

# City of Santa Clara



## Joint Meeting Agenda Council and Authorities Concurrent Meeting Call and Notice of Special Meeting Santa Clara Stadium Authority Planning Commission

**Tuesday, April 19, 2022**

**4:00 PM**

**Hybrid Meeting  
Council Chambers/Virtually  
1500 Warburton Avenue  
Santa Clara, CA 95050**

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

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

• Via Zoom:

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

Meeting ID: 997-0675-9306 or

o Phone: 1(669) 900-6833

- Via the City's eComment (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

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

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair/Mayor calls for a Special Meeting of the Governing Board of the Stadium Authority and Planning Commission to commence and convene on April 19, 2022 at 4:00 pm for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California and by teleconference, to consider the following matter(s) and to potentially take action with respect to them.

### **4:00 PM CLOSED SESSION**

#### **Call to Order in the Council Chambers**

#### **Roll Call**

- 1.A 22-534** [Conference with Labor Negotiators \(CC\)](#)  
[Pursuant to Gov. Code § 54957.6](#)  
[City representative: City Manager's designee](#)  
[Employee Organization\(s\):](#)  
[Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171](#)  
[Unit #2-Santa Clara Police Officer's Association](#)  
[Unit #3-IBEW Local 1245 \(International Brotherhood of Electrical Workers\)](#)  
[Unit #4-City of Santa Clara Professional Engineers](#)  
[Units #5, 7 & 8-City of Santa Clara Employees Association](#)  
[Unit #6-AFSCME Local 101 \(American Federation of State, County and Municipal Employees\)](#)  
[Unit #9-Miscellaneous Unclassified Management Employees](#)  
[Unit #9A-Unclassified Police Management Employees](#)  
[Unit #9B-Unclassified Fire Management Employees](#)  
[Unit #10-PSNSEA \(Public Safety Non-Sworn Employees Association\)](#)
- 1.B 22-461** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)  
[Arturo Arranga Ballesteros v. Stephen Stek, et al., United States District Court, Northern District of California, Case No. 3:20-cv-06207](#)
- 1.C 22-462** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)  
[Gloria Zamora & Antonio Zamora v. City of Santa Clara, et al., United States District Court, Northern District of California, Case No. 5:21-cv-05610](#)
- 1.D 22-491** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)  
[Marcus Dean Diaz v. City of Santa Clara, et al., United States District Court, Northern District of California, Case No. 5:20-cv-03506](#)

- 1.E 22-506 [Conference with Legal Counsel-Anticipated Litigation \(CC\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(2\) - Exposure to litigation](#)  
[Number of potential cases: 1](#)  
[Facts and Circumstances: Pursuant to Gov. Code § 54956.9\(e\)](#)  
[\(1\) - Not disclosed on agenda](#)
- 1.F 22-538 [Public Employee Appointment \(Gov. Code §§ 54957, 54954.5,](#)  
[subd. \(e\).\)](#)  
[Title: City Attorney](#)

### Public Comment

*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)

### 7:30 PM JOINT COUNCIL AND PLANNING COMMISSION STUDY SESSION

*\*Study Session to begin at 7:30 PM or shortly thereafter*

### Call to Order in the Council Chambers

### Roll Call

2. 22-260 [Joint City Council and Planning Commission Study Session on](#)  
[Housing Element Update](#)
- Recommendation:** Note and file the report on the Housing Element Update.

### 8:30 PM COUNCIL AND 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

3. 22-507 [Proclamation of Earth Day/Arbor Day](#)

## **CONSENT CALENDAR**

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

**4.A 22-450** [Action on February 1, 2022 City Council Special Meeting Minutes](#)

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

**4.B 22-17** [Board, Commissions and Committee Minutes](#)

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

**4.C 22-410** [Action on Monthly Financial Status and Investment Report for January 2022 and Approve the Related Budget Amendments](#)

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

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

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

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

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

4.F 22-238 [Action on a Vesting Tentative Parcel Map for 2302 Calle Del Mundo](#)

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

**4.G 22-34** [Action on a Resolution Approving an Amendment to the Restated Water Supply Agreement \(WSA\) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County to Allow a Minimum Purchase Transfer Among Wholesale Customers and a Transfer from the City of Mountain View to the City of East Palo Alto](#)

- Recommendation:**
1. Approve the attached Resolution Approving an Amendment to the Restated Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County to Allow a Minimum Purchase Transfer; and
  2. Approve the attached Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto.

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

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

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

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

4.J 22-223 [Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square](#)

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

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

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

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

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

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

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

**4.N 22-346** [Action on Final Map for Tract 10566 at 3035 El Camino Real](#)

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

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

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

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

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

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

- 4.Q 22-65 [Action on 2022 Legislative Advocacy Positions](#)

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

- 4.R 22-537 [Action to Approve Various Revisions to the As-Needed Salary Plan](#)

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

**SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR**

- 5.A 22-364 [Action on Stadium Authority Bills and Claims for the Month of January 2022](#)

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

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

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

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

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

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

**Recommendation:**

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

4. Approve the Stadium Manager's request to execute a one-time agreement with Bear Insulation, Inc. to furnish and install new insulation sheeting at Levi's Stadium (Stadium Insulation CapEx Project) in the amount of \$505,023; authorize the Executive Director to approve the execution of any and all documents associated with, and necessary for the award, completion, and acceptance of the project; authorize the Executive Director to approve the execution of change orders up to \$12,477, for a total not to exceed amount of \$517,500; and authorize the Executive Director to approve and process the reimbursement of such costs upon receiving final invoices and supporting documentation from the Stadium Manager.

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

1. **22-509** [Request from the Stadium Manager to Incur Charges for the June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN and Travel for the May 28-29 Grupo Firme Concerts at SoFi Stadium in Inglewood, CA](#)
2. **22-510** [Report from the Stadium Authority for Action on Request from the Stadium Manager to Incur Charges for the June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN and Travel for the May 28-29, 2022 Grupo Firme Concerts at SoFi Stadium in Inglewood, CA](#)

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

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## **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**

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

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

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

**Recommendation:** Alternative 1 and 2:

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

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

**Recommendation:** Staff makes no recommendation

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

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

**Recommendation:** Staff makes no recommendation.

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

[1. The financial benefits and construction savings of moving city hall to an 8+ story mixed-use \(offices\) building;](#)

[2. An updated and complete analysis of the advantages of selling the acreage used by city hall on its current location on Warburton;](#)

[3. The substantial increase in private investment after a city hall has been brought back to Downtown as evidenced by several other American cities studied by Reclaiming our Downtown;](#)

[4. Financial benefit of a “completed Downtown” to the tax revenue of Santa Clara](#)

**Recommendation:** Staff makes no recommendation

## **REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

### **CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

### **ADJOURNMENT**

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

## **MEETING DISCLOSURES**

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

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

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

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

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

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

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

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

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



# City of Santa Clara

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

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**22-534**

**Agenda Date: 4/19/2022**

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### **SUBJECT**

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



# City of Santa Clara

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## Agenda Report

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**22-461**

**Agenda Date: 4/19/2022**

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### **SUBJECT**

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

*Arturo Arranga Ballesteros v. Stephen Stek, et al.*, United States District Court, Northern District of California, Case No. 3:20-cv-06207



# City of Santa Clara

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## Agenda Report

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**22-462**

**Agenda Date: 4/19/2022**

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### **SUBJECT**

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

*Gloria Zamora & Antonio Zamora v. City of Santa Clara, et al.*, United States District Court, Northern District of California, Case No. 5:21-cv-05610



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## Agenda Report

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**22-491**

**Agenda Date: 4/19/2022**

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### **SUBJECT**

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

*Marcus Dean Diaz v. City of Santa Clara, et al.*, United States District Court, Northern District of California, Case No. 5:20-cv-03506



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## Agenda Report

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**22-506**

**Agenda Date: 4/19/2022**

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### **SUBJECT**

Conference with Legal Counsel-Anticipated Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(2) - Exposure to litigation

Number of potential cases: 1

Facts and Circumstances: Pursuant to Gov. Code § 54956.9(e)(1) - Not disclosed on agenda



# City of Santa Clara

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## Agenda Report

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22-538

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### SUBJECT

Public Employee Appointment (Gov. Code §§ 54957, 54954.5, subd. (e).)

Title: City Attorney



## Agenda Report

22-260

Agenda Date: 4/19/2022

### **REPORT TO COUNCIL**

#### **SUBJECT**

Joint City Council and Planning Commission Study Session on Housing Element Update

#### **COUNCIL PILLAR**

Promote and Enhance Economic, Housing and Transportation Development

#### **BACKGROUND**

Santa Clara, like all other Bay Area towns, cities, and counties, will be required to submit an adopted Housing Element to the State Department of Housing and Community Development (HCD) by January 2023. The Housing Element must identify sites planned for new housing and support pro-housing policies and strategies to demonstrate that Santa Clara can address the City's housing needs for all income levels and achieve the development of the City's Regional Housing Needs Allocation (RHNA) by the end of the 6<sup>th</sup> Housing Element Cycle in January 2031. The City's RHNA is 11,632 units, with those units distributed into four levels of affordability. Santa Clara, with help from the City's planning consultant, MIG, Inc., is currently preparing a comprehensive update of the City's General Plan Housing Element to fulfill this State requirement.

#### **DISCUSSION**

The purpose of this study session is to:

1. Review and provide an update on the following background information that was provided at earlier study sessions with the City Council (April 6, 2021) and Planning Commission (September 22, 2021).
  - a. City's Regional Housing Needs Allocation
  - b. Strategies for Meeting the City's RHNA
  - c. New State Housing laws
2. Provide a more detailed overview of the State's new affirmatively furthering fair housing (AFFH) requirements and Assessment of Fair Housing (AFH) component of the Housing Element Update.

A copy of the April 6, 2021 City Council study session staff report and presentation are attached for reference.

#### **Santa Clara Regional Housing Needs Allocation**

The RHNA process for the 9-County Bay Area region began with HCD determining the total number of new homes that would need to be built, and how affordable those homes would need to be, in order to meet the housing needs of people at all income levels. The Bay Area's RHNA for the 8-year period covering 2023-2031 is 441,176 housing units, an almost 135% increase from the current 2015-2023 RHNA, which was 187,990 units.

The Association of Bay Area Governments (ABAG) then conducted a public process to develop a

RHNA Plan for distributing a share of the region's housing need to each of the Bay Area's towns, cities, and counties.

Following that process and subsequent to the City's previous study sessions, on January 12, 2022, the HCD approved the ABAG adopted 6<sup>th</sup> Cycle (2023-2031) RHNA Plan.

The final allocations for the City of Santa Clara, and how that relates to allocations for Santa Clara County and the Bay Area, are as follows:

- Bay Area: 441,176 units
- Santa Clara County: 129,579 units
- City of Santa Clara: 11,632 units

The RHNA numbers are also assigned to different rent/cost levels that correspond to what is affordable for different households based on their income levels as a percentage of the Area Median Income (AMI). This is a breakdown of the City of Santa Clara final allocations by income category:

- Very Low (0-50% AMI): 2,872 units
- Low (50-80% AMI): 1,653 units
- Moderate (80-120% AMI): 1,981 units
- Above Moderate (120%+ AMI): 5,126 units

Based on this distribution, a majority of the City's RHNA is intended to fall within the affordable categories with approximately one-third affordable to Very Low and Low- Income categories. Conventional residential development, including development subject to the City's 15% Inclusionary requirement and supplemented by 100% affordable housing projects, would not normally be expected to generate the same percentage of affordable units. As planned residential lands within the City are developed, the City must demonstrate on an annual basis that it maintains the capability to produce the full amount of affordable units in the City's RHNA on the remaining residential land.

Therefore, to comply with the State's No Net Loss Law, jurisdictions are required to ensure that sufficient capacity exists in housing elements to accommodate their RHNA throughout the entire eight-year planning period, especially in the affordable income categories. HCD recommends jurisdictions create an adequate buffer in their sites inventory of between 15 and 30 percent more capacity than required. HCD carefully reviews the Housing Element submitted by each jurisdiction and may not approve a Housing Element that they consider unlikely to achieve the RHNA.

For Santa Clara, a buffer between 15 and 30 percent would mean establishing capacity for between approximately 13,377 and 15,122 units at the start of the 6<sup>th</sup> Housing Element Cycle. Santa Clara will also track development of the sites in the inventory annually to ensure that the remaining sites are sufficient to meet the City's unmet RHNA.

#### Strategies for Meeting Santa Clara's Housing Needs

As described in the previous study sessions, demonstrating that the City has the ability to meet the City's 6<sup>th</sup> Cycle RHNA (11,632 units) will be a challenge. In the seven years of the current 5<sup>th</sup> Cycle, where the City has a much smaller RHNA of 4,093 units, a total of 5,266 units have been created (building permits issued), which is an average of approximately 750 units per year. In order to achieve the City's 6<sup>th</sup> Cycle RHNA (11,632 units), the City would have to almost double previous housing production, building an average of approximately 1,450 units each year for the next eight

years. With the number of units anticipated from the City's current and ongoing long-range planning efforts (El Camino Real, Patrick Henry Drive, and Tasman East Specific Plans, Downtown Precise Plan, and Freedom Circle Focus Area) and other pending and anticipated housing projects, Santa Clara should be able to demonstrate sufficient capacity, including an adequate buffer, to meet the 6<sup>th</sup> Cycle RHNA Housing Element requirement.

The City's recently adopted affordable housing ordinance, pending Zoning Code Update, and programs and policies being brought forward in the Housing Element update will facilitate the production of housing at all levels of affordability and help to fulfill the supporting policy requirements for the Housing Element.

Attached for reference is the Housing Plan from the current Housing Element, which includes the City's goals, policies, and implementing actions for housing production, as well as for the conservation (i.e., maintenance) and preservation (i.e., protection against conversion to market rate) of existing affordable housing stock, and housing support and services.

#### New State Housing Laws

**AB 215 (2021).** This legislation was approved on September 28, 2021, after the previous study sessions. Among other changes, this law requires local jurisdictions to make the first draft of revisions to housing elements available for public comment for at least 30 days and for jurisdictions to take at least 10 business days to consider and incorporate any public comments before submitting the draft to HCD. The law also increases HCD's review of draft housing elements from 60 days to 90 days. HCD has 60 days to review subsequent drafts and/or the adopted Housing Element. This results in a significant change to the City's schedule for preparation of the Housing Element, effectively shortening the time available by 70 or more days from what was previously discussed with the Council. Staff has worked with the consultant to incorporate these new requirements into the schedule below.

The following are key milestones for the City's Housing Element Update:

- 2022
  - April - Housing Stakeholders Meeting(s)
  - April 19 - Joint City Council / Planning Commission Study Session
  - Early June to early July - Public Review Draft Housing Element
  - Mid-June - Housing Stakeholders Meeting(s)
  - Mid-July - Joint City Council / Planning Commission Study Session
  - Late July - Submit Final Draft Housing Element to HCD
  - Late October - Receive comments on Final Draft Housing Element
  - Early November - City Council Study Session
  - Mid-November - Planning Commission Hearing
  - December - City Council Adoption Hearing
- 2023
  - By January 31 - Submit Adopted Housing Element to HCD
  - By May 31 - within 120 days of January 31, 2023, the City must have an adopted and HCD certified Housing Element

**AB 686 (2018).** Another new State requirement, AB 686, was highlighted in the previous study

sessions. This law added a new provision to ensure all laws, programs, and activities, including housing elements, affirmatively further fair housing. All housing elements must now include a program that promotes and affirmatively furthers fair housing opportunities throughout the community for all persons and all housing elements must contain a detailed AFH.

Attached for reference is an AFFH guidance memo that HCD released last spring. The introduction provides the background and history of AFFH. Part 1 describes the obligation for all public agencies in California to affirmatively further fair housing. Part 2 includes an overview of how AB 686 amended Housing Element law.

AB 686 added to or expanded on the following housing element requirements:

- Public outreach - jurisdictions must make a diligent effort to include public participation from all economic segments of the community and key stakeholders in meaningful, frequent, and ongoing participation.
- Assessment of Fair Housing - jurisdictions must identify and analyze local and regional trends related to:
  - Fair housing enforcement and outreach
  - Integration and segregation
  - Racially or ethnically concentrated areas of poverty
  - Disparities in access to opportunity
  - Disproportionate housing needs, including displacement risk
- Site Inventory - analysis should:
  - Address segregation and integration, how sites are identified in a manner that better integrates them with the community and how sites impact existing patterns of segregation
  - Evaluate whether RHNA income groups are concentrated in a certain area(s) of the city
- Identification and prioritization of contributing factors - evaluation must:
  - Identify fair housing issues and significant contributing factors
  - Prioritize contributing factors (giving highest priority to factors that most limit or deny fair housing choice or access to opportunity)
  - Discuss strategic approaches to inform and strongly connect goals, policies, and actions
- Goals, Policies, and Actions - must have specific commitment to deliverables, measurable metrics or objectives, definitive deadlines, date, or benchmarks for implementation. Programs to “explore” or “consider” on an “ongoing” basis are inadequate to demonstrate a beneficial impact in the planning period.

The City of Santa Clara is a participant in the Santa Clara County Assessment of Fair Housing, a collaborative examination of structural barriers to fair housing choice and access to opportunity for members of historically marginalized groups protected from discrimination by the federal Fair Housing Act . This assessment, which will outline potential fair housing priorities and goals to overcome fair housing issues from a cross-jurisdictional and regional perspective, should provide a good basis for identifying fair housing policies and programs that could be incorporated into the City’s Housing Element.

The study session will provide an opportunity to review and discuss AB 686 and what other

jurisdictions with recently adopted and certified housing elements are doing to take meaningful actions that combat housing discrimination and address significant disparities in housing needs and access to opportunity.

### **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 organization or administrative activity that will not result in direct or indirect changes in the environment.

### **FISCAL IMPACT**

There is no fiscal impact associated with this status report. On January 25, 2022 the City Council approved a consultant agreement with MIG, Inc. to update the City's Housing Element and accepted \$499,150 in reimbursable grant funding from the State's Local Early Action Planning (LEAP) grant program. Of this grant funding, \$199,968 will be used to fund MIG's work and the remaining \$299,182 will be used to fund City staff expenses. All grant funds must be expended on or before December 31, 2023.

### **COORDINATION**

This report was coordinated with the City Attorney's Office.

### **PUBLIC CONTACT**

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

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Office of the City Manager

### **ATTACHMENTS**

1. April 6, 2021 City Council Study Session Staff Report
2. April 6, 2021 City Council Study Session Presentation Slides
3. Current Housing Element Housing Plan
4. April 2021 HCD Affirmatively Further Fair Housing Guidance Memo



## Agenda Report

21-918

Agenda Date: 4/6/2021

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### REPORT TO COUNCIL

#### SUBJECT

Study Session: Housing Element Update

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

California state law mandates that all local governments adequately plan to meet the housing needs of their communities at all income levels. Under the law, the State Department of Housing and Community Development (HCD) first determines each region's housing need for an upcoming eight-year planning period. The regional council of governments, which in the Bay Area is the Association of Bay Area Governments (ABAG), then allocates a "fair share" of the unit total to each jurisdiction. These first two parts of the process are known as the Regional Housing Needs Allocation (RHNA). Finally, local governments update their housing elements (a required element of the General Plan) to show how they will accommodate their share of the RHNA. Because the State assigned an overall housing need for the Bay Area that is approximately 2.5 times the need for the prior housing element cycle, jurisdictions throughout the ABAG region will receive significantly larger RHNA targets than they did in prior RHNA cycles.

The RHNA planning process for the Bay Area's sixth housing element cycle, which will last from 2023 to 2031, began in 2019 by ABAG with a series of Housing Methodology Committee stakeholder meetings, and culminated in January 2021 with the adoption by the ABAG Executive Board of a RHNA distribution methodology for the allocation of housing needs to each city, town, and county in the region. The State HCD is currently reviewing the ABAG methodology for consistency with State criteria. The RHNA process will continue through 2021 with the release of draft allocations for each ABAG jurisdiction, an appeal process, and final allocations at the end of the calendar year. A preliminary allocation has been identified for each ABAG jurisdiction by utilizing the recently adopted methodology.

Santa Clara, like all other Bay Area towns, cities, and counties, will be required to submit an adopted Housing Element to HCD by January 2023. The Housing Element must include identified sites for planned housing and pro-housing policies and strategies for how Santa Clara can achieve the development of the units allocated by the end of the sixth housing element cycle in January 2031. HCD will audit the Housing Element and if compliant, will certify it later in 2023. The Housing Element will include identified inventory sites that must have appropriate General Plan and zoning designations to enable housing development at indicated densities. These sites must also have received environmental clearance through the California Environmental Quality Act (CEQA) to allow housing at the densities called for. After adoption of the Housing Element, Santa Clara will also be responsible for submitting General Plan annual progress reports to HCD and the Governor's Office of

Planning and Research (OPR) to document that the City is on course with the issuance of entitlements and building permits for new housing units. In order to meet this timeline, City of Santa Clara staff have begun working on preparation of the City's next housing element, utilizing the City's preliminary RHNA targets provided by AGAB upon adoption of the RHNA distribution methodology.

### **DISCUSSION**

Staff will provide an overview of the State's requirements for preparation of the City's 2023-2031 Housing Element at a City Council study session on March 23, 2021. The following is provided as background information in advance of the study session.

#### **Santa Clara RHNA Allocation**

The RHNA sets a citywide target for housing production over the 8-year housing element timeframe for units affordable to households based on four different income levels. A key component of the City's Housing Element will be an inventory of housing development sites with demonstrated capacity to support new residential development that could fulfill the RHNA targets. The four income categories are Very Low Income (affordable to households with 0-50% of the Area Median Income (AMI)), Low Income (50-80% AMI), Moderate Income (80-120% AMI) and Above Moderate or Market Rate units (above 120% AMI). For reference, the San Jose-Sunnyvale-Santa Clara HUD Metro Fair Market Rate Area <[https://www.huduser.gov/portal/datasets/il/il2020/2020MedCalc.odn?inputname=METRO41940M41940\\*San+Jose-Sunnyvale-Santa+Clara%2C+CA+HUD+Metro+FMR+Area&selection\\_type=hmfa&year=2020&wherefrom=mfi&incpath=%24incpath%24](https://www.huduser.gov/portal/datasets/il/il2020/2020MedCalc.odn?inputname=METRO41940M41940*San+Jose-Sunnyvale-Santa+Clara%2C+CA+HUD+Metro+FMR+Area&selection_type=hmfa&year=2020&wherefrom=mfi&incpath=%24incpath%24)> AMI for a family of four is \$141,600 for 2020. Very Low Income housing is thus defined as housing affordable to households with an income of \$70,800 or less.

Based upon the RHNA methodology adopted by the ABAG Board, the City of Santa Clara has been given the following preliminary RHNA distribution for the sixth housing element cycle:

- Very Low Income Units: 2,872
- Low Income Units: 1,653
- Moderate Income Units: 1,981
- Above Moderate (Market Rate) Units: 5,126
- Total RHNA: 11,632

The City will need to base its Housing Element on the City's final RHNA distribution. Accordingly, the Housing Element under preparation will need to demonstrate capacity for the development of a minimum of 11,632 housing units. More than half of the identified capacity will need to meet the State's criteria to qualify as affordable housing capacity. For reference, 4,093 units were assigned to the City of Santa Clara in the current fifth housing element cycle (2015 to 2023).

#### **Affordable Housing Sites**

Housing Element law allows sites to be considered potentially affordable within a jurisdiction's Housing Element if the sites support densities of at least 30DU/AC. Therefore, many of the City's lands designated for medium or high residential densities could qualify as part of the City's affordable housing lands inventory. However, jurisdictions must demonstrate, on an annual basis, that sites remain available to fulfill the City's unmet RHNA allocation. If sites designated as affordable in the Housing Element do not get entitled at the planned affordability levels, the City will need to demonstrate through the "no net loss" provision discussed below how the City may still have capacity or will create additional capacity to achieve RHNA affordable units elsewhere in the city.

### New State Requirements

In addition to the challenge of planning for almost three times the RHNA number of units between the current fifth and the upcoming sixth cycle, recent changes to State Housing Element Law add complexities for Santa Clara as it prepares the upcoming Housing Element.

- SB 166 (2017): adds a “no net loss” provision for housing element site inventories. If an approved project on a housing element site has fewer units by income category than what was identified in the Housing Element, the remaining sites in the Housing Element must be adequate to meet the unmet RHNA requirements, or the City is required to identify and rezone additional sites to fully accommodate the unmet need within 180 days.
- AB 1397 (2017): increases eligibility requirements for housing element inventory sites. Sites in the inventory must now be both suitable and available. Sites smaller than a half-acre or larger than 10 acres are not considered adequate for lower income housing unless the jurisdiction provides examples of sites of equivalent size that were successfully developed during the prior planning period for an equivalent number of lower income housing units or other supporting evidence. Vacant sites cannot be used for more than two consecutive planning periods, and non-vacant sites for consecutive planning periods, unless the site is rezoned to allow at least 30 units per acre and by-right development if at least 20% of the units are affordable to lower income households. In addition, non-vacant sites must have realistic and demonstrated potential for redevelopment. If the City uses non-vacant sites to accommodate most of its lower income housing need, existing uses are presumed impediments absent substantial findings that the use is likely to be discontinued during the planning period. Finally, non-vacant sites with rent-controlled units, deed-restricted units, or units with lower income residents within the past five years must be replaced at the same or a lower income level.
- AB 686 (2018): adds a new provision to ensure all laws, programs, and activities, including Housing Elements, affirmatively further fair housing. Beginning January 1, 2019, all housing elements must now include a program that promotes and affirmatively furthers fair housing opportunities throughout the community for all persons. All housing elements due on or after January 1, 2021, must contain an Assessment of Fair Housing (AFH).
- AB 725 (2020): imposes a new minimum density of 4 dwelling units per acre (du/ac) for at least 25% of the sites designated as moderate-income or above-moderate in the next Housing Element, and imposes a maximum density of 100 dwelling units per acre for at least 25% of the sites designated as moderate-income. Currently, most housing development in California comprises either single-family dwellings (which can be an inefficient use of land) or mid- or high-rise construction (which is expensive to build). This bill is intended to help encourage the development of “missing-middle” housing types that accommodate more units per acre, but are not inherently expensive to build.

### Strategies

While Santa Clara’s RHNA allocation is high and will be challenging to address, the City has been working in the last few year on significant long-range planning efforts to support growth in several strategic areas throughout the City. Completing the long-range planning processes and facilitating

entitlements within those plan areas will be a key strategy for the City's Housing Element. Additionally, updating the citywide affordable housing ordinance, creating objective development standards, and continuing to facilitate Accessory Dwelling Units will also be key pro-housing strategies for Santa Clara to include in its Housing Element update to achieve its RHNA requirements.

### *Long Range Planning Efforts*

The City is currently working on focused redevelopment within areas of the city through the development of the El Camino Real Specific Plan, Patrick Henry Drive Specific Plan, Downtown Precise Plan, and Freedom Circle Focus Area. The Tasman East Specific Plan is also proposed to be Amended to potentially increase capacity beyond the 4,500 units which were originally adopted with the original plan in 2018. While the land use plan is still being developed for the Downtown Precise Plan and thus the residential capacity in the Precise Plan is still undetermined, the efforts of the other listed long-range planning efforts could culminate in a total of 16,030 new units that may be constructed in the sixth RHNA cycle and thus could be identified in Santa Clara's Housing Element. The El Camino Real Specific Plan, Patrick Henry Drive Specific Plan, and Freedom Circle Focus Area Plan are anticipated to be ready for City Council adoption in 2021.

These efforts could collectively address the City's RHNA obligation regarding the total number of units to be produced and they present a timely opportunity to address the need to achieve more units of deeper affordability per RHNA requirements. For instance, the draft El Camino Real Specific Plan proposes a greater depth of affordability than the current Citywide affordable housing ordinance, as it proposes 15% of units to be affordable to households at 80% AMI. The affordability criteria included in the draft El Camino Real Specific Plan was proposed prior to Santa Clara receiving the RHNA requirements, which are higher than anticipated. Given that these long-range planning areas are where Santa Clara will see most new growth in the upcoming RHNA cycle, it will be critical to determine the right affordability requirements prior to the adoption of these plans.

### *Citywide Affordable Housing Ordinance*

The City also has a citywide affordable housing ordinance, which was adopted by the City Council in 2018. Santa Clara was one of the first cities in Santa Clara County to adopt such an ordinance and includes a commercial linkage fee so that most types of new development contribute to the creation of affordable housing. The current ordinance requires that all rental or ownership residential projects with 10 or more units provide 15% of the units at rents or sales prices that are affordable to households at a Moderate Income level of 100% AMI. Project developers can also propose an to deliver affordable units in an alternate form provided that they provide units at deeper levels of affordability to better align with the City's RHNA targets and the value of the proposal to the City is equal or greater than what is specified in the citywide affordable housing ordinance.

To further meet the City's RHNA requirements, staff has begun evaluating the possible modification of the City's Affordable Housing Ordinance to produce more affordable units. Staff has contracted with a consulting firm, Economic & Planning Systems (EPS), to evaluate the financial feasibility for developers to meet increased affordability requirements. While early in the process, EPS has developed several proformas corresponding to different types of residential development and with different affordability requirements, and tested their assumptions for those proformas with a sample group of local residential developers. Preliminary results show there may be some, but limited opportunities to require either more units or deeper affordability on certain residential project typologies without making development infeasible. Expanding opportunities for use of and/or

increasing in-lieu fees will also be evaluated. There is a fine balance to increase the effective production of affordable housing through updates to the citywide ordinance, especially to produce more low and very low income units required through RHNA, while also ensuring that projects are still profitable so that the City's affordability requirements do not become a barrier overall to housing production.

An initial residential developer stakeholder meeting was held on March 12, 2021 to broadly inform the development community that this study is in progress. Participants included approximately 30 residential developers as well as representatives of SV@Home and the Building Industry Associates. Staff facilitated multiple break-out rooms so that participants could provide extensive input regarding the types of housing development addressed in the study, current market conditions, and measures that could help maintain feasibility for development while also producing more affordable units. A summary of input from the meeting is attached (Attachment 2).

Additional stakeholder outreach will be conducted to receive feedback as policy alternatives are developed for potential modification of the ordinance.

#### *Objective Development Standards*

Recent State legislation enables housing projects to have streamlined processes if they build in conformance to the City's General Plan and limit the City's review process to objective development standards. Such standards are most typically established within the Zoning Ordinance so that their application is non-discretionary. While Santa Clara, like many cities, has relied heavily on the Planned Development Zoning process to entitle new higher density and mixed-use residential projects, in the future projects will increasingly be able to bypass such a process and utilize existing zoning standards.

The City has made steps to address this need by implementing new zoning districts with the recent adoption of the Lawrence Station and Tasman East Specific Plans, and is also including new, modernized zoning districts with objective standards in the Zoning Code update in process. The latter effort is particularly important as the current Zoning Code, originally adopted in 1969, does not set forth standards that relate well to modern development typologies. The City has been working on a comprehensive update to the Zoning Code, and a public review draft is expected in the Summer 2021 timeframe. The new Zoning Code proposes new mixed use and multifamily development standards that are more reflective of contemporary projects. These activities will both streamline housing projects and create more tools to achieve design standards.

#### *Accessory Dwelling Units*

State law has facilitated the production of affordable housing by reducing the ability of local jurisdictions to apply restrictive standards or a discretionary process for the review of accessory dwelling units (ADUs). Like most cities, Santa Clara has seen an increase in the development of ADUs and has issued building permits for 129 ADUs since 2019. The City is working with the other Santa Clara County agencies through a Planning Collaborative, which utilizes State grant funds to collaborate on work associated with Housing Elements, to analyze the production of ADUs in terms of the level of affordability. This data can be used to show how the City will in part meet its future RHNA requirements through new ADU construction.

Through outreach conducted with the Zoning Code update, feedback received from many members of community includes establishing a size for ADUs in a manner more proportionate to the size of the

existing single-family lot. Currently Santa Clara allows all ADUs to be up to 1,200 square feet whereas the State requires only a minimum of 800 square feet for ADUs. 1,200 square foot ADUs are larger than many detached single-family residences in the City. Right sizing ADUs may also be a strategy that increases their affordability as larger units command higher rents. Santa Clara will continue to investigate how to further facilitate the development of ADUs in general to support homeowners through the process.

#### Housing Element Update Work Program

The Housing Element update is a high priority work item for the next two years. Santa Clara has been awarded \$499,150 through the State's 2020 Local Early Action Planning (LEAP) Grants Program Award, which is a reimbursable grant to the City to fund consultant work to develop the Housing Element as well as to fund a staff person focused on facilitating housing projects and developing pro-housing policies. Staff will be working through a consultant selection process to bring on board a consultant by July 2021. Staff will provide periodic updates with the City Council through the Housing Element's development and the final draft will be provided to City Council in Fall of 2022 for adoption.

#### ENVIRONMENTAL REVIEW

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

#### FISCAL IMPACT

There is no fiscal impact associated with this status report. It is anticipated that the City will utilize consultants to assist in the preparation of the Housing Element. The City has been awarded \$499,150 through the State's 2020 Local Early Action Planning (LEAP) Grants Program Award, which is a reimbursable grant to the City to fund consultant work to develop the Housing Element. The contract and corresponding budget approval to utilize the reimbursable grant will be brought forward for City Council for consideration by July 2021.

#### COORDINATION

This report was coordinated with the City Attorney's Office.

#### PUBLIC CONTACT

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

#### RECOMMENDATION

Note and file the report on the Housing Element Update.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Santa Clara Long-Range Planning Activity Map
2. Summary of Stakeholder Input from March 12, 2021 Outreach Meeting



# **City Council**

**Item #3**

**RTC 21-918**

**Study Session  
Housing Element**

**April 6, 2021**



# Housing Element

## Study Session Goals

- Overview of State Requirements for Housing Element Update
- Share information on RHNA allocation process
- Provide input on potential strategies including an update to the Affordable Housing Ordinance
- Review next steps





# Housing Element

## State Requirements

- General Plan – Required Elements: 7 (+ 1 or 2\*)
- Housing Element must be reviewed / approved by California State Housing and Community Development (HCD)
- Jurisdictions must update their housing elements every eight (8) years:
  - Cycle 5 Housing Element certified 2/13/2015
  - Cycle 6 Housing Element due 1/31/2023

*Celebrating Our  
Past, Present and  
Future*

**CITY OF SANTA CLARA**  
2010 - 2035 GENERAL PLAN



# Housing Element

## Status of Required General Plan Amendments

Amendments to be made during the next Housing Element Update, or by 2022, as required by State Law:

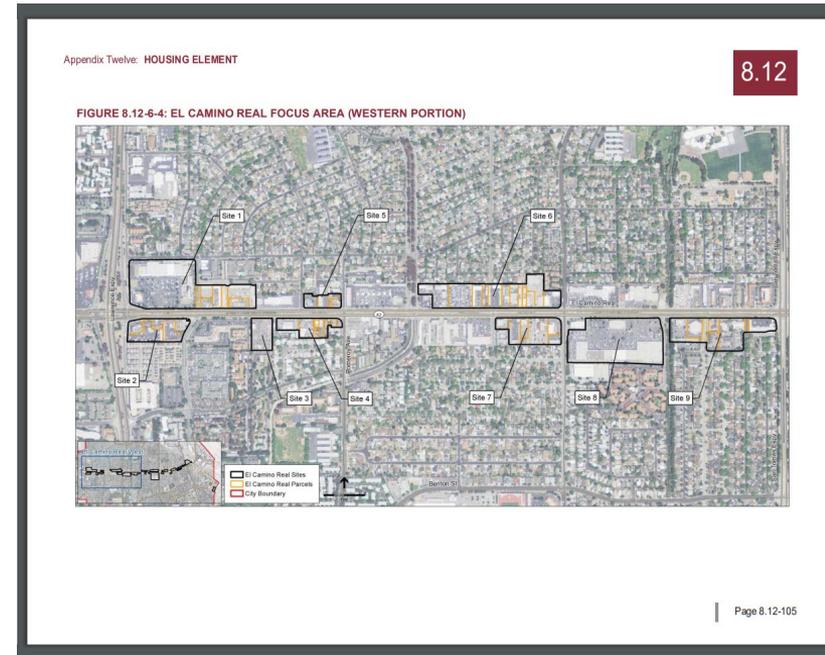
- An Environmental Justice element, to identify objectives and policies to reduce the unique or compounded health risks in disadvantaged communities
- Climate Adaptation and Resilience Policies, to be included as a part of the 2021 Climate Action Plan Update
- An update of the Safety Element for Fire Hazards and Climate Change



# Housing Element

## Components

- Review of previous Housing Element
- Goals, Programs, and Policies
- Housing Needs
- Governmental and Non-Governmental Constraints
- Sites Inventory and Analysis
  - Availability per State criteria
  - RHNA capacity per State criteria





# Housing Element

## Regional Housing Needs Allocation (RHNA)

- State Department of Housing and Community Development (HCD) determines regional housing needs by affordability levels for 8-year planning cycles
- Association of Bay Area Governments (ABAG) allocates share of region's housing needs by affordability level to every jurisdiction
- Local jurisdictions update their housing elements every 8 years to demonstrate available capacity to accommodate their allocation



# Housing Element

## Regional Housing Needs Allocation (RHNA)

- Housing Element must demonstrate capacity for full development of RHNA within the 8-year time period & provide annual progress reports
- RHNA Allocation is divided up by income level
  - Very Low Income (0-60% AMI)
  - Low Income (60-80% AMI)
  - Moderate Income (80-120% AMI)
  - Above Moderate / Market Rate (>120% AMI)



# Housing Element

## Housing Production 2015-2022 (Building Permits)

Income Level	RHNA Target	2015	2016	2017	2018	2019	2020	Total
Very Low	1,050		1			130	37	168
Low	695		1			15	158	174
Moderate	755	19	16	6	5	8	3	57
Above	1,593	212	399	1,609	1,162	626	415	4,423
<b>Total</b>	<b>4,093</b>	<b>231</b>	<b>417</b>	<b>1,615</b>	<b>1,167</b>	<b>779</b>	<b>613</b>	<b>4,822</b>



# Housing Element

## Cycle 6 (2023 – 2031) RHNA Allocation Process

- State allocation to Bay Area (ABAG) Region
- ABAG Board adopted Draft RHNA Methodology (1/21/2021)
- HCD reviews Draft RHNA Methodology
- ABAG Final RHNA Methodology/DRAFT RHNA (spring 2021)
- Appeal Period (summer 2021)
- Final RHNA (end 2021)
- (Adopted Housing Element due January 2023)



# Housing Element

## Cycle 6 (2023 – 2031) RHNA (Illustrative Allocations)

- Bay Area: 441,176 units (~2.5 x Cycle 5)
- Santa Clara County: 129,579 units (29.4% of Bay Area)

### City of Santa Clara (Illustrative Allocations)

Very Low Income (0-60% AMI)	2,872 units
Low Income (60-80% AMI)	1,653 units
Income (80-120% AMI)	1,981 units
Above Moderate/Market Rate (>120% AMI)	5,126 units
Total	11,632 units (2.6% of County)



# Housing Element

## City of Santa Clara Cycle 5 and 6 Comparison

Income Category	Cycle 5 (2015-2023)	Cycle 6 (2023-2031)
Very Low	1,050	2,872
Low	695	1,653
Moderate	755	1,981
Above Moderate	1,593	5,126
<b>Total</b>	<b>4,093</b>	<b>11,632</b>



# Housing Element

## Cycle 6 (2023 – 2031) Strategies

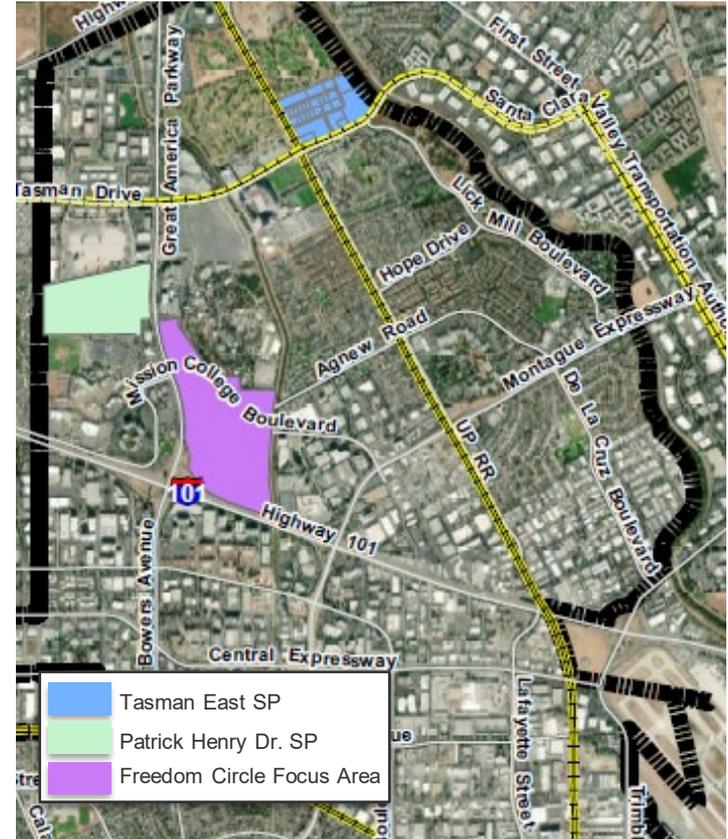
- General Plan Growth Capacity
- Long Range Plans (Specific Plans, Precise Plans, Focus Areas)
- Accessory Dwelling Units (ADUs)
- Zoning Code Update
- Affordable Housing Ordinance



# Housing Element

## Strategies – Long Range Plans

Planned Capacity: ~16,000 Units





# Housing Element

## Accessory Dwelling Units

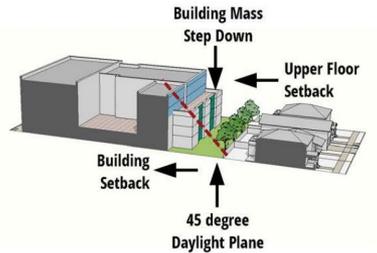
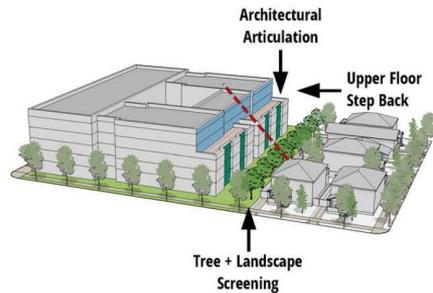
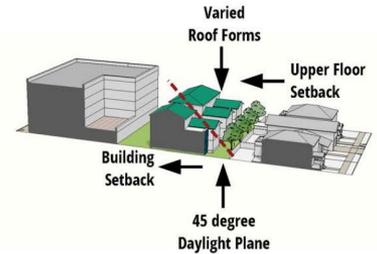
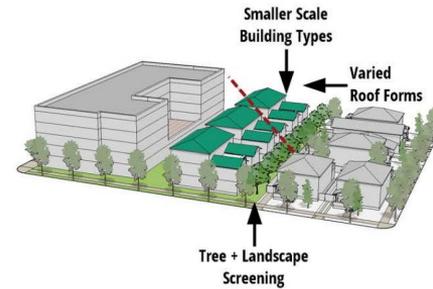
- 71 Building Permits Issued (2020)
- Zoning Code Update
- Affordable by design
- Housing Collaborative providing support



# Housing Element

## Zoning Code Update

- Codify objective design standards
- Create development standards that reflect modern development (reduce need for PD Zonings)
- Rezone sites to be consistent with General Plan





# Housing Element

## Affordable Housing Ordinance

- Tasman East Specific Plan (10% Phase 1, 15% Phase 2)
- Citywide Affordable Housing Requirements (adopted January 2018)
  - Projects of 10+ units provide at least 15% of units affordable at average income  $\leq$  100% AMI
  - Projects <10 units can pay In-Lieu Fee or provide 1 inclusionary unit
  - Option for alternative fulfillment that benefits the City
  - Commercial linkage fees
- Feasibility Study (2021)



# Housing Element

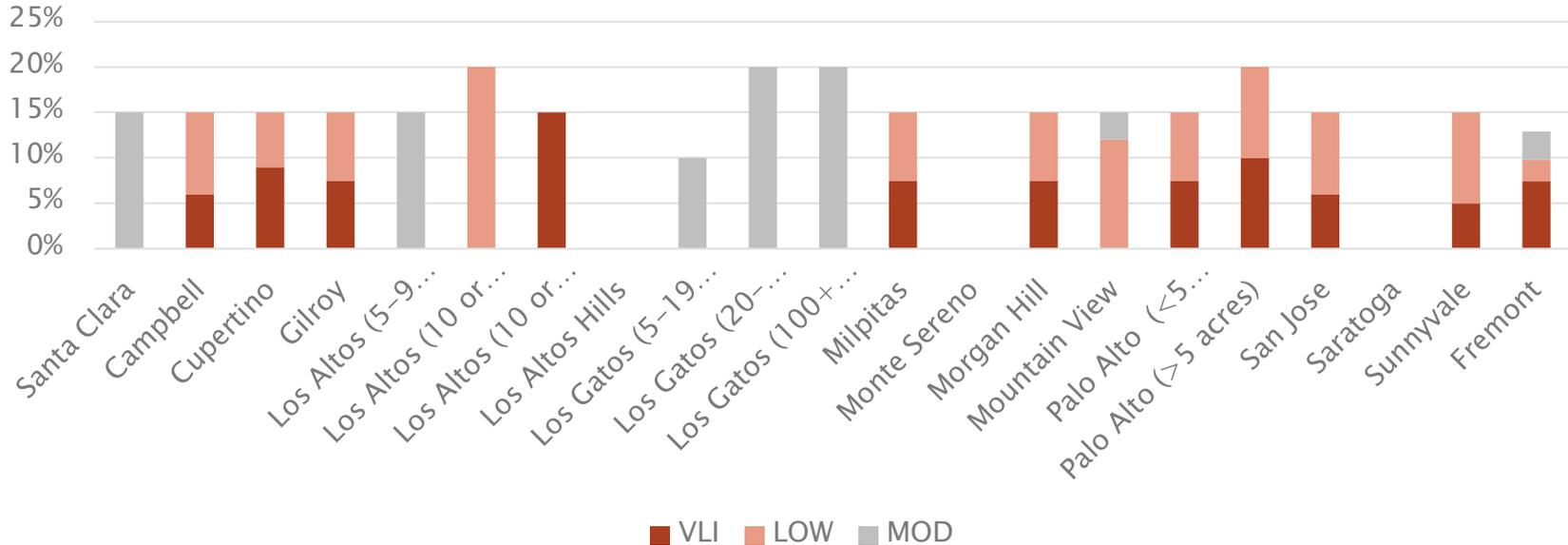
## Affordable Housing Ordinance – Feasibility Study

- Initiated to provide information
- No specific proposal
- Meet legal requirements
- Independent verification of market feasibility



# Housing Element

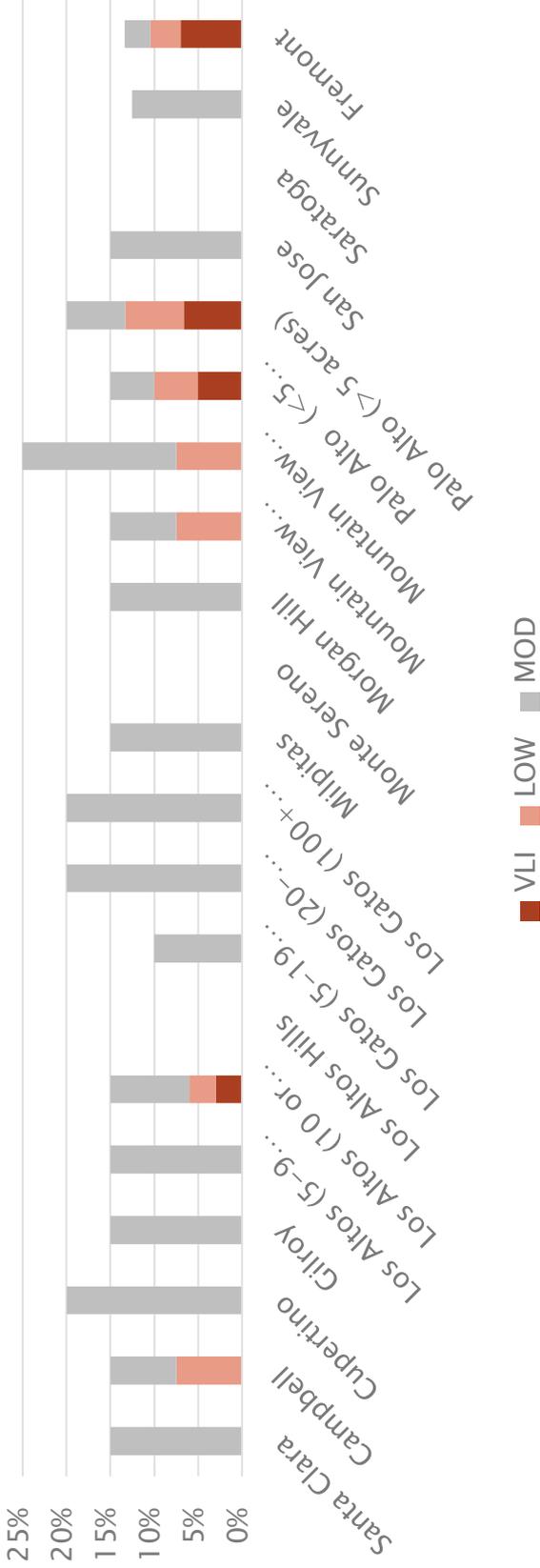
## Neighboring Cities Affordable Housing, Citywide Rental





# Housing Element

## Neighboring Cities Affordable Housing, Citywide For-Sale





# Housing Element

## Affordable Housing Feasibility Prototypes

Product	Density & Construction Type
Mid rise Condo	50 DU/Ac, Type V
Mid rise Rental	65 DU/Ac, Type V
Intermediate Rise Rental	100 DU/Ac, Type III
High Rise Rental	200 DU/Ac, Type I
Townhome	20 DU/Ac, Type V





# Housing Element

## Affordable Housing Feasibility Prototypes

FEBRUARY 2021

Prototyping And Initial Pro Formas

Developer Input

March  
12

City Council Study Session

April 6

APRIL 2021 +

Next Steps TBD



# Housing Element

## Affordable Housing Ordinance Considerations

- Other cities have similar or greater requirements
- Some Prototypes (e.g., Type I) already face feasibility challenges
- Some Prototypes (e.g., Type III) currently at feasibility limit
- Townhouse development most able to bear increased requirements
- Some projects become feasible if they can use a density bonus
- Increased inclusionary requirement could cause project to qualify for density bonuses, resulting in more units that offset increased costs
- Density bonus not helpful if it requires a change in construction type



# Housing Element

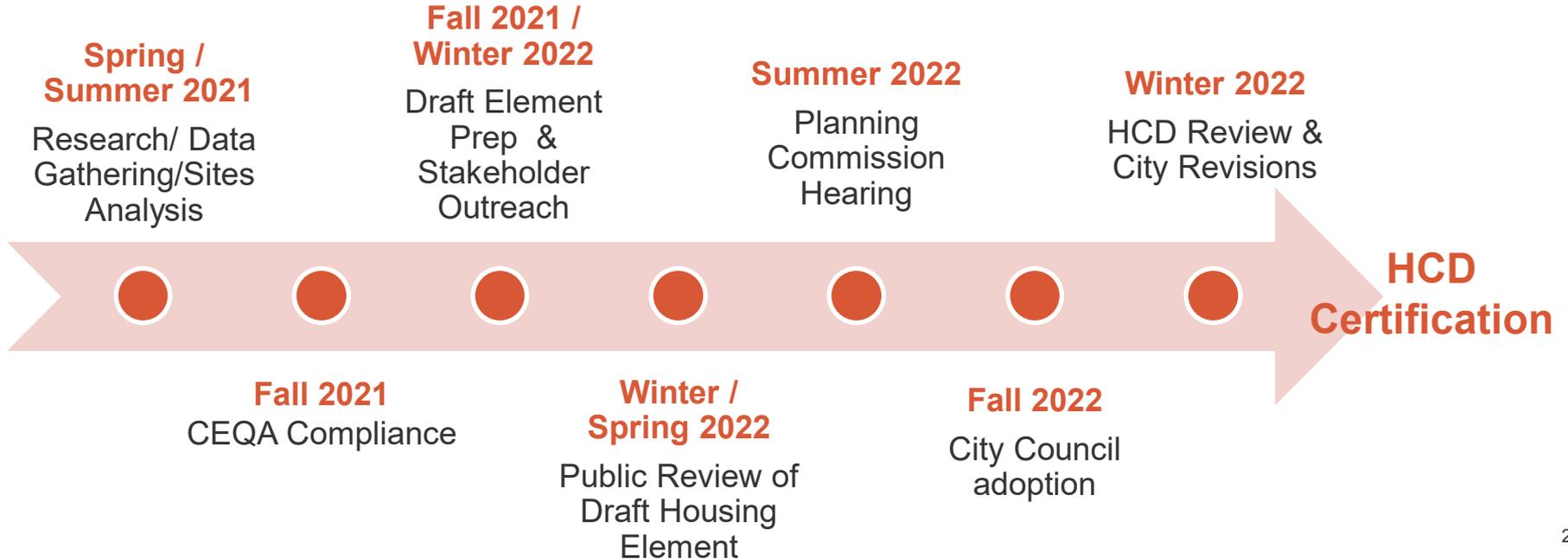
## Possible Options

- Maintain Status Quo
- Proceed with focused changes based on feasibility study
- Re-evaluate commercial linkage fees
- Explore incentives or changes to other requirements that can offset financial impact of added affordability requirements



# Housing Element

## Process





# **City Council**

**Item #3**

**RTC 21-918**

**Study Session  
Housing Element**

**April 6, 2021**

## 8.12-7 HOUSING PLAN

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The goals, policies, and actions delineated in this chapter serve to support the City's vision of providing decent housing and a suitable living environment for every resident.

### 8.12-7.1 Goals and Policies

The Housing Plan identifies the City's goals for neighborhood conservation, housing production, housing support, and housing opportunities. The goals are supported by policies which are implemented through a series of actions.

**Goal A** Create and maintain high-quality, livable, and unique residential neighborhoods and preserve established single-family neighborhoods.

**Policy A-1:** Maintain and improve the quality of residential neighborhoods, eliminate housing deficiencies and prevent future blight through the encouragement of ongoing maintenance, rehabilitation and conservation of existing housing stock.

**Policy A-2:** Provide code enforcement support for residential neighborhoods in conformance with City Code and Zoning Ordinance regulations.

**Policy A-3:** Promote compatibility between neighborhoods while respecting differences in neighborhood character.

**Policy A-4:** Promote consensus with City Design Guidelines.

**Goal B** Manage growth in the City by designating suitable vacant or underutilized sites for new residential development and ensuring compatibility with community goals and existing neighborhoods.

**Policy B-1:** Disperse affordable housing units throughout the City to avoid a concentration in any one neighborhood.

**Policy B-2:** Encourage the building of higher density housing on appropriate vacant or underutilized sites.

**Policy B-3:** Encourage the annual construction of the number of housing units necessary to meet the City's regional housing needs determination through housing finance and reducing development constraints.

**Policy B-4:** Promote compatibility between neighborhoods while respecting differences in neighborhood character.



**Policy B-5:** Work towards the mitigation of jobs/housing ratio impacts created by developments with significant employment.

**Policy B-6:** Encourage higher density residential development in transit-oriented and mixed use areas where appropriate.

**Policy B-7:** Encourage a mix of unit types and sizes in new housing development.

### Goal C

Provide housing within the community for persons of all economic levels, regardless of religion, gender, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or mental or physical disability.

**Policy C-1:** Construct and preserve affordable housing for lower and moderate income households through the use of public subsidies, regulatory incentives and flexible development standards.

**Policy C-2:** Participate in local, regional, State and federal programs that support affordable, transitional, supportive and permanent housing.

**Policy C-3:** Create opportunities for affordable housing and housing to support special needs populations and extremely low income households.

**Policy C-4:** Ensure equitable housing opportunities for all residents.

### Goal D

Provide an adequate variety of individual choices of housing tenure, type and location, including higher density where possible, especially for low and moderate income and special needs households.

**Policy D-1:** Promote a variety of housing types, in different locations to maintain social and economic diversity in the City.

**Policy D-2:** Participate in programs that provide support services to residents in need.

**Policy D-3:** Increase public outreach efforts to inform residents and potential developers of available City housing programs.

**Policy D-4:** Encourage early participation from residents and other stakeholders in development of long range plans and review of new development proposals.

**Policy D-5:** Ensure compliance with all State and federal regulations relating to housing opportunities and the prevention of discrimination.

### 8.12-7.2 Implementing Actions

Each Goal outlined in the Housing Plan is supported by one or more policies, which are often implemented by specific actions. On the one hand, many of the identified actions below will implement multiple policies and goals. On the other hand, some policies offer direction to Staff and appointed/elected officials in making decisions related to the provision of housing, but are not implemented by specific housing programs.

#### Action 1: Neighborhood Conservation Improvement Program (NCIP)

Under the direction of the City of Santa Clara Housing and Community Services Division, NCIP is a multi-purposed program offering technical and financial assistance to qualified residents. The program is designed for citywide households with gross incomes at or below 80 percent of County median income. Various types of repairs may be addressed through NCIP: re-roofing, plumbing, heating/cooling, electrical, termite damage, foundation and weatherization are examples. The costs for home repairs are covered under the loan program. Financial assistance can come in the form of a loan, grant or combination of both. For each project, the financial terms are reached at the time of determining eligibility and scope-of-work to be performed. Loan interest rates can be as low as 3 percent and increase according to the household income. Length of time of the loan is typically up to 20 years on either a deferred payment or monthly installment payment basis. Essentially, terms are flexible and below market, based on the applicant's particular income situation. Since 1976, the City of Santa Clara has assisted more than 1,000 homeowners to rehabilitate and increase the value of their homes through the Neighborhood Conservation and Improvement Program (NCIP).

<b>Funding Source:</b>	CDBG, HOME
<b>Responsible Agency:</b>	Housing & Community Services Division
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>- Assist approximately 424 homeowners with rehabilitation assistance, including approximately 160 extremely low income households.</li> <li>- Continue to conduct inspections of homes on a request and complaint basis, providing referrals to the NCIP and assistance where possible to correct identified issues and problems.</li> </ul>
<b>Timeframe:</b>	Ongoing
<b>Relevant Policies:</b>	Policy A-1



## Action 2: Preservation of Assisted Rental Housing

To meet the housing needs of persons of all economic groups, the City is committed to guarding against the loss of housing units reserved for lower income households. One assisted rental project in Santa Clara – Chateau Apartments - is identified to be at potential low risk of conversion to market rate use in 2023.

- Funding Source:** Departmental Budget
- Responsible Agency:** Housing & Community Services Division
- Objectives:**
- Continue to assist property owners of assisted housing by providing funding to make periodic improvements to the property, if available. Such assistance helps the project maintain its affordability.
  - Continue to monitor at-risk project by maintaining contact with the property owner annually regarding long-term plans for the project.
  - Establish contact with public and nonprofit agencies interested in purchasing and/or managing units at-risk. As necessary and feasible, the City will provide financial and technical assistance to these organizations.
  - Provide tenant education on Section 8 rental subsidies and other available assistance through City and County agencies as well as nonprofit organizations. Notify tenants at least one year in advance of potential conversion to market rate housing. Provide information regarding tenant rights and conversion procedures.
- Timeframe:** Ongoing
- Relevant Policies:** Policy B-1, Policy C-1, Policy C-2, Policy C-3, Policy D-1

## Action 3: Acquisition of Multi-Family Housing

As a strategy to expand the City’s affordable housing inventory, Santa Clara will continue to explore opportunities the acquisition/rehabilitation of multi-family housing. As funding permits, the City will work with nonprofit organizations to acquire and rehabilitate deteriorating and distressed properties and convert them into affordable rental housing for lower income households, including those with special needs.

- Funding Source:** CDBG; HOME
- Responsible Agency:** Housing & Community Services Division
- Objectives:**
- Annually explore funding sources available at the regional, State, and federal levels to support acquisition/rehabilitation opportunities.
  - Work with nonprofit entities to acquire and rehabilitate

existing multi-family structures to be maintained as affordable rental housing.

- Seek opportunities to identify and purchase deteriorated residential properties during depressed rental markets, rehabilitate units, and convert from market rate to affordable levels.

**Timeframe:** Ongoing

**Relevant Policies:** Policy B-1, Policy C-1, Policy C-2, Policy C-3, Policy D-1

#### Action 4: Code Enforcement Program

Code enforcement is essential to ensuring housing conservation and rehabilitation. The City maintains a strong housing inspection and code enforcement program to ensure adequate maintenance of the housing stock and quality of the residential neighborhoods. In an average year, the City receives several thousand complaints related to possible code enforcement violations. For all types of code complaints, the first step in the follow-up procedure is personal contact by a City Staff member to ascertain if a code violation exists, and to request remediation. In many cases, the individual responsible for the code violation is given the opportunity to voluntarily correct the situation and comply with current codes without a penalty.

**Funding Source:** CDBG, General Fund

**Responsible Agency:** Planning Division, Building Inspection, Police Department

**Objectives:**

- Continue the multi-family residential housing inspection and educational programs.
- Aggressively respond to violations of housing codes.
- Provide special attention to maintaining the stability of residential neighborhoods through development and enforcement of minimum standards of allowed use of the City's streets, as well as maintenance of front and other yard areas visible from the public right-of-way.

**Timeframe:** Ongoing

**Relevant Policies:** Policy A-1, Policy A-2, Policy A-3, Policy A-4

#### Action 5: Neighborhood Relations Program

Since 1990, the Neighborhood-University Relations Committee (NURC) (formerly Student Housing Committee) has been responsible for reviewing student housing issues. NURC meets regularly to facilitate on-going communication and problem solving among City officials, neighborhoods, property owners and Santa Clara University officials and students.



- Funding Source:** Departmental Budget
- Responsible Agency:** Planning Division, Police Department
- Objectives:**
- Improve the maintenance of student-occupied homes and behavior of the occupants to minimize impacts on the neighborhood surrounding SCU.
  - Enhance code enforcement and special Police patrols to address the problems in the area.
  - Continue to hold meetings three times per year with student tenants, landlords, SCU, residents and the City to allow opportunities for stakeholders to discuss neighborhood issues and concerns.
  - Continue to work with neighbors (residents, businesses, and institutions such as Santa Clara University) to ensure that development is compatible with existing neighborhoods and that neighbors are satisfied with the design, density, and parking requirements of projects.
- Timeframe:** Ongoing
- Relevant Policies:** Policy A-1, Policy A-2, Policy A-3, Policy A-4

## Action 6: Zoning Ordinance

The City is currently undertaking a comprehensive update to its Zoning Ordinance to reflect the current goals and policies of the 2010-2035 General Plan. As part of this update, the City will reconsider, and revise, if appropriate, its provisions for parking, mixed use developments, residential care facilities, employee housing, and SRO housing. The Zoning Ordinance update is expected to be completed in mid-2016. The comprehensive Zoning update is intended to bring consistency between the Zoning Ordinance and the General Plan, implementing the General Plan goals by facilitating mixed use development and higher density residential development, protecting existing neighborhoods, and incentivizing redevelopment by appropriate development standards and streamlined procedures.

In addition, the City completed a number of amendments to the Zoning Ordinance that were adopted in conjunction with the adoption of the 2015-2023 Housing Element on December 9, 2014. These amendments include provisions for reasonable accommodations, emergency shelters, transitional housing, and supportive housing, as well as an update of the City's Density Bonus Ordinance. The City will continue to monitor the Zoning Ordinance for any additional constraints to the development of housing and process amendments as necessary.

- Funding Source:** Departmental Budget

<b>Responsible Agency:</b>	Planning Division
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>- Complete the comprehensive update to the Zoning Ordinance by mid-2016.</li> <li>- Continue to monitor the Zoning Ordinance for any potential constraints to the development of housing, particularly housing for persons with special needs (including those with developmental disabilities), and amend the Zoning Ordinance as necessary.</li> </ul>
<b>Timeframe:</b>	Zoning Ordinance update to be completed by mid-2016; remaining objectives to be completed on an ongoing basis.
<b>Relevant Policies:</b>	Policy A-3, Policy A-4, Policy B-2, Policy C-1, Policy C-2, Policy C-3, Policy C-4, Policy D-1, Policy D-5

### Action 7: Adequate Sites Inventory

The City is committed to ensuring that adequate sites at appropriate densities remain available during the planning period, as required by law. The residential sites analysis completed for the 2015-2023 Housing Element indicates the City can accommodate its RHNA of 4,093 units, including 1,050 very low income units, 695 low income units, 755 moderate incomes, and 1,593 above moderate income units.

The City is updating its Land Use Element to implement Phase II of the 2010-2035 General Plan, providing additional housing opportunities in Tasman East and Lawrence Station Focus Areas, as discussed in detail in the Housing Opportunities section. The Land Use Element update to implement Phase II of the General Plan is scheduled to be adopted concurrent with the Housing Element adoption.

<b>Funding Source:</b>	Departmental Budget
<b>Responsible Agency:</b>	Planning Division
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>- Maintain an inventory of housing sites appropriate for a range of income levels and housing types, including supportive housing for persons with disabilities and developmental disabilities.</li> <li>- Provide information and technical assistance on Federal and State funding sources or referrals to appropriate agencies.</li> <li>- Disperse and monitor the location of affordable units in various areas of the City.</li> <li>- Review housing sites inventory at time of development proposal to determine consistency with proposed density and assumed density in Housing Element.</li> <li>- Maintain a zero net loss of units identified in the opportunity sites inventory of this Housing Element. If the assumed</li> </ul>



density is not entitled, a finding must be made that the displaced units can be redistributed to other opportunity sites.

- Encourage developments that are transit-based or in close proximity to transit when determining City affordable housing funding decision priorities.
- Encourage Mixed Use development where appropriate to provide increased opportunities for housing development.
- Notify owners of mixed use designated sites through an outreach/ marketing program.

**Timeframe:** Ongoing

**Relevant Policies:** Policy B-1, Policy B-2, Policy B-3, Policy B-5, Policy B-6, Policy B-7, Policy C-1, Policy C-3, Policy D-1, Policy D-3, Policy D-4

### Action 8: Lot Consolidation

While lot consolidation has not been heavily utilized in Santa Clara in the past, a number of small lots (less than 0.5 acres) along El Camino Real with multiple property owners have been identified in the Sites Inventory for the 2015-2023 Housing Element. The City will take a number of steps to facilitate the lot consolidation process for prospective developers.

**Funding Source:** Departmental Budget

**Responsible Agency:** Planning Division

- Objectives:**
- Provide technical assistance regarding the lot consolidation process to interested parties.
  - Provide the sites inventory to interested developers and assist in identifying sites with lot consolidation potential.
  - Process lot consolidation applications concurrently with other applications for development.

**Timeframe:** Ongoing

**Relevant Policies:** Policy B-2, Policy B-3, Policy C-1, Policy D-1

### Action 9: Impact Fees

The City charges various impact fees to provide essential services and facilities to serve new development. The City will conduct an impact fee study to compare the City’s fees (including the recently adopted park fees) with surrounding and similar jurisdictions.

<b>Funding Source:</b>	Departmental Budget
<b>Responsible Agency:</b>	Planning Division
<b>Objectives:</b>	- Assess if impact fees are constraining development or providing a competitive edge for the City. If City fees deviate significantly from those charged by comparable communities, take actions to adjust fees as appropriate.
<b>Timeframe:</b>	Conduct impact fee study/analysis in 2016/17 and monitor fees on an ongoing basis
<b>Relevant Policies:</b>	Policy B-2, Policy B-3, B-5, B-6, B-7, Policy C-3, Policy D-1

### Action 10: Provision of a Variety of Housing Types

The City of Santa Clara supports and encourages the development of a variety of housing types to rent and to own in a variety of locations to maintain social and economic diversity in the community. During 2015-2023 Housing Element planning period, the City will promote the development of accessory units, affordable one- and two-story additions to single-family homes, and other low income housing alternatives.

<b>Funding Source:</b>	Departmental Budget
<b>Responsible Agency:</b>	Planning Division
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>- Promote the construction of accessory units to increase the type and size of the City's housing stock, with an objective of 25 units per year or 200 units over eight years.</li> <li>- As part of the comprehensive Zoning Ordinance update (to be completed by mid-2016), reconsider, and revise if appropriate, requirements for accessory units.</li> <li>- Conduct an ongoing promotional program, including mailings to owners of single-family properties with adequate size for accessory living units.</li> <li>- Support development of low income housing alternatives, such as single-room occupancy (SRO) units, senior housing, family housing, housing for persons with disabilities (including developmental disabilities) etc.</li> <li>- Encourage affordable, compatible one- and two-story additions for upgrading single-family homes.</li> <li>- Provide increased flexibility for houses built prior to the current zoning requirements.</li> <li>- Continue to require the Residential Green Checklist as part of the permit submittals for residential construction.</li> </ul>
<b>Timeframe:</b>	Ongoing
<b>Relevant Policies:</b>	Policy A-3, Policy B-1, Policy B-3, Policy C-1, Policy C-3, Policy C-4, Policy D-1, Policy D-3



## Action 11: Inclusionary Housing Policy

The City's Inclusionary Housing Policy requires developers of residential developments of 10 or more units to provide at least 10 percent of their units at rents or prices affordable to very low, low and moderate income households. The Inclusionary Housing Policy has two components: Below Market Rental (BMR) program and Below Market Purchase (BMP) program. The City works with Neighborhood Housing Services Silicon Valley (NHSSV) to offer the BMP units to income-qualified households.

- Funding Source:** Inclusionary Housing
- Responsible Agency:** Planning Division
- Objectives:**
- Continue to implement the Inclusionary Housing BMP and BMR programs.
  - Annually monitor the effectiveness of the Inclusionary Housing Policy in expanding the housing supply and diversity in the community.
- Timeframe:** Ongoing
- Relevant Policies:** Policy B-1, Policy B-2, Policy B-3, Policy B-7, Policy C-1, Policy C-2, Policy C-3, Policy C-4, Policy D-1

## Action 12: Affordable Housing Incentives

For-profit and nonprofit developers play a significant role in providing affordable housing in Santa Clara. The City will proactively encourage and facilitate the development efforts of developers and organizations for the construction of affordable housing for lower income households, particularly those with special needs including seniors, large households, extremely low income households, and households with persons who have disabilities (including developmental disabilities).

- Funding Source:** CDBG; HOME
- Responsible Agency:** Planning Division
- Objectives:**
- Encourage and assist in efforts to combine public and private funds in joint housing ventures.
  - As appropriate, support and/or partner with housing developers in the application for affordable housing funding, such as providing technical data, assistance in identifying available and appropriate sites, expediting review and processing of affordable housing, and providing local match as funding is available.
  - Annually explore funding available at the regional, state, and

federal levels for affordable housing development and programs.

- Continue to work with the Housing Authority of Santa Clara County to expand the Authority's ability to create low and moderate income housing.
- Participate with other local jurisdictions to provide affordable housing. Collaborate with neighboring jurisdictions to pursue funding opportunities for affordable housing programs. CDBG and HOME funds will continue to be used in conjunction with other cities' funds to construct shelters and to provide housing services.
- Continue to provide density bonuses or equivalent financial incentives for housing projects which include affordable and/or senior housing units, consistent with State law requirements.
- Encourage housing developers to use the City's Density Bonus Ordinance and the Planned Development Zone District, which allow for flexibility in the zoning regulations.
- Continue to pursue opportunities to acquire and rehabilitate existing multi-family structures to be maintained as affordable rental housing.
- Encourage the provision of specialized housing to meet the needs of those with disabilities (including developmental disabilities); or for group care, emergency housing and foster homes, where appropriate.
- Identify situations of overcrowding and educate families of local housing programs.
- Incentivize nonprofit developers to develop units for very low and extremely low households by identifying appropriate housing sites or rehabilitation projects and matching developers with funding sources.
- Continue to require the Residential Green Checklist as part of the permit submittals for residential construction.
- Consider, in 2015-2016, other feasible incentives to foster affordable housing development in the City. These may include fee deferral, reduction, or waivers.

**Timeframe:**

Ongoing

**Relevant Policies:**

Policy B-1, Policy B-2, Policy B-3, Policy B-7, Policy C-1, Policy C-2, Policy C-3, Policy C-4, Policy D-1

### Action 13: Housing Mitigation Fee

With the dissolution of redevelopment and diminishing funding at the State and federal levels, the City will explore alternative funding mechanisms for affordable housing.



Specifically, the City will continue its current practices of requiring housing impact studies for large-scale projects with the potential of generating a significant number of jobs. In addition, the City will consider establishing a housing mitigation fee program.

- Funding Source:** Departmental Budget
- Responsible Agency:** Housing and Community Services Division
- Objectives:**
  - Continue to require housing impact studies as part of project-related environmental reviews for new developments or businesses that generate a high number of jobs.
  - Continue to require Housing Impact Studies through development agreements with new projects, to address the impact on the affordable housing supply.
  - Consider, in 2015-2016, establishing an affordable housing mitigation fee for office and industrial developments that propose a significant square footage of area where persons are to be employed.
- Timeframe:** Ongoing
- Relevant Policies:** Policy B-2, Policy B-3, Policy C-1, Policy D-1

### Action 14: Affordable Housing Funding

Within 12-18 months of the Housing Element adoption, conduct study session or series of study sessions as needed with the City Council to explore additional sources that would provide a steady funding stream for affordable housing. These may include local sources such as commercial linkage and setting aside a portion of general fund property tax revenues formerly collected from former Redevelopment Areas to be retained for affordable housing (also referred to as “boomerang funds”).

Annually, staff will evaluate Notices of Funding Availability (NOFAs) from State, federal, and regional programs and pursue funding applications as appropriate.

- Funding Source:** Departmental Budget
- Responsible Agency:** Planning Division and Housing and Community Services Division
- Objectives:**
  - Identify a steady source of affordable housing funds.
  - Pursue funding available from State, federal, and regional housing programs.
- Timeframe:** Conduct a series of study sessions, within 12-18 months of Housing Element adoption, with City Council on steady source of local affordable housing funds. Annually evaluate NOFAs for affordable housing and pursue as appropriate.

**Relevant Policies:** Policy B-1, Policy B-2, Policy B-3, Policy B-7, Policy C-1, Policy C-2, Policy C-3, Policy C-4, Policy D-1

### Action 15: Economic Displacement

Development in the City has primarily occurred as the recycling of existing marginal commercial and industrial uses into higher density multi-family housing. As such, the City has not yet experienced any displacement of lower income households due to new development. As redevelopment of existing uses continues, the City will evaluate potential displacement, and develop and adopt measures, as appropriate, to address the risk of direct or indirect displacement of existing residents. The City will implement measures, as appropriate, to address displacement. The City will monitor such measures bi-annually for effectiveness and make necessary adjustments.

**Funding Source:** Departmental Budget

**Responsible Agency:** Planning Division

**Objectives:** - Evaluate programs and policies, and provide recommendations to City Council within one years of Housing Element adoption. As necessary and appropriate, adopt programs and policies to address displacement within two years of Housing Element adoption. Monitor programs and policies bi-annually for effectiveness.

**Timeframe:** Ongoing

**Relevant Policies:** Policy B-4, Policy B-5, Policy C-1

### Action 16: Shared Housing

Shared housing is an affordable housing alternative for seniors and other lower income residents. The City provides funding assistance to the Shared Housing Program administered by Catholic Charities. This program arranges for households to share an existing housing unit. In addition to contributing to the operating expenses of such programs, the City has provided single-family homes for shared housing arrangements. The homes were originally purchased for right-of-way needs and subsequently became available for shared housing.



- Funding Source:** Departmental Budget, CDBG
- Responsible Agency:** Planning Division
- Objectives:**
- Continue to support programs designed to create shared housing arrangements for seniors, families and persons with disabilities (including developmental disabilities).
  - Annually evaluate the need for shared housing services as part of the CDBG annual plan process.
- Timeframe:** Ongoing
- Relevant Policies:** Policy B-1, Policy C-2, Policy C-3, Policy C-4, Policy D-1, Policy D-2

### Action 17: Housing Choice Voucher Program

The Section 8 Housing Choice Voucher Program extends rental subsidies to very low income households, as well as elderly and disabled persons. The subsidy represents the difference between 30 percent of the monthly income and the allowable rent determined by the Section 8 program. Vouchers permit tenants to locate their own housing and rent units beyond the federally determined fair market rent in an area. As of August 30, 2012, the Housing Authority had 839 Section 8 vouchers under contract within the City, an increase of 10 vouchers from the previous year.

- Funding Source:** Section 8
- Responsible Agency:** Housing Authority of the County of Santa Clara
- Objectives:**
- Continue to participate in and promote the Housing Choice Voucher Program.
  - Encourage apartment owners to list properties with the Housing Authority for individual Housing Choice Vouchers.
- Timeframe:** Ongoing
- Relevant Policies:** Policy B-1, Policy C-1, Policy C-2, Policy C-3, Policy D-1

### Action 18: Homeownership for First-Time Buyers

The City continues to create affordable ownership units through its Inclusionary Housing Policy. Neighborhood Housing Services Silicon Valley (NHSSV) partners with Santa Clara to offer the units created through the Inclusionary Housing - Below Market Purchase (BMP) program to income-qualified households. These units are purchased with downpayment assistance and remain affordable 20 to 45 years for working and middle income buyers. The intent of the BMP program is to offer homebuyers an opportunity to purchase a home they would not ordinarily be able to afford. As part of this program, Santa Clara BMP owners participate in an equity share program. During the first five years, the equity increase is

capped at the amount of percentage change in the Santa Clara County Median Income (AMI) level from the year that the unit was purchased until the year that the unit is sold. Owners will earn five percent equity per year during the 20-year restriction.

Other resources for affordable homeownership are also available to Santa Clara residents. These include the Housing Trust Silicon Valley and Mortgage Credit Certificates. The Housing Trust Silicon Valley provides loans to low and moderate income homebuyers in Silicon Valley in the form of low-interest, second mortgages and downpayment assistance. Santa Clara residents are eligible for two types of assistance offered by the Housing Trust:

- Mortgage Assistance: Up to 17 percent of the purchase price, not exceeding \$85,000
- Gap Assistance: Up to 20 percent of the purchase price, not exceeding \$50,000

The Mortgage Credit Certificate Program (MCC), administered by the County of Santa Clara Office of Affordable Housing, provides financial assistance to first-time homebuyers. The Santa Clara County MCC tax credit reduces the federal income taxes of qualified borrowers purchasing qualified homes, thus having the effect of a mortgage subsidy. The current tax credit rate is up to 15 percent of the interest paid to the lender on the first loan.

<b>Funding Source:</b>	Inclusionary Housing
<b>Responsible Agency:</b>	Neighborhood Housing Services Silicon Valley (NHSSV)
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>- Continue to collaborate with NHSSV to implement the BMP program and provide assistance to approximately 10 to 15 lower, moderate, and middle income households during the 2015-2023 Housing Element planning period.</li> <li>- Promote homeownership, particularly for first time buyers, through single-family, townhouse and condominium construction as well as conversion of rental to condominium ownership, where appropriate.</li> <li>- Encourage program participation among moderate income households, as well as low income households, while interest rates are low.</li> <li>- Continue to promote homebuyer assistance programs through the Housing Trust Silicon Valley and the County of Santa Clara. Include links to these housing resources on City website by 2015.</li> </ul>
<b>Timeframe:</b>	Ongoing
<b>Relevant Policies:</b>	Policy B-1, Policy C-2, Policy D-1



## Action 19: Fair Housing Program

The City contracts with a qualified fair housing services provider to provide fair housing services to its residents. Currently, the City utilizes Project Sentinel, a nonprofit agency that provides information and dispute resolution services to tenants, landlords, and roommates. Since 2009, Project Sentinel has assisted 732 Santa Clara households and landlords with resolving disputes through counseling, conciliation and mediation.

**Funding Source:** CDBG

**Responsible Agency:** Housing and Community Services Division

**Objectives:**

- Continue to refer tenant-landlord complaints to an agency offering mediation.
- Provide referral services and promotional support to link those experiencing discrimination in housing with public or private groups who handle complaints against discrimination.
- Seek state and federal enforcement of fair housing laws and continue to cooperate with local agencies investigating claims of discrimination in lending practices and predatory lending.
- Provide outreach and education materials about fair housing services, nonprofit partners (e.g. Project Sentinel).
- Continue to hold open house events and meetings to distribute fair housing information and resources to tenants and homeowners in need of assistance.
- Refer disputes between property owners to the County Human Relations Commission's Dispute Officer.

**Timeframe:** Ongoing

**Relevant Policies:** Policy B-1, Policy C-2, Policy D-1

## Action 20: Homeless Services

The City provides assistance to a number of local agencies that operate programs that serve the homeless. The following agencies have received funding from the City:

- Next Door Solutions to Domestic Violence
- Emergency Housing Consortium
- St. Justin Community Ministry
- Bill Wilson Center
- Community Technology Alliance
- Invision

<b>Funding Source:</b>	CDBG
<b>Responsible Agency:</b>	Housing and Community Services Division
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>- Assist in funding locally administered programs that provide shelter, food and clothing for those with transitional and supportive housing needs.</li> <li>- Continue to support housing for at-risk youth.</li> </ul>
<b>Timeframe:</b>	Ongoing
<b>Relevant Policies:</b>	Policy B-1, Policy C-2, Policy D-1

### 8.12-7.3 Quantified Objectives

Table 8.12-7-1 below summarizes the City of Santa Clara's quantified housing objectives for the 2015-2023 Housing Element planning period.

**TABLE 8.12-7-1: QUANTIFIED OBJECTIVES**

	<i>Units to be Constructed (RHNA)</i>	<i>Units to Be Rehabilitated</i>	<i>Units to Be Conserved</i>
Extremely Low Income	525	160	12
Very Low Income	525	168	13
Low Income	695	96	0
Moderate Income	755	0	0
Above Moderate Income	1,593	0	0
<b>Total</b>	<b>4,093</b>	<b>424</b>	<b>25</b>



# California Department of Housing and Community Development

## Affirmatively Furthering Fair Housing

Guidance for All Public Entities and for Housing Elements

(April 2021 Update)



## Definition of Affirmatively Furthering Fair Housing

Meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a public agency's activities and programs relating to housing and community development.

Additional definitions can be found on Pg. 64.

## Purpose and Uses of Ongoing Guidance and AFFH Data Viewer:

(Sample text for now – actual text to follow)

This guidance memo is a more comprehensive update to the AB 686 summary of requirements in housing element law that the Department of Housing and Community Development (HCD) released April 23, 2020, which can be found at [hcd.ca.gov](http://hcd.ca.gov). This guidance is meant to assist public agencies and local governments meet AB 686 requirements. The guidance will be updated periodically in collaboration with practitioners and stakeholders to provide additional samples and best practices.

This guidance is advisory and is adopted pursuant to HCD's general authority to provide technical assistance on the preparation of housing elements. HCD is also cognizant of its own duty to affirmatively further fair housing (AFFH) in adopting this guidance. Nevertheless, where the document says "shall" or "must," there is no intent to create a mandatory duty that does not independently exist in statute, and the use of these terms is merely a repetition of that mandatory duty. This document offers guidance and should not be construed as legal advice.

HCD has also developed a statewide AFFH Data Viewer that assembles various data sources and provides options for addressing each of the components within the full scope of the assessment of fair housing. The AFFH Data Viewer may be utilized to address the data components of new requirements to affirmatively furthering fair housing but must be used in combination with other data such as local or regionally available data. The AFFH Data Viewer consists of map data layers organized by: 1) Fair Housing Enforcement and Outreach Capacity, 2) Segregation and Integration, 3) Disparities in Access to Opportunity, 4) Disproportionate Housing Needs, including Displacement Risks, 5) Racially and Ethnically Concentrated Areas of Poverty and Affluence and 6) Supplemental Data. The AFFH Data Viewer is intended to be useful to a broad audience, such as local and regional governments, and organizations involved in the housing element process. For more information, visit the HCD's website at [www.hcd.ca.gov/community-development/affh/](http://www.hcd.ca.gov/community-development/affh/).





# HCD Mission, Vision, and Core Values

## **Mission**

Promote safe, affordable homes and vibrant, inclusive, sustainable communities for all Californians.

## **Vision**

Every California resident can live, work, and play in healthy communities of opportunity.

## **Core Values**

**INNOVATION:** Empowered to apply creative solutions

**PROFESSIONALISM:** Demonstrate a willing attitude, open-mindedness, competence, and respect at all levels

**ACCOUNTABILITY:** Responsible, thoughtful ownership and acknowledgement of actions and performance

**MISSION-DRIVEN:** Determined and focused on achieving HCD's purpose

**INTEGRITY:** Direct, honest, transparent, and ethical in every action

**DIVERSITY:** Support, strengthen, and foster diversity and inclusive teams, programs, and partnerships



## California Department of Housing and Community Development

**Director Gustavo Velasquez**

### **Message Re: AB 686 Affirmatively Furthering Fair Housing**

April is fair housing month, and April 2021 marks a momentous time in the recent history of fair housing in America. Racial and economic inequity have been catapulted to the forefront of public discourse through the lenses of a deadly pandemic and ongoing structural racism, clearly capturing which of our neighbors are affected most, and why. For the well-being of our state, it is vital that we maintain a sharp focus on addressing the challenges we face in achieving racial equity and opportunity for all Californians.

President Joe Biden is following through with his early commitment to make racial equity and fair housing advancement a cornerstone of his administration's policy and has committed to reinstate the 2015 Affirmatively Furthering Fair Housing rule and the 2013 Disparate Impact rule. California also recognizes and fully commits to addressing the role that public policy – at all levels of government – played in creating the patterns of segregation and racially concentrated areas of poverty that we see in our state today.

In 2018, California passed AB 686 as the statewide framework to affirmatively further fair housing; to promote inclusive communities, further housing choice, and address racial and economic disparities through government programs, policies, and operations. AB 686 is one of the most important tools that our local jurisdictions and partners can use to address systemic racism in housing and achieve positive impact for all Californians through public policies. AB 686 applies to all public agencies in all activities related to housing and community development. The duty to affirmatively further fair housing must be taken with the utmost diligence and cannot be ignored by any of us if it is to be successful.

Together, we must ameliorate past actions that led to inequity. As decision-makers we must create land-use and funding policies to increase affordable housing in high-resource neighborhoods that have often been exclusionary and bring additional resources to traditionally under-resourced neighborhoods.

Affirmatively furthering fair housing in California is about achieving better outcomes for all Californians regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, disability, and all other protected characteristics. These principles and requirements are necessary in addressing the racial wealth and homeownership gap, income disparities, and unequal access to opportunities. When everyone has better housing, health, and economic outcomes, we all do better as a whole.

Please join HCD and the many devoted partners in promoting stronger and more inclusive, sustainable communities. We know that our shared struggle for racial equity is centuries in the making and that there is more work to be done. We are honored to be part of a legacy of stepping up and making things better, for all of us.

## Purpose

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This guidance memo is a more comprehensive update to the AB 686 summary of requirements in housing element law that the Department of Housing and Community Development (HCD) released April 23, 2020, which can be found at [hcd.ca.gov](http://hcd.ca.gov). This guidance is meant to assist public agencies and local governments meet AB 686 requirements. The guidance will be updated periodically in collaboration with practitioners and stakeholders to provide additional samples and best practices.

This guidance is adopted pursuant to Department of Housing and Community Development's (HCD's) general authority to provide technical assistance on the preparation of housing elements. Local jurisdictions' use of this guidance will support their legal obligation to comply with the duty to affirmatively further fair housing. HCD is also cognizant of its own duty to affirmatively further fair housing in this guidance.

## Acknowledgements

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The Department appreciates the contributions of the many individuals and organizations and sincerely thanks the guidance, expertise and partnership of:

- » Governor's Office of Planning and Research
- » Strategic Growth Council
- » University of California, Berkeley – Center for Community Innovation, Othering and Belonging Institute and Terner Center
- » Furthering Fair Housing MIT Research Consortium
- » University of Minnesota Center for Urban and Regional Affairs
- » National Housing Law Project
- » Western Center on Law and Poverty
- » PolicyLink
- » Public Advocates
- » Public Interest Law Project
- » California Rural Legal Assistance
- » Disability Rights
- » Leadership Counsel for Justice and Accountability
- » Poverty and Race Research Action Council
- » Housing Rights Center
- » The Law Foundation of Silicon Valley
- » Public Law Center
- » Public Interest Advocacy
- » California Housing Partnership Corporation

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# Background and History of Affirmatively Furthering Fair Housing

Where we call home has far-reaching impacts on our lives and futures. Home can provide us with the building blocks to success: a sense of belonging, safety, and access to economic and social opportunities. Housing is a key determinant in whether or not people have the resources to live healthy lives and achieve their full potential. Land use policies and planning often translate into the ability of families to access neighborhoods of opportunity, with high-performing schools, greater availability of jobs that afford entry to the middle class, and convenient access to transit and services. The limits on housing choice and access experienced by people within protected classes, such as race, sexual orientation, or disability, have far-reaching impacts on access to job opportunity, quality education, and mental and physical health.

Residential segregation and exclusion, whether by race, ethnicity, disability, or income, is a result of numerous housing policies, practices, and procedures—both public and private—that have had enduring and pervasive negative impacts. Overt and covert housing discrimination through land use policy, shifting housing markets, and patterns of investment and disinvestment, have restricted meaningful fair housing choice and equitable access to opportunity, particularly for communities of color. Historic patterns of segregation persist in California despite the long-standing federal mandate, established by the Fair Housing Act of 1968 (FHA), that federal agencies and federal grantees affirmatively further the purposes of the FHA.

In the decades preceding and since the passage of the FHA, government and non-governmental policies and practices have disproportionately and unfairly impacted people and communities. Rampant exclusionary tactics and disparate treatment such as redlining, racially restrictive covenants, and biased mortgage lending practices were a few of the methods in the housing system that federal, state, and local lawmakers developed or explicitly supported to encourage spatial inequality based on race. State-sponsored, racially explicit practices fostered economic inequality and created a systematic wealth gap, as some groups were excluded from accessing homeownership and thereby denied the ability to create intergenerational wealth through investments in real estate.

In 1968, the FHA was enacted to remedy significant and long-standing inequities borne by protected classes, particularly Black and Hispanic people. As amended in subsequent years, the FHA mandates broad protections, prohibiting housing discrimination based upon race, color, religion, sex, disability, familial status, or national origin. Importantly, it advances the need to go beyond prohibiting housing discrimination and create opportunities for real housing choice through affirmatively furthering fair housing.<sup>1</sup>

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<sup>1</sup> The Fair Housing Act of 1968 originally only protected against discrimination based on race, color, religion, and national origin. The FHA was later amended in 1974 to include sex and then again in 1988 to include discrimination based on disability and familial status.

Although federal mandates prohibit overt forms of discrimination in housing, forces driving residential segregation have persisted, sometimes taking on new forms to achieve the same discriminatory ends. Racially explicit practices were subtly replaced by race-neutral methods to exclude people of color from predominantly white neighborhoods. Over time, single-family zoning emerged and replaced race-based zoning as a tool for segregating communities by restricting more affordable housing options, such as apartments or condominiums. Exclusionary zoning policies have made it difficult for lower-income residents to access certain communities and in turn has had a discriminatory effect on protected characteristics such as race, disability, and familial status. Furthermore, federal, state, and local subsidized programs failed to construct affordable housing in high-resource neighborhoods, which are disproportionately white, thereby reinforcing the spatial segregation of low-income communities of color.<sup>2</sup>

Past and present discriminatory policies and practices, including long-term disinvestment, have resulted in neighborhoods with concentrated poverty and poor housing stock, limited access to opportunity, unsafe environmental conditions, underfunded schools, dilapidated infrastructure, and other disproportionately experienced problems. In addition, governmental policies have subsidized the development of segregated, high-resourced suburbs in metropolitan areas by constructing new highway systems—often through lower income communities of color—to ensure access to job opportunities in urban centers. This physical and policy infrastructure supports patterns of discrimination and high levels of segregation that continue to persist in California and across the country. All of these conditions persist despite the over 50-year-old obligation to prohibit discrimination and affirmatively further fair housing.

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<sup>2</sup> As of 2017, the State of California had 391 racially and ethnically concentrated areas of poverty (R/ECAP) areas, which represents a notable 40 percent increase from the 278 R/ECAP areas documented in 2010. Between 2000, when the state had 182 R/ECAP areas, and 2017, California has seen a 115 percent increase in R/ECAP areas (Final 2020 Analysis of Impediments (AI), p. 165).

Housing policy, program guidelines, and regulations were essential in creating current inequities, and they are equally important in both preventing further segregation and concentration of poverty, as well as increasing access to opportunity. In order to ameliorate past actions that led to inequity, decision-makers must create land-use and funding policies to increase affordable housing in high resource neighborhoods that have often been exclusionary (explicitly or in effect of costs and zoning policies) and bring additional resources to traditionally under-resourced neighborhoods.

To address these conditions, Assembly Bill 686 (AB 686), signed in 2018, establishes an independent state mandate that expands the duty of all California’s public agencies to affirmatively further fair housing (AFFH). AB 686 added to existing protections in California. The Fair Employment and Housing Act (FEHA) provides broad protections to California residents, prohibiting housing discrimination through public or private land-use practices, decisions, and authorizations based upon “race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information.”<sup>3</sup> Also, Government Code section 65008 prohibits discrimination against affordable housing based on financing or occupancy by low- and moderate-income households. With the passage of AB 686, state and local public agencies are required to affirmatively further fair housing through deliberate action to explicitly address, combat, and relieve disparities resulting from past and current patterns of segregation to foster more inclusive communities. Importantly, AB 686 also creates new housing element requirements applying to all housing elements due to be revised on or after January 1, 2021. These requirements include an assessment of fair housing practices, an analysis of the relationship between available sites and areas of high or low resources, and concrete actions in the form of programs to affirmatively further fair housing. The purpose of this assessment and analysis is to replace segregated living patterns with truly integrated and balanced living patterns and to transform racially and ethnically concentrated areas of poverty (R/ECAP) into areas of opportunity. The purpose of this memo is to assist in that assessment and analysis.

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3 Gov. Code, §§ 12900-12996.

# Chart 1: Summary of AB 686 Requirements



# Overview of AB 686 Changes to Law

**AB 686** (Chapter 958, Statutes of 2018) makes changes to laws in two broad areas:

1. Duty of All Public Agencies to Affirmatively Further Fair Housing
2. Affirmatively Furthering Fair Housing Changes to Housing Element Law

## Duty of All Public Agencies to Affirmatively Further Fair Housing

Existing federal law requires departments and agencies to administer programs relating to housing in a way that affirmatively furthers fair housing.<sup>4</sup> These obligations extend to state and local governments that receive funds or contract with the federal government. For example, a local government receiving Community Development Block Grant (CDBG) dollars directly from the federal government is obligated to affirmatively further fair housing; under federal law this included completing an assessment of fair housing to inform the consolidated plan. However, federal planning requirements are subject to shifting promulgation of laws through various mechanisms such as regulations, rules, and program guidelines.<sup>5</sup>

As of January 1, 2019, AB 686 extends the obligation to affirmatively further fair housing to all public agencies in the State of California. This affirmative duty is not limited to those agencies with relationships with the federal government and is to be broadly applied throughout agencies at the state and local level.<sup>6</sup> Now, all public agencies must both (1) administer programs and activities relating to housing and community development in a manner that affirmatively furthers fair housing, and (2) take no action inconsistent with this obligation. Affirmatively furthering fair housing means “taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities.”<sup>7</sup> These new statutory obligations charge all public agencies with broadly examining their existing and future policies, plans, programs, rules, practices, and related activities and make proactive changes to promote more inclusive communities.<sup>8</sup>

## Affirmatively Furthering Fair Housing Changes to Housing Element Law

Even prior to the passage of AB 686, Housing Element Law inherently promoted more inclusive communities, such as by addressing the disproportionate housing needs of lower income households, and households with special needs (e.g., persons with disabilities, elderly, large households, single

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4 See [Executive Order 12892](#) – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing. January 17, 1994.

5 Effective September 8, 2020, HUD replaced the final AFFH rule with the [Preserving Community and Neighborhood Choice rule](#) [\[federalregister.gov\]](#). Under the new rule entities are not required to complete a fair housing assessment (AFH or AI). They must AFFH, which has been redefined to read as, “means to take any action rationally related to promoting any attribute or attributes of fair housing as defined in the preceding subsection” (24 C.F.R. §5.150 (2020)).

6 Gov. Code, § 8899.50, subd. (a)(2).

7 Id., subd. (a)(1).

8 Id., subds. (a)(1), (a)(2), (b), (c), and (d).

parent households, farmworkers, and people experiencing homelessness).<sup>9</sup> For example, Housing Element Law requires local governments to make diligent efforts to include all segments of the community in public participation. Housing Element Law requires specific analysis of persons and households with special needs and commensurate development of policies and programs.<sup>10</sup> Housing Element Law, among many other things, also requires zoning for a variety of housing choices, the identification of sites to accommodate the housing needs of all incomes, and specific programs to promote fair housing.<sup>11</sup>

AB 686 makes changes to Housing Element Law to ensure the long-standing duty to affirmatively further fair housing is part of the housing element of the general plan,<sup>12</sup> which is the fundamental guiding document for community development for all local governments.<sup>13</sup>

Major changes include:

## Outreach and Capacity

The preparation, adoption, and implementation of a housing element requires a diligent effort to include all economic segments of the community.<sup>14</sup> AB 686 reinforces and builds on this requirement. Under AB 686 and changes to Housing Element Law, the housing element must also include a summary of fair housing outreach and capacity.<sup>15</sup> The element must describe meaningful, frequent, and ongoing community participation, consultation, and coordination that is integrated with the broader stakeholder outreach and community participation process for the overall housing element.<sup>16</sup>

Outreach plans should consider geographic barriers to participation, especially in geographically extensive jurisdictions and rural areas, and should plan to hold in-person meetings in various locations to ensure residents from across the jurisdiction have the opportunity to participate. Jurisdictions should seek sites that are transit-accessible and/or consider options to assist residents without vehicle access with transportation.<sup>17</sup> Meetings should be held outside of work hours, including on evenings and weekends, to facilitate participation.<sup>18</sup> Drafts of the housing element should be made available to the public for review and comment with ample time before submission to the Department of Housing and Community Development (HCD) for review. In-person and electronic options for participation should also be made available. Also, housing element outreach should be aligned with the SB 1000 (2016)

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9 See, e.g., Gov. Code, § 65583, subds. (a)(1), (a)(7); HCD, Building Blocks, at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>.

10 Gov. Code, § 65583, subds. (a)(7), (c).

11 See, e.g., Gov. Code, § 65583, subd. (a)(4), (c)(1).

12 See, e.g., Gov. Code, § 65583, subd. (c)(5).

13 *DeVita v. County of Napa* (1995) 9 Cal.4th 763, 772–773 (“general plan ... remains, a ‘constitution’ for future development”); *Leshar Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal.3d 531, 540 (general plan is located at the top of “the hierarchy of local government law regulating land use”).

14 Gov. Code, § 65583, subd. (c)(9).

15 See, e.g., Gov. Code, § 65583, subd. (c)(10)(A)(i).

16 Gov. Code, §§ 65583, subds. (c)(9), (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42292-42302, 42353-42360, esp. 42354-42356 (July 16, 2015).

17 Gov. Code, § 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360, esp. 42354-42356 (July 16, 2015); HCD, Building Blocks, Public Participation at <https://www.hcd.ca.gov/community-development/building-blocks/getting-started/public-participation.shtml>.

18 Gov. Code, § 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42292-42302, 42353-42360, esp. 42354-42356 (July 16, 2015); HCD, Building Blocks, Public Participation at <https://www.hcd.ca.gov/community-development/building-blocks/getting-started/public-participation.shtml>.

(Environmental Justice Element)<sup>19</sup> outreach to the extent possible, given the overlapping topic areas.

**Examples of key stakeholders:**

- Community-based and other organizations (CBOs) that represent protected class members
- Public housing authorities
- Housing and community development providers
- Lower income community members and households that include persons in protected classes
- Fair housing agencies
- Independent living centers
- Regional centers
- Homeless services agencies
- Churches and community service organizations that serve ethnic/linguistic minorities

**Important components of meaningful engagement:**

- Translation of materials and making translation available at meetings
- Working with CBOs and other community stakeholders to develop effective outreach and engagement plans
- Making accessible information materials that avoid use of overly technical language
- Offering mini-grants to CBOs and other stakeholders to assist with engagement of low-income households and protected classes

**Assessment of Fair Housing: Summary of Issues and Analysis of Patterns, Trends, and Disproportionate Housing Needs**

The housing element now incorporates planning and analysis which is collectively referred to as an assessment of fair housing (AFH),<sup>20</sup> which generally includes:

- A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction’s fair housing enforcement and outreach capacity; and
- An analysis and summary of fair housing issues utilizing available federal, state, and local data and knowledge. The analysis must include a variety of factors, such as trends and patterns within the locality and in comparison to the broader region, and the analysis must address:
  - » Integration and segregation;
  - » Racially or ethnically concentrated areas of poverty;
  - » Disparities in access to opportunity, including for persons with disabilities; and
  - » Disproportionate housing needs (this may include things like overpayment, overcrowding, housing conditions disproportionately affecting protected classes), including displacement risk.

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<sup>19</sup> Gov. Code, § 65302, subd. (h).

<sup>20</sup> Gov. Code, §§ 65583, subds. (c)(9), (c)(10), 8899.50, subds. (a), (b), (c); AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42292-42302, 42343-42344, 42353-42360 (July 16, 2015).

## Site Inventory

Prior to AB 686, Housing Element Law required jurisdictions to inventory and identify adequate sites appropriately zoned and available to accommodate its Regional Housing Need Allocation (RHNA).<sup>21</sup> The housing element must demonstrate that there are adequate sites zoned for the development of housing for households at each income level sufficient to accommodate the number of new housing units needed at each income level as identified in the RHNA.<sup>22</sup>

AB 686 now requires that a jurisdiction identify sites throughout the community in a manner that is consistent with its duty to affirmatively further fair housing (AFFH) and the findings of its assessment of fair housing, pursuant to Government Code section 65583, subdivision (c)(10)(A).<sup>23</sup> In the context of AFFH, the site identification requirement involves not only an analysis of site capacity to accommodate the RHNA, but also whether the identified sites serve the purpose of replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity.<sup>24</sup>

## Identification and Prioritization of Contributing Factors

Existing Housing Element Law requires various analyses, such as a housing needs assessment, housing needs of persons with special needs, housing conditions, potential governmental and non-governmental constraints, site inventory to accommodate the projected housing need (i.e., regional housing need allocation), and identification of units at risk of converting to market-rate uses.<sup>25</sup> Each of these analyses inform the goals, policies and schedule of actions to address the existing and projected housing needs over the planning period.<sup>26</sup> AB 686 advances this same framework and requires linking analysis with policy and action formulation. AB 686 requires an identification and prioritization of contributing factors to fair housing issues based on all the previously required analysis (outreach, fair housing assessment, site inventory).<sup>27</sup> This identification and prioritization must give highest priority to factors that limit or deny fair housing choice or access to opportunity or negatively impact fair housing or civil rights.<sup>28</sup>

## Goals and Actions

Existing Housing Element Law requires programs with a schedule of actions with timelines and specific commitment to have a “beneficial impact” within the planning period to achieve the goals and objectives of the housing element. Programs must address various statutorily mandated areas, such as identification of adequate sites, zoning for a variety of types, assisting development for lower and moderate income households, addressing governmental and non-governmental constraints,

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21 See, e.g., Gov. Code, § 65583, subds. (a)(3); HCD, Building Blocks, at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>.

22 Ibid.

23 Gov. Code, § 65583.2, subd. (a).

24 Gov. Code, § 8890.50, subd. (b).

25 See, e.g., Gov. Code, § 65583, subd. (a); HCD, Building Blocks, at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>.

26 See, e.g., Gov. Code, § 65583, subds. (b), (c); HCD, Building Blocks, at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>.

27 See, e.g., Gov. Code, § 65583, subd. (c)(10)(A)(iii); Gov. Code, § 8899.50, subds. (a)(1), (b).

28 See, e.g., Gov. Code, § 65583, subd. (c)(10)(A)(iv).

conserving the existing housing stock, preserving at-risk units, and promoting housing opportunities for all people.<sup>29</sup> AB 686 builds upon these program requirements, including modifying the existing program requirement to promote fair housing opportunities to now include actions that promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons. As part of this requirement, the housing element now requires an identification of priorities and goals based on identified contributing factors that limit or deny fair housing choice or access to opportunity, or that negatively impact fair housing or civil rights compliance.<sup>30</sup> Similar to the existing Housing Element Law, AB 686 also requires identification of metrics or quantified objectives and milestones for determining what fair housing results will be achieved.<sup>31</sup> Strategies and actions to implement priorities and goals may include, but are not limited to:

- Enhancing mobility strategies and promoting inclusion for protected classes
- Encouraging development of new affordable housing in high-resource areas
- Implementing place-based strategies to encourage community revitalization, including preservation of existing affordable housing
- Protecting existing residents from displacement

These actions, taken together, must significantly address disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, fostering and maintaining compliance with civil rights; and must affirmatively further fair housing.

## Consistency with the Affirmatively Furthering Fair Housing Rule

The passage of AB 686 in 2018 enshrined the duty to affirmatively further fair housing within California state law, regardless of future federal actions. California's law essentially preserves the U.S. Department of Housing and Urban Development's (HUD) 2015 Affirmatively Furthering Fair Housing Final Rule as published in the Federal Register in 2015.<sup>32</sup> This was done to ensure the 2015 AFFH Final Rule remained the law in California, despite the potential federal rollback of the rule and tool. (The 2015 rule was suspended in 2018 and ultimately terminated in 2020.) State law is clear, California's AFFH duty remains regardless of subsequent amendment, suspension, or revocation of the 2015 AFFH Final Rule.

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29 Gov. Code, § 65583, subd. (c).

30 Gov. Code, §§ 65583, subds. (c)(10), 8899.50, subds. (a), (b), (c); AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360, esp. 42358 (July 16, 2015).

31 Gov. Code, § 65583, subds. (c)(10)(A)(iv).

32 Per Government Code section 8899.50, subdivision (c), the section shall be interpreted consistent with the AFFH Final Rule and accompanying commentary as published by [HUD in volume 80 of the Federal Register, Number 136, pages 42272 to 42371, inclusive, dated July 16, 2015](#). Note that, at times, this document cites to the 2016 the Code of Federal Regulations; this is because the rule adopted in July 2015 was too late to be codified in the 2015 Code and was codified in the regulations for the first time in the 2016.

# Part 1:

## Duty of All Public Agencies to Affirmatively Further Fair Housing

AB 686 strengthens existing California fair housing and civil rights laws. California’s Fair Employment and Housing Act (FEHA) provides broad protections to California residents, prohibiting housing discrimination based upon “race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information.”<sup>33</sup> California’s Government Code section 65008 prohibits discrimination in housing based on occupation, age, or protected characteristic; method of financing; or the intended occupancy by lower or moderate income people. While state law prohibited discrimination through public or private land use practices, decisions, and authorizations based on any of these characteristics, it had not included a state requirement to affirmatively further fair housing. As of January 1, 2019, AB 686 creates a state mandate requiring public agencies and jurisdictions to go beyond combating discrimination to affirmatively further fair housing.

**“Affirmatively furthering fair housing”** means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a public agency’s activities and programs relating to housing and community development. - (Gov. Code, § 8899.50, subd. (a)(1).)

Beyond the housing element requirements, AB 686 requires all public agencies (including, but not limited to, all cities and counties, and housing authorities) to ensure that their housing and community development programs and activities—taken together—affirmatively further fair housing, and that they take no action materially inconsistent with this obligation.<sup>34</sup>

Affirmatively furthering fair housing includes taking proactive and meaningful actions that have a

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<sup>33</sup> Gov. Code, §§ 12900-12996.

<sup>34</sup> Gov. Code, § 8890.50, subds. (a)(1), (b), (d).

significant impact in integrating living patterns and socio-economic concentrations—well beyond combating discrimination or mitigating disparities. Meaningful actions must be taken in concert with each other and address all of the following:<sup>35</sup>

**1. Significant Disparities in Housing Needs and in Access to Opportunity:** Examples include incentivizing new residential development to include below-market rate housing; conserving affordability of existing housing, such as limitations on rents or conversion of such housing to higher rent or higher priced housing; encouraging systematic code enforcement activities that maintain housing stock while ensuring such enforcement does not cause displacement; and promoting housing mobility strategies and displacement mitigation strategies to ensure equitable access to opportunity. Housing mobility strategies may include providing affordable and accessible transportation options to enhance access to education and economic development opportunities. Displacement mitigation strategies may include tenant protections, conservation of existing stock, preservation of units at-risk of conversion to market-rate uses, acquisition and rehabilitation of existing stock, including naturally occurring affordable housing, and removing barriers to building affordable housing.

**2. Replacing Segregated Living Patterns with Truly Integrated and Balanced Living Patterns:** Examples include community benefits agreements that balance development proposals with tangible, local benefits to residents in the area ( e.g., creating affordable housing, funding renter assistance programs for nearby residents, or other investments that meet community-identified needs, such as infrastructure and community amenities). Other examples include inclusionary zoning requirements and land-value recapture mechanisms, zoning for a variety of housing types, particularly those that may be lacking from the community or neighborhood, including: multifamily housing, low-barrier navigation centers, group homes, supportive housing, and accessible units. Promote education on how restrictions on multifamily housing, such as limited multifamily zoning and height and density limitations, impact inclusive communities. Seek local input on housing proposals while recognizing that “local vetoes” of affordable and mixed-income housing in racially segregated concentrated areas of affluence create fair housing issues.<sup>36</sup>

**3. Transforming Racially and Ethnically Concentrated Areas of Poverty (R/ECAP) into Areas of Opportunity:** Examples include community-led, place-based strategies to revitalize communities, such as economic development strategies and prioritizing investment in R/ECAPs that meet the needs of existing low-income residents, such as safe routes to school, transit, parks, schools, bike and pedestrian infrastructure, urban forestry, other neighborhood improvements; preserving naturally occurring affordable housing, such as mobilehome parks; and preservation as affordable housing of market-rate units where low-income households live; and promoting mixed-income development coupled with strong anti-displacement protections. Conduct outreach and advertise city program to persons with limited English proficiency. Other examples include community engagement in planning processes, including targeted outreach, technical assistance to help apply for grants, economic development strategies, workforce development, youth engagement and educational programs, healthy food access, affordable energy, and transportation access.

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35 Gov. Code, §§ 8890.50, subds. (a)(1), (b), (d), 65583, subds. (c)(5), (c)(10); AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360 (July 16, 2015); 24 C.F.R. §§ 5.152, 5.154 (2016).

36 The Internal Revenue Service Revenue Ruling 2016-29 states that the Internal Revenue Code neither forces nor encourages local approval in decisions allocating Low Income Housing Credits, based on the concern that this practice perpetuates racial segregation. State housing agencies are not required or encouraged to honor local vetoes.

**4. Fostering and Maintaining Compliance with Civil Rights and Fair Housing Laws:** Agencies must diligently comply with civil rights and fair housing laws, including the California Fair Employment and Housing Act (FEHA) (Part 2.8 (commencing with section 12900) of Division 3 of Title 2), Government Code sections 8899.50, 65008, 65583, subdivisions (c)5 and (c)10), and 11135, Civil Code section 51 (the Unruh Civil Rights Act), and FEHA regulations in California Code of Regulations, title 2, sections 12005-12271.

In addition to taking meaningful action, public agencies must not take any action materially inconsistent with the obligation to affirmatively further fair housing. Examples of materially inconsistent actions include those that:

- Hinder any of the affirmative actions public agencies take to further fair housing (e.g., lack of enforcement of rules intended to promote fair housing choices, diminishing fair housing principles from program guidelines, and inequitable implementation or enforcement of programs and activities)
- Perpetuate discrimination, segregation, R/ECAPs, and barriers that restrict access to opportunity based on protected characteristics (e.g., lack of affirmative marketing in funded housing developments, excluding accessibility modifications from eligible uses in funding, absence of community revitalization strategies in programs and policies)
- Are inconsistent with the housing element or the No-Net-Loss Law<sup>37</sup> (e.g., downzoning without upzoning, zoning barriers to housing choices, removing tenant protections)
- Have a disparate impact on protected classes (e.g., zoning or siting toxic or polluting land uses or projects near a disadvantaged community, lack of investment in concentrated areas of poverty, lack of multifamily housing or affordable housing options in high-resource areas, investment without ant-displacement strategies in areas of disproportionate housing need)

Public agencies must ensure housing and community development programs and activities are designed and can be reasonably expected to achieve a significant and tangible positive change that affirmatively furthers fair housing by, for example, increasing fair housing choice or decreasing disparities in access to opportunity.

## All Public Agencies

Existing federal law requires departments and agencies to administer programs relating to housing in a way that affirmatively furthers fair housing. These obligations apply to state and local governments that receive funds or contract with the federal government and are often limited to housing programs. However, California Government Code section 8899.50 extends well beyond those agencies with federal funds or contracts and includes virtually all public agencies in California.

Public agencies include all subdivisions of the state, such as officers, offices, agencies, commissions, bureaus, boards, departments and divisions. Examples include the Department of Housing and Community Development (HCD), California Housing Finance Agency, Department of Developmental Services, Department of Health Services, Department of Social Services, Tax Credit Allocation Com-

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<sup>37</sup> Gov. Code, § 65863.

mittee, Governor’s Office of Planning and Research, including the Strategic Growth Council, California Department of Transportation, California Transportation Commission, California Department of Education, Department of Conservation, California Coastal Commission, Natural Resources Agency, California Environmental Protection Agency, State Water Resources Control Board, Department of Water Resources, and many more. Public agencies also include all public housing authorities, redevelopment successor agencies, cities, counties, cities and counties, and charter cities and counties.<sup>38</sup>

## Programs and Activities

The obligation to AFFH for public agencies applies to all housing and community development programs and activities. Programs and activities should be considered expansively and not in a manner to limit affirmatively furthering fair housing. For example, most state agencies are involved in some combination of planning, financial investment, regulatory function, or technical assistance, outreach and education. All of these broad categories should be considered programs and activities. This expansive application of programs and activities also applies to local governments. For example, capital improvement plans, code enforcement and other regulatory functions, housing assistance programs, and planning and zoning documents should all affirmatively further fair housing.

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38 Gov. Code, § 8899.50, subd. (a)(2).

### Programs and Activities Related to Housing and Community Development

All public agencies are required to administer programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Housing and community development should be broadly construed and should not be interpreted in a limited manner. For example, an agency’s name does not need to explicitly bear the words “housing” or “community” or “development” to have activities or programs related to housing and community development. Any program or activities that impact housing and community development should address the obligation to affirmatively further fair housing. Community development should be considered broadly as any processes or issues related to community members or social and physical surroundings. Housing and community development are not limited to housing programs and activities. For example, public agencies with programs and activities in any way related to land use or access to opportunity based on where a person lives pertains to community development, which in turn involves housing. In this way, programs and activities that involve transportation, land conservation, hazard planning, infrastructure, economic issues, public facilities, social services, coastal resources, other environmental resources, and more should be affirmatively furthering fair housing. The same applies to local agencies. This obligation is not limited to investment, planning, and outreach related to housing, but also broader community development, such as infrastructure, public schools, parks and recreation, and other capital improvements.

## Tips for Implementation

To affirmatively further fair housing through programs and activities, public agencies should consider a variety of factors and consult with other agencies. Agencies should also consider a process to incorporate affirmatively furthering fair housing in programs and activities.

For example:

- 1. Gather and Analyze Data:** To better understand affirmatively furthering fair housing, agencies should explore available data related to the topic area to identify spatial patterns and trends and evaluate the impacts of programs and activities. For data options, see “Part 3 Resources” or visit HCD’s website at [www.hcd.ca.gov/community-development/affh/](http://www.hcd.ca.gov/community-development/affh/).
- 2. Engage the Community:** Proactively reach out to individuals and organizations that represent lower income households, people in protected classes, and households with special needs to develop open and mutual communication. Solicit input and communicate on a regular and ongoing basis, not just during formal public comment periods.
- 3. Assess Programs and Activities:** Inventory programs and activities and explore opportunities to affirmatively further fair housing.
- 4. Develop a Plan with Clear Timelines:** Identify goals and actions and establish a schedule. Proactively seek the public’s input on the plan and make it available prior to finalizing.
- 5. Implement the Plan and Monitor Progress:** Assign a lead and prioritize the plan to carry out the actions and achieve the goals. Regularly monitor (e.g., biannually) progress and make adjustments.

### Engagement: Early, Often, Ongoing and More

Outreach early in the development and throughout the completion of programs and activities is foundational to affirmatively furthering fair housing. Public agencies should seek a variety of methods to gather input from key stakeholders, such as community-based and other organizations that include and represent protected class members, lower income households and households with special needs (e.g., elderly, persons with disabilities, large households, farmworkers, female-headed households and persons experiencing homelessness), public housing authorities, community members that are lower income, and members of protected classes.

- **Early:** Public agencies should involve stakeholders well before releasing drafts of programs and in the early stages of development of other activities. This early engagement often yields better program results and at a nimbler stage in the development of a program. Early engagement is also key to building stronger working relationships and products that are more inclusive by design.
- **Often:** Many times, the development of programs and activities at a state and local level can take months and even years. An effective and inclusive outreach process will have multiple contact points throughout the development.

- **Ongoing:** Outreach should not stop after a program or activity is developed. An inclusive process will continue outreach through marketing, technical assistance, implementation, and evaluation of a program or activity.
- **More:** Outreach should employ a variety of strategies and methods to promote access (e.g., effective communication and reasonable accommodations for persons with disabilities, and meaningful access for persons with limited English proficiency) and consider feedback loops to keep stakeholders and individuals informed whenever possible.

## **Inventory and Amend Existing Programs and Activities**

Public agencies should review all programs and activities for opportunities to affirmatively further fair housing. For state programs, example areas include planning documents, eligibility and scoring criteria and other provisions for funding programs, geographic distribution criteria, outreach, marketing and technical assistance, regulatory enforcement, and lack of exception processes. For local programs, example areas include assessing land use and zoning policies against patterns of racial segregation, marketing and outreach, prioritization of areas of concentrated poverty or lack of access to opportunity, funding, capital improvements such as infrastructure investment, anti-displacement policies, workforce development training, and economic development strategies.

Public agencies should also incorporate racial and equity inclusion into regulatory and technical assistance functions by prioritizing assistance to combat racial segregation, foster inclusion, and benefit areas of concentrated poverty, eliminate disparities in access to opportunity, and address disproportionate housing need, including displacement and housing and transportation cost burden. For example, a local government could adopt zoning and incentives for more housing choices and affordability in higher resource areas; target resources for rehabilitation and maintenance of existing housing and anti-displacement policies in lower resource areas; develop pathways to homeownership for people in lower resource areas; seek to creatively engage communities; and create decision-making opportunities for communities in low resource areas regarding outcomes for health, economic development, planning, housing, and transportation.

## **Make a Schedule and Regularly Evaluate and Modify Programs**

All public agencies should immediately evaluate all programs and activities for opportunities to affirmatively further fair housing. A comprehensive evaluation and modification of programs and activities may be time-consuming for larger agencies, especially when regulation and legal changes are required. To address these challenges, make a schedule and allocate adequate staff time and resources to make affirmatively furthering fair housing a deliberate and consistent effort. Also, whenever updates occur, ensure that equity and inclusion are considered and addressed. This will require a thorough analysis of potential intended and unintended impacts of policy decisions on protected class members, lower income households, households with special needs, areas of concentrated poverty, lower resource areas, and areas of disproportionate housing need. Examples include updates to regulations, guidelines, notices of funding availability, scoring rubrics, and planning document updates such as general plans, community plans, zoning codes and capital improvement plans. Engaging residents and representative organizations into policy decisions is the best way to understand the full breadth of impacts of policy change.

## Cultivate Values of Inclusion

Fostering inclusion in an agency's values can have a huge impact in program and activity design. Agencies could consider implementing a variety of diversity, equity, and inclusion initiatives, such as racial equity trainings, incorporating racial equity into hiring practices and promotional opportunities, and committing to creating an organizational culture of inclusion and open communication. Making sure that staff and leadership are better trained and consistently practicing inclusion will have an ongoing impact throughout the processes.

**A Public Agency AFFH Success:** In partnership with [Race Forward](#), the Public Health Institute, and the [California Endowment](#), the California Strategic Growth Council (SGC) is leading a variety of activities to affirmatively further fair housing in the agency. Specifically, SGC supports the Capitol Collaborative on Race & Equity (CCORE)—a racial equity capacity-building program for State of California employees. CCORE builds on the success of a 2018-2019 Government Alliance for Race and Equity Capitol Cohort pilot initiative, and offers two cohorts for participants to receive training to learn about, plan for, and implement activities that embed racial equity approaches into institutional culture, policies, and practices. In 2020, SGC adopted a [Racial Equity Action Plan](#), which outlines concrete actions that SGC is taking to achieve racial equity in the organization's operations, programs and policies in order to achieve its vision that all people in California live in healthy, thriving and resilient communities regardless of race.

# Part 2:

# Affirmatively Furthering Fair Housing Changes to Housing Element Law

As discussed in Part 1, AB 686 requires virtually all state and local agencies (including, but not limited to, all cities, counties, cities and counties, and housing authorities) to ensure that their laws, programs and activities affirmatively further fair housing, and that they take no action inconsistent with this obligation.<sup>39</sup> In addition, AB 686 amends Housing Element Law<sup>40</sup> to better affirmatively further fair housing by adding several new requirements related to:

- Outreach
- Assessment of Fair Housing
- Site Inventory
- Identification and Prioritization of Contributing Factors
- Goals and Actions

## Outreach

The preparation, adoption, and implementation of a housing element includes a diligent effort to include public participation from all economic segments of the community.<sup>41</sup> A diligent effort means going beyond simply giving the public an opportunity to provide input and should be proactively and broadly conducted through a variety of methods to assure access and participation.<sup>42</sup> AB 686 also requires jurisdictions to include a summary of their fair housing outreach capacity.<sup>43</sup> To address these requirements, the housing element must describe meaningful, frequent, and ongoing public participation with key stakeholders.<sup>44</sup> Among others, examples of key stakeholders must include public housing authorities, housing and community development providers, advocacy groups (local, regional, and state level), community members who are lower income, persons and households with special needs, members of protected classes, representative advocacy organizations and other similarly interested parties, fair housing agencies, independent living centers, regional centers, and

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39 Gov. Code, § 8899.50, subd. (a)(2).

40 Gov. Code, § 65583, subds. (c)(5), (c)(10).

41 Gov. Code, §§ 65583, subds. (c)(9).

42 Gov. Code, §§ 65583, subds. (c)(9), (c)(10)(A)(i), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360 (esp. 42354-42356), 42363-42364 (July 16, 2015).

43 Gov. Code, §§ 65583, subds. (c)(9), (c)(10)(A)(i).

44 Gov. Code, §§ 65583, subds. (c)(9), (c)(10)(A)(i), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360 (July 16, 2015). See details in, for instance, 24 C.F.R. § 5.158 (2016).

homeless service agencies. The element must describe:<sup>45</sup>

- Outreach activities intended to reach a broad audience, such as utilizing a variety of methods, broad and proactive marketing, including targeted areas and needs, promoting language access and accessibility for persons with disabilities (which can include effective communication, reasonable accommodations, and remote participation opportunities), and consulting with relevant organizations;
- List of organizations contacted and consulted in the process and for what purpose;
- Summary of comments and how the comments are considered and incorporated (including comments that were not incorporated), particularly with changes to the housing element; and
- Summary of issues that contributed to lack of participation in the housing element process by all economic segments, particularly people with protected characteristics, if that proves to be the case.

While localities must undertake diligent outreach efforts throughout the entire housing element preparation, some key areas to seek input include:

- **Review of Past Actions:** The housing element requires a review of the previous housing element for progress in implementation, effectiveness of programs in meeting goals, and appropriateness of modifying programs for the current planning period. Localities should make a specific effort to gather input from all segments of the community on the effectiveness of these programs and how to make adjustments moving forward.
- **Assessment of Fair Housing:** The assessment of fair housing requires various analyses such as segregation, integration, disparities in access to opportunity, and disproportionate housing needs. Localities should reach out to fair housing organizations for any available data to complement readily available state or federal data.
- **Potential Constraints on Housing for Persons with Disabilities:** Localities should seek individuals and advocates for persons with disabilities to better identify barriers and promote access to fair housing choices. Examples of agencies to reach include independent living centers, regional centers for developmental services, information from institutions including jails and prisons, state hospitals, etc. Disability outreach should include place-based/neighborhood-based groups and senior groups, like area associations on aging and others, including those that serve distinct ethnic or linguistic communities.
- **Policies and Actions:** Specific outreach to all segments of the community will assist and strengthen policy formulation to result in meaningful actions that have a significant positive impact.

## Assessment of Fair Housing

The housing element includes a housing needs assessment, which includes various requirements such as analysis of household characteristics (e.g., overpayment, overcrowding), housing conditions, and persons with special needs.<sup>46</sup> These analyses, in turn, guide policy and action formulation. As part of the housing needs assessment, the element is now required to include an assessment of fair

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<sup>45</sup> Gov. Code, §§ 65583, subds. (c)(9), (10)(A)(i), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42292-42297, 42353-42360 (July 16, 2015). See details in, for instance, 24 C.F.R. §§ 5.514(d)(6), 5.158 (2016).

<sup>46</sup> Gov. Code, §§ 65583, subd. (c)(10)(A), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42348-42351, 42353-42360, esp. 42353-42354 (July 16, 2015).

housing, including a summary of fair housing issues. A summary of fair housing issues is an essential step to informing and prioritizing contributing factors and, eventually, goals and actions.

A **fair housing issue** is a condition in a geographic area of analysis that restricts fair housing choice or access to opportunity, and includes such conditions as ongoing local or regional segregation or lack of integration, racially or ethnically concentrated areas of poverty and affluence, significant disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights law or regulations related to housing.

**Fair housing choice** means that individuals and families have the information, opportunity, and options to live where they choose without unlawful discrimination and other barriers related to race, color, religion, sex, familial status, national origin, disability, or other protected characteristics. Fair housing choice encompasses: **(1) Actual choice**, which means the existence of realistic housing options; **(2) Protected choice**, which means housing that can be accessed without discrimination; and **(3) Enabled choice**, which means realistic access to sufficient information regarding options so that any choice is informed. For persons with disabilities, fair housing choice and access to opportunity include access to accessible housing and housing in the most integrated setting appropriate to an individual's needs as required under federal civil rights law, including equitably provided disability-related services that an individual needs to live in such housing.

Examples:

- People with mobility impairments have **actual choice** when realistic housing options (e.g., units with accessible features) exist in their housing market area at an affordable cost. Persons with disabilities who are unable to use stairs or need a zero-step shower may not have actual housing choice without the presence of housing units with these accessibility features.
- People with lower incomes have **actual choice** when units that are affordable and well maintained exist in all parts of a jurisdiction and region.
- In order for families to have **protected choice** they need to access housing options without discrimination. In a 2016 housing discrimination study, researchers found that compared to households without children, households with children were shown slightly fewer units and were commonly told about units that were slightly larger, and as a result, slightly more expensive to rent. This differential treatment is considered discrimination and a type of steering, which occurs on a racial basis as well.<sup>47</sup>
- Households participating in the Housing Voucher Program have **enabled choice** when they are provided with sufficient information regarding their housing options so that any choice is informed. For example, researchers found that, "if given the appropriate information and opportunities, more voucher families would move to better schools when their children reach school age."<sup>48</sup>

47 For additional information see HUD's December 2016 study, "Discrimination Against Families with Children in Rental Housing Markets: Findings of the Pilot Study" available at: <https://www.huduser.gov/portal/sites/default/files/pdf/HDSFamiliesFinalReport.pdf>.

48 NYU Furman Center, "Why Don't Housing Choice Voucher Recipients Live Near Better Schools? Insights from Big Data" published in June 2016 available at: <https://furmancenter.org/research/publication/why-don8217t-housing-voucher-recipients-live-near-better-schools-insights-f>.

## Analysis Requirements

An assessment of fair housing must consider the elements and factors that cause, increase, contribute to, maintain, or perpetuate segregation, racially or ethnically concentrated areas of poverty, significant disparities in access to opportunity, and disproportionate housing needs.<sup>49</sup> Such an assessment would at least include all of the following components:<sup>50</sup>

- **Identification and Analysis of Patterns and Trends:** First, the assessment should identify the conditions using either narration, data tables, maps or a combination of all three. See “Part 3: Resources” for sample data tables. The identification of conditions should spatially describe concentrations of all the assessment of fair housing components (e.g., fair housing enforcement and outreach, integration and segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs including displacement risk). Using the data tables and maps, the housing element must analyze differences in geographies. The analysis must address patterns at a regional and local level and trends in patterns over time.<sup>51</sup> Patterns at a regional level must compare conditions at the local level to the rest of the region. This analysis should compare the locality at a county level or even broader regional level such as a Council of Government, where appropriate, for the purposes of promoting more inclusive communities. For localities near county borders, trends and patterns across county boundaries should be addressed. Patterns at a local level must address whether certain areas strongly differ from other areas and should utilize a data level (i.e., census tract or block group) that is most meaningful for this analysis. At minimum, the analysis should compare patterns from the most recent 5-Year American Community Survey and the prior 10-year census and could address trends over longer periods of time. The analysis should also examine differences in housing tenure (ownership vs. rental) among members of protected classes.
- **Local Data and Knowledge:** In addition to using federal or state level data sources, local jurisdictions are also expected to use local data and knowledge to analyze local fair housing issues, including information obtained through community participation or consultation, such as narrative descriptions of people’s lived experiences. Federal and state level data identify fair housing issues that exist within a community, but local data and knowledge can be especially important to developing an understanding of why the problems exist and why they persist. Using point-in-time federal and state level data sets alone to identify areas may misrepresent areas that are experiencing more current and rapid changes or may be primed to do so in the near future. Also, federal and state data sets might not be available or could be less accurate at a smaller geography. For these reasons, an additional screen of local data and knowledge is necessary and should complement available federal and state data sources. There may be rare circumstances in which a jurisdiction has no local data or local knowledge for a particular topic and should include a statement that it has no local data or local knowledge it can use to address that particular assessment component.

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49 Gov. Code, §§ 65583, subds. (c)(10)(A), (c)(10)(B), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271 (July 16, 2015). See also 24 C.F.R. §§ 5.150, 5.152, 5.154(a), (d)(2) (2016).

50 Gov. Code, §§ 65583, subds. (c)(10)(A), (c)(10)(B), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42274, 42282-42283, 42322, 42323, 42336, 42339, 42353-42360, esp. 42355-42356 (July 16, 2015). See also 24 C.F.R. §§ 5.150, 5.154(b)(2) (2016).

51 Gov. Code, §§ 65583, subds. (c)(9), (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271; 24 C.F.R. §§ 5.150, 5.154(d)(6), 5.158 (2016).

- **Other Relevant Factors:** A discussion of other relevant factors is an important piece of evaluating patterns and trends, policies and practices, and other factors that lead to fair housing conditions. Other relevant factors should consider information beyond data that identifies and compares concentrations of groups with protected characteristics. Examples of other relevant factors include changes and barriers in zoning and land use rules, information about past redlining/greenlining, patterns of institutionalization, restrictive covenants and other discriminatory practices, presence and history of place-based investment, mobility option patterns, and outreach and community engagement. Demographic trends can include population growth, age, housing tenure by protected characteristics, race, educational attainment, rates of homelessness, construction, and rent and sales prices. Policies and practices should include governmental barriers or lack of action, preservation of housing and development of new affordable housing, and addressing the needs of renters and unhoused or unstably housed people. This discussion should also incorporate the public participation process. Localities could engage the community around these patterns and trends to better identify policies and practices that led, or could lead, to less fair housing choice. This discussion should also include topics and information that complement the data at a regional and local level and sub-geographies within a locality. Other useful information could be the location and type of publicly assisted housing, such as housing financed with federal, state, and local financing. Trends related to housing choice vouchers can show patterns of concentration and integration to inform needed actions. Outcomes and policies related to inclusionary ordinances, general plans or specific plans can also be a good source of past practices to promote integration.
- **Conclusions and Summary of Issues:** A complete assessment must identify and summarize key issues to better identify and prioritize contributing factors to fair housing issues. An analysis will point to the clearest fair housing issue trends and patterns both within the jurisdiction and in comparison to the region, and will highlight the primary practices and other factors that have led to current conditions. In addition to utilizing the data and mapping resources, the jurisdiction must draw upon relevant and easily obtainable local data and knowledge when describing fair housing issues and trends. Local data may be more up-to-date and available at a more granular level. The summary of issues must be detailed and comprehensive enough so that later in the Assessment of Fair Housing it is clear what it would take for an action or program to not only address, but overcome and undo, the identified fair housing issues.

## Data Sources and Using the Statewide AFFH Data Viewer

The assessment of fair housing should use a variety of data, such as the U.S. Census, American Community Survey, local data and knowledge, and issues identified in the community participation process. Local data and knowledge refer to any locally gathered and available information, such as a survey with a reasonable statistical validity or usefulness for identifying contributing factors, policies, and actions. Localities must also collaborate with regional agencies to collect the appropriate data for the assessment of fair housing. For additional information on data sources see “Part 3: Resources.”

# Barriers to AFFH

## Examples of Common Zoning and Land Use Barriers Include:

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- Lack of zoning for a variety of housing types throughout a jurisdiction such as multifamily, duplexes to fourplexes, group housing, transitional and supportive housing at a variety of need levels, shelters, single room occupancy, residential motels, mobilehomes, and accessory dwelling units
- Predominance of single family uses and larger lot sizes in racially concentrated areas of affluence
- Voter initiatives that restrict multifamily developments, rezoning to higher density, height limits or similar measures that limit housing choices
- Multifamily height requirements
- Minimum unit sizes
- Parking requirements
- Lack of new affordable housing choices in high resource areas
- Lack of anti-displacement policies, including nonet loss of units in the case of demolitions and replacement housing, and relocation ordinances
- Lack of incentives and other land use mechanisms to promote affordable housing throughout the community
- Excluding group homes or residential care (greater than six persons) from single family zones or excessive spacing/concentration requirements
- Family definitions or other occupancy requirements
- Nuisance or crime free ordinances or programs
- Ordinances prohibiting excessive use of city services
- Restrictive historic preservation districts
- Zoning that does not allow for residential uses in commercial zones
- Failure to allow supportive housing by right
- Failure to allow emergency shelters by right
- Lack of zoning on land appropriate for accessible development

## Examples of Common Investment Barriers Include:

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- Lack of infrastructure investment, including community infrastructure such as parks, community amenities in lower resource areas, disadvantaged communities, and areas of concentrated poverty
- Lack of targeted housing preservation/conservation and tenant protection programs in areas at risk of displacement
- Lack of public (local, state, or federal) funds invested in the development of affordable housing
- Absence of housing choice vouchers
- Limited housing stock affordable to lower income households or households with special needs
- Lack of proactive outreach with developers of affordable housing and non-profit service providers
- Lack of proactive measures to assist maintenance and rehabilitation of existing housing
- Lack of multilingual tenant counseling or foreclosure assistance

**AFFH Data Viewer:** In addition to various data sources, HCD has developed a statewide AFFH Data Viewer. The AFFH Data Viewer assembles various data sources and provides options for addressing each of the components within the full scope of the assessment of fair housing. The AFFH Data Viewer may be utilized to address the data components of new requirements to affirmatively furthering fair housing but must be used in combination with other data such as local or regionally available data. The AFFH Data Viewer consists of map data layers organized by: 1) Fair Housing Enforcement and Outreach Capacity, 2) Segregation and Integration, 3) Disparities in Access to Opportunity, 4) Disproportionate Housing Needs, including Displacement Risks, 5) Racially and Ethnically Concentrated Areas of Poverty and Affluence and 6) Supplemental Data. The AFFH Data Viewer is intended to be useful to a broad audience, such as local and regional governments, and organizations involved in the housing element process. For more information, visit the HCD’s website at [www.hcd.ca.gov/community-development/affh/](http://www.hcd.ca.gov/community-development/affh/).

## Incorporate HUD Assessment of Fair Housing into Housing Elements

Generally, local jurisdictions that complete or revise an assessment of fair housing (AFH) or an analysis of impediments to fair housing choice (AI) pursuant to past federal requirements (prior to August 17, 2015) may incorporate relevant portions into the AFH portion of their housing element. This may include localities participating in a regional AI. For example, the housing element AFH may include various data points from their HUD AFH or AI, such as fair housing issues, analysis of patterns and trends, and identification of priorities that can be incorporated in concert with other data collection and analysis required in the housing element. Identification and prioritization of contributing factors to fair housing issues may also be useful as part of the housing element. However, incorporating these documents, particularly the analysis of impediments, may not meet all requirements or might include less relevant information than required for the housing element. For example, a regional HUD AI might not have relevant local data or contributing factors tailored to fair housing issues. Information in a HUD AFH or AI may also be outdated or incomplete depending on how recently that information was prepared. Also, a HUD AI likely will not have the specific actions and programs that will be required in the housing element. The housing element must have programs with specific timelines, milestones, and metrics to ensure a meaningful impact. Local governments should seek to incorporate only the relevant portions in a manner that complements the analysis, identification of contributing factors and strategies and action. Jurisdictions may not simply add the HUD AFH or AI as an appendix, or place sections into the housing element without context or purpose, in lieu of engaging in the requisite analysis.<sup>52</sup>

## Components of the Housing Element Assessment of Fair Housing<sup>53</sup>

An assessment of fair housing must identify and analyze patterns, trends, conditions, and practices that result in less fair housing choice and must address all of the following assessment components. This section addresses each of the required components:

1. Summary of fair housing enforcement and outreach capacity;
2. Integration and segregation patterns, and trends related to people with protected characteristics;
3. Racially or ethnically concentrated areas of poverty;

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<sup>52</sup> Gov. Code, § 65583, subd. (c)(10)(B).

<sup>53</sup> Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360 (esp. 42354-42356), 42361-42362 (July 16, 2015); 24 C.F.R. §§ 5.150, 5.152, 5.154(a), (b)(2), (d) (2016).

4. Disparities in access to opportunity for people with protected characteristics, including persons with disabilities; and
5. Disproportionate housing needs within the jurisdiction, including displacement risk.

## 1. Fair Housing Enforcement and Outreach Capacity

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Fair housing enforcement and outreach capacity relates to the ability of a locality and fair housing entities to disseminate information related to fair housing and provide outreach and education to assure community members are well aware of fair housing laws and rights. In addition, enforcement and outreach capacity includes the ability to address compliance with fair housing laws, such as investigating complaints, obtaining remedies, and engaging in fair housing testing. The summary should include (1) a listing of local, regional and state agencies and organizations active in the locality, (2) description of primary activities and capacity for each entity, including actions taken by the locality, such as provision of dedicated resources, (3) evaluation of impacts on protected characteristics and geographic trends, and (4) any additional relevant information about fair housing enforcement, outreach capacity, and resources in the jurisdiction and region affecting groups with other protected characteristics.<sup>54</sup>

This summary will provide valuable information for local jurisdictions to evaluate fair housing issues that exist within the community, highlighting needs for remediation of existing fair housing concerns. Wherever possible, the summary should include a discussion of fair housing enforcement and outreach at a geographic level appropriate to better determine any locational trends—simply reporting information at a city-wide level will not fully display patterns and impacts on protected characteristics. Examples of appropriate geographic levels include census tracts, block groups, neighborhoods, housing development, or any other sub-section of a locality. Additionally, fair housing organizations and other non-profits that receive funding through the Fair Housing Initiatives Program are a valuable resource for information, trends, and patterns to tailor and complete an adequate summary of fair housing enforcement and outreach capacity. An adequate discussion of fair housing enforcement and outreach will provide the necessary background information that can be analyzed with other components of the assessment of fair housing and site inventory to better inform contributing factors, priorities, and meaningful actions.

This summary must address:<sup>55</sup>

- Findings, lawsuits, enforcement actions, settlements, or judgments related to fair housing or civil rights;
- Compliance with existing fair housing laws and regulations;
- Fair housing enforcement and housing outreach capacity; and
- Conclusion and findings: Summary of fair housing issues related to enforcement and outreach capacity and relationship to other fair housing issue areas (e.g., segregation and integration, racially and ethnically concentrated areas of poverty, etc.).

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<sup>54</sup> Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360 (esp. 42354-42356), 42361-42362 (July 16, 2015).

<sup>55</sup> Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42353-42360 (July 16, 2015); 24 CFR § 5.154 (2016).

## Findings, Lawsuits, Enforcement Actions, Settlements or Judgments Related to Fair Housing and Civil Rights

This section lists and summarizes legal actions that have or have not been resolved, including a charge or letter of finding from HUD concerning a violation of a civil rights-related law, a cause determination from the Department of Fair Employment and Housing (DFEH) or local fair housing agency concerning a violation of a state or local fair housing law, a letter of findings or notice of violation issued by HCD, or a letter of findings issued by or lawsuit filed or joined by the U.S. Department of Justice or the State of California Department of Justice, Office of the Attorney General, alleging a pattern or practice or systemic violation of a state and/or federal fair housing or civil rights law, or a claim under the False Claims Act related to fair housing, nondiscrimination, or civil rights generally, including an alleged failure to affirmatively further fair housing.

## Compliance with Existing Fair Housing Laws and Regulations

The element should include a description of state and local fair housing laws and how the locality complies with those laws.

Examples of state fair housing laws include:

- California Fair Employment and Housing Act (FEHA) (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2)
- FEHA Regulations (California Code of Regulations (CCR), title 2, sections 12005-12271)
- Government Code section 65008 covers actions of a city, county, city and county, or other local government agency, and makes those actions null and void if the action denies an individual or group of individuals the enjoyment of residence, landownership, tenancy, or other land use in the state because of membership in a protected class, the method of financing, and/or the intended occupancy.
  - » For example, a violation under Government Code section 65008 may occur if a jurisdiction applied more scrutiny to reviewing and approving an affordable development as compared to market-rate developments, or multifamily housing as compared to single family homes.
  - » Government Code section 65008, subdivision (e), authorizes preferential treatment of affordable housing
- Government Code section 8899.50 requires all public agencies to administer programs and activities relating to housing and community development in a manner to affirmatively further fair housing and avoid any action that is materially inconsistent with its obligation to affirmatively further fair housing.
- Government Code section 11135 et seq. requires full and equal access to all programs and activities operated, administered, or funded with financial assistance from the state, regardless of one's membership or perceived membership in a protected class.
- Density Bonus Law (Gov. Code, § 65915.)
- Housing Accountability Act (Gov. Code, § 65589.5.)
- No-Net-Loss Law (Gov. Code, § 65863)

- Least Cost Zoning Law (Gov. Code, § 65913.1)
- Excessive subdivision standards (Gov. Code, § 65913.2.)
- Limits on growth controls (Gov. Code, § 65302.8.)
- Housing Element Law (Gov. Code, § 65583, esp. subds. (c)(5), (c)(10).)

Examples of local fair housing laws include:

- San Francisco’s “No Eviction without Representation Act” which provides eligible tenants who have received an eviction notice, or been served with an unlawful detainer (eviction) lawsuit, free legal representation.
- Local rent control or rent freezes
- Voter initiatives to fund affordable and/or supportive housing
- Local ordinances that limit rent increases and limit late fees
- Ordinances facilitating community land trusts and tenant opportunities to purchase their multi-family housing
- Local ordinances designed to prevent displacement of mobilehome residents
- Local relocation ordinances
- Local ordinances that prohibit unlawful harassment of tenants including things such as illegal lockouts, utility shutoffs, and removing tenants’ belongings from the unit.
- The City of Oakland’s tenant protection ordinance which makes it illegal for landlords to misrepresent or conceal material facts related to a tenant vacating
- Inclusionary ordinances
- Laws/regulations or agreements related to the use of local housing funds
- Eviction protection ordinances enacted to protect renters during the COVID-19 pandemic and rental relief programs to protect tenancies that accumulated rental debt during the pandemic

## 2. Integration and Segregation Patterns and Trends Related to People with Protected Characteristics and Lower Incomes

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To inform priorities, policies, and actions, the housing element must include an analysis of integration and segregation, including patterns and trends, related to people with protected characteristics.<sup>56</sup> Importantly, the analysis must address both integration and segregation to holistically evaluate the patterns and practices and better identify and prioritize contributing factors to fair housing issues.<sup>57</sup> A strong analysis would also address segregation and integration of households with lower incomes.<sup>58</sup>

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<sup>56</sup> Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42305, 42336, 42353-42360 (July 16, 2015); 24 C.F.R. § 5.152 (2016).

<sup>57</sup> Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42305, 42336, 42353-42360 (July 16, 2015); 24 C.F.R. §§ 5.152, 5.154 (2016).

<sup>58</sup> Gov. Code, §§ 65008, 65583 [“shall make adequate provision for the existing and projected needs for all economic segments of the community] and subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42305, 42336, 42353-42360 (July 16, 2015); 24 C.F.R. §§ 5.152, 5.154 (2016).

## Defining Integration and Segregation

**Integration** generally means a condition in which there is not a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a particular type of disability when compared to a broader geographic area.

**Segregation** generally means a condition in which there is a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a type of disability in a particular geographic area when compared to a broader geographic area.

The analysis must address areas of ongoing and concentrated segregation and integration and compare concentrations of protected characteristics and incomes at both a regional and local level.<sup>59</sup> The analysis should consist of comparisons using data tables or maps. To compare, the analysis should discuss the degrees of segregation and integration for protected characteristics and incomes. At minimum, the analysis must discuss levels of segregation and integration for race and ethnicity, income, familial status, persons with disabilities, and identify the groups that experience the highest levels of segregation.<sup>60</sup>

### Data Considerations

Two quantitative metrics can be used to analyze the relative extent of racial and ethnic segregation in entitlement jurisdictions for federal housing programs.<sup>61</sup> These are known as the dissimilarity index and the isolation index. The dissimilarity index is a primary quantitative metric used for identifying patterns of geographic segregation. The isolation index, another quantitative metric for identifying patterns of geographic segregation, compares a group's share of the overall population to the average share within a given sub-area (such as block group). Data to calculate dissimilarity index and isolation index are available at the Census Tract or block group level from the American Community Survey: <https://www.census.gov/programs-surveys/acs/data.html>. Smaller jurisdictions may wish to utilize block group level data to better capture trends and patterns. Additional sources and approaches include the Entropy Index, the Divergency Index and the Exposure Index. For more information on formulas, see "Part 3: Resources."

**Identifying Dissimilarity at a Regional Level:** To determine dissimilarity at a regional level, data tables or maps should be utilized to compare the locality to the broader region. See "Part 3: Resources" for sample data tables.

**Identifying Dissimilarity at a Local Level:** To determine dissimilarity or isolation at a local level, the housing element should identify and compare indices across census tracts, block group or some

59 Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42305, 42336, 42353-42360 (July 16, 2015); 24 C.F.R. §§ 5.152, 5.154 (2016).

60 Gov. Code, § 8899.50; 24 C.F.R. 51.154(d) (2016); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42284-42285 (July 16, 2015).

61 HUD. (2013). AFFH Data Documentation. Available at: [http://www.huduser.org/portal/publications/pdf/FR-5173-P-01\\_AFFH\\_data\\_documentation.pdf](http://www.huduser.org/portal/publications/pdf/FR-5173-P-01_AFFH_data_documentation.pdf); Glaeser, E. and Vigdor, J. (2001). Racial Segregation in the 2000 Census: Promising News. Washington, DC: The Brookings Institution, Center on Urban and Metropolitan Policy. Available at: <https://www.brookings.edu/wp-content/uploads/2016/06/glaeser.pdf>

other geography at a level that best highlights patterns of segregation and integration. Data tables or maps may be utilized.

**Identifying Dissimilarity for Lower Income Households:** Using readily available data, local jurisdictions should map concentrations of low- and moderate-income (LMI) households within the community. Particularly for smaller jurisdictions with relatively few Census Tracts, this tool can enhance understanding of where there are pockets of concentrated low and moderate-income households within the community, because data are available at the block group level.

Data for this analysis are available in the form of HUD Low and Moderate Income Summary Data (LMISD), based on the American Community Survey (2011-2015). The data are available at the block group level from the following website: <https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/> The data file includes records for each block group with a calculation of the percentage of households that are LMI.

The LMISD data for the local jurisdiction can be thematically mapped to show the block groups where there are high concentrations of LMI households. Local jurisdictions should use this tool as part of the needs assessment to understand where there are concentrations of lower-income households within the community and identify the need for housing element policies and programs that can help to better distribute households of all income levels across the community. This can also highlight the need for housing element policies and programs that can help to provide better access to opportunity for households that live in areas where there are high concentrations of lower-income households.

This map can be overlaid with R/ECAP maps to identify areas where there are concentrations of LMI households as well as higher levels of segregation. Because the block group data available for this tool enables a more fine-grained geographic analysis of patterns low-income concentration and racial/ethnic segregation, this approach may be particularly useful in jurisdictions with relatively low populations spread across small numbers of census tracts where tools that rely on data only available at the census tract level may not provide sufficient resolution for meaningful analysis (e.g., see R/ECAP tool, below).

### 3. Racially & Ethnically Concentrated Areas of Poverty (R/ECAP)

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The housing element must include an analysis of racially and ethnically concentrated areas of poverty.<sup>62</sup> A strong analysis will separately evaluate significant concentrations of poverty and concentrations of Black, Indigenous and people of color (BIPOC) populations. The analysis must be conducted at a regional and a local level where the incidence of concentrated areas of poverty is discussed relative to the region and within the locality.<sup>63</sup> Importantly, this regional comparison should discuss the incidence of racial concentrations in areas of affluence. For example, a jurisdiction might not have areas of concentrated poverty, but have areas of affluence or vice versa, which might be unique when compared to the rest of the region. Identifying this difference between the locality and the region

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62 Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42305, 42336, 42353-42360 (July 16, 2015); 24 C.F.R. §§ 5.152, 5.154(c) (2016).

63 Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42771, 42273, 42275, 42338-42342 (July 16, 2015); 24 C.F.R. §§ 5.152, 5.154(d), 5.156(d) (2016).

is an essential part of evaluating policies, practices and investments to better identify and prioritize contributing factors to fair housing issues. The analysis should evaluate the patterns and changes over time and consider other relevant factors, such as public participation, past policies, practices, and investments and demographic trends.

## Data Considerations

**R/ECAP:** To assist communities in identifying racially and ethnically concentrated areas of poverty (also known as R/ECAPs), HUD developed a definition that relies on a racial and ethnic concentration threshold, as well as a poverty test. For an area to be identified as having a racial and ethnic concentration, the threshold is that a RCAP or ECAP have a non-White population of 50 percent or more, within metropolitan or micropolitan areas. In locations outside these areas, where the non-White populations are likely to be much smaller than 50 percent, the threshold is set at 20 percent. The poverty test defines areas of “extreme poverty” as those where 40 percent or more of the population lives at or below the federal poverty line, or those where the poverty rate is three times the average poverty rate in the metropolitan area, whichever is less. An area that meets either the racial or ethnic concentration and also meets the poverty test would be considered a RCAP or ECAP; broadly referred to as R/ECAPs.

The R/ECAP database is available online at:

[https://hudgis-hud.opendata.arcgis.com/datasets/56de4edea8264fe5a344da9811ef5d6e\\_0](https://hudgis-hud.opendata.arcgis.com/datasets/56de4edea8264fe5a344da9811ef5d6e_0).

**TCAC/HCD Opportunity Map:** The High Segregation & Poverty category in the TCAC/HCD Opportunity Area Map may also be used in identifying R/ECAPS and is available online at:

<https://www.treasurer.ca.gov/ctcac/opportunity.asp>

Much like the R/ECAP, the High Segregation and Poverty category uses an absolute threshold for poverty. However, instead of a threshold for race, the TCAC/HCD approach uses a location quotient for racial segregation. The poverty threshold is 30 percent of the population living below the poverty line and the location quotient is essentially a measure of the concentration of race in a small area compared to a county level.

Local jurisdictions can use the HUD data to map or the TCAC/HCD Opportunity Area Map for High Segregation and Poverty to identify and analyze the presence of R/ECAPS in their community.

**Racially Concentrated Areas of Affluence:** In addition to identifying and analyzing racially and ethnically concentrated areas of poverty, an analysis should also consider concentrated areas of affluence to better evaluate trends, patterns, policies, and practices and to guide meaningful goals and actions to address fair housing issues. In response to the R/ECAPs utilized by HUD in its 2015 AFFH rule, scholars at the University of Minnesota Humphrey School of Public Affairs have created the Racially Concentrated Areas of Affluence (RCAAs) metric to more fully tell the story of segregation in the United States.<sup>64</sup> Based on their research, RCAAs are defined as census tracts where 1) 80 percent or more of the population is white, and 2) the median household income is \$125,000 or greater (slightly more than double the national the median household income in 2016). While this is a useful measure nationwide, HCD has adjusted the RCAA methodology to better reflect California’s relative diversity.

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<sup>64</sup> Goetz, E. G., Damiano, A., & Williams, R. A. (2019). [Racially Concentrated Areas of Affluence: A Preliminary Investigation](#). *Cityscape: A Journal of Policy Development and Research*, 21(1), 99–124.

HCD's version of the RCAA map and accompanying data can be accessed using the AFFH Data Viewer, and HCD encourages jurisdictions to use this metric as they prepare their R/ECAP analysis.

When analyzing patterns and trends of segregation and proposing policy approaches, localities should not only focus on communities of color. Segregation is a continuum, with polarity between race, poverty, and affluence, which can be a direct product of the same policies and practices. To better evaluate these conditions, both sides of the continuum should be considered and compare patterns within the community and across the region. This more holistic approach will better unveil deeply rooted policies and practices and improve identification and prioritization of contributing factors to inform more meaningful actions.

Local jurisdictions should use this information to understand where there are racial/ethnic concentrations of poverty and affluence as a starting point. A complete analysis will then address the trends, patterns, policies, practices, and conditions in combination with other relevant factors to summarize issues and better inform goals and actions.

## 4. Disparities in Access to Opportunity<sup>65</sup>

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The housing element must identify and analyze significant disparities in access to opportunity. While the analysis can consider indices of various access to opportunity variables, it must also independently address access to opportunity variables. For example, the analysis may evaluate total access to opportunity (e.g., high, moderate, low), but must also individually address access to opportunity for education, transportation, economic development, and environment. This more complete understanding of what types of disparities in access to opportunity exist for what populations and in what geographies is necessary to identify and prioritize contributing factors to fair housing issues and formulation of goals and actions. This analysis must be conducted at a regional and local level and should address substantial differences in access to education, transportation, economic, environment and other important opportunities based on socio-economic characteristics (e.g., race, income, familial status, disability, income, poverty). Patterns over time should be discussed as well as policies, practices, and investments that affect access to opportunity. Local data and knowledge and other relevant factors must be considered, including incorporating public outreach and targeted community engagement. This analysis is a key opportunity to engage residents to learn what they want/need, but lack access to, as well as essential community assets to preserve.

### What is Access to Opportunity?

Access to opportunity is a concept to approximate place-based characteristics linked to critical life outcomes. Access to opportunity oftentimes means both improving the quality of life for residents of low-income communities, as well as supporting mobility and access to 'high resource' neighborhoods. This encompasses education, employment, economic development, safe and decent housing, low rates of violent crime, transportation, and other opportunities, including recreation, food and healthy environment (air, water, safe neighborhood, safety from environmental hazards, social services, and cultural institutions).

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<sup>65</sup> Gov. Code, §§ 65583, subd. (c)(10), 8899.50, subds. (a), (b), (c); see also AFFH Final Rule and Commentary (AFFH Rule), 80 Fed. Reg. 42271, 42305, 42338, 42336, 42353-42360 (July 16, 2015).

## Housing Element Access to Opportunity Analysis

Through maps, data tables and discussion, the access to opportunity analysis must address the following opportunity variables: education, transportation, economic, environment, and other factors.

For educational opportunities, the analysis should, at minimum:

- Describe any differences amongst schools within a jurisdiction and whether access to more proficient schools has any patterns across protected characteristics (e.g., race and ethnicity, familial status, persons with disabilities);
- Analyze the proximity of proficient and less proficient schools to areas of segregation and racial and ethnic concentrated areas of poverty; and
- Evaluate the presence or lack of policies, practices, and investment to promote access to more proficient schools or that contribute to a disparity in access to opportunity.

For employment opportunities, the analysis should, at minimum:

- Describe any disparities in access to jobs by protected groups;
- Address where protected groups live and how that affects their ability to obtain a job; and
- Evaluate employment trends by protected groups.

For transportation opportunities, the analysis should, at minimum:

- Compare concentrations of protected groups with access to transportation options;
- Assess any disproportionate transportation needs for members of protected classes; and
- Analyze combined housing and transportation cost impacts on protected groups.

For access to a healthy environment, the analysis should, at a minimum:

- Describe any disparities in access to environmentally healthy neighborhoods by protected class groups;
- Consider available statewide data such as CalEnviroScreen at <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-30>;
- Evaluate consistency with the environmental justice element; and
- Discuss policies, practices and investments that impact access to environmentally healthy neighborhoods.

Additional factors to consider in the analysis should, at minimum:

- Patterns in Disparities in Access to Opportunity
  - » Identify and discuss any overarching patterns of access to opportunity for members of protected classes, including trends over time;
  - » Identify areas that experience an aggregate of poor access to opportunity; and
  - » Include how these patterns compare to patterns of segregation and R/ECAPs.

- Additional Information
  - » Provide additional relevant information, including local data and knowledge and community input, about disparities in access to opportunity in the locality and relative to the region.

## Data Considerations

In collaboration, the California Tax Credit Allocation Committee (TCAC) and HCD developed the TCAC/HCD Opportunity Maps, a mapping tool that identifies areas of higher and lower resources to evaluate access to opportunity. The tool maps areas of highest resource, high resource, moderate resource, moderate resource (rapidly changing), low resource and high segregation and poverty. Note: The moderate resource (rapidly changing) designation is still being evaluated to understand its efficacy at predicting future trends. The tool may be utilized to identify areas of high and low resources to address this analysis and is available at:

<https://www.treasurer.ca.gov/ctcac/opportunity.asp>

The TCAC/HCD Opportunity Maps can help to identify areas within the community that provide good access to opportunity for residents or, conversely, provide low access to opportunity. They can also help to highlight areas that are rapidly changing (potentially creating risk of displacement for lower-income households) and areas where there are high levels of segregation and poverty. The information from the opportunity mapping can help to highlight the need for housing element policies and programs that would help to remediate conditions in low resource areas and areas of high segregation and poverty and to encourage better access for LMI and BIPOC households to housing in high resource areas.

## Disparities in Access to Opportunity for Persons with Disabilities

An analysis of disparities in access to opportunity must specifically address the housing and community development needs of persons with disabilities. According to the U.S. Census Bureau, over four million Californians have a disability. Health and safety are directly linked to housing, and yet, many people with disabilities face enormous barriers in finding suitable housing to accommodate their needs. Additionally, because people with disabilities have faced a history of institutionalization—in state hospitals, developmental centers, jails and prisons, etc. – ensuring that appropriate community-based housing with appropriate supports exists is critical. People with disabilities are also overrepresented in the unhoused population and any solutions related to homelessness must address appropriate accommodations and accessibility. Critically, there are significant disparities by race within the population with disabilities, so jurisdictions should engage in an intersectional analysis of needs. The assessment should consider the unique needs and barriers faced by persons with disabilities and whether persons with disabilities are able to access housing choices and services in an integrated community-based setting. Examples include accessibility features for housing, transportation, education, jobs and other types of community elements to enable fair housing choices.

**Disability types** include hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty.

Data and factors to consider in an analysis of access to opportunity for persons with disabilities could include:

- Prevalence of Disability by Type (e.g., vision, hearing, cognitive, ambulatory, self-care and independent living)
- Disability by Age Group
- Disability by Race/Ethnicity/National Origin
- Assessment of Supportive Housing Stock and Other Housing Stock Including Group Homes, Homes for People with Intellectual or Developmental Disabilities and Mental Health Disabilities
- Assessment of Accessibility of Homelessness Programs and Coordinated Entry System
- General or Estimated Number of “Covered Multifamily Dwellings” – Adaptable Units under the Fair Housing Act<sup>66</sup>
  - » Federal law triggers specific accessibility requirements in fourplex and larger developments with covered multifamily dwellings.
- Estimated Number of Units with Mobility and Communication Accessibility Features under California Building Code Ch. 11B for public housing projects<sup>67</sup> – housing provided by, for, or on behalf of a public entity, or as part of a public entity’s program to provide housing
  - » 5 percent of these units are required to have mobility features, 2 percent of the units are required to have communication features regardless of first occupancy date or number of units in a building, including multistory dwellings and single-family dwellings. **Note:** Jurisdictions should consider higher requirements commensurate with identified need.
- Estimated Number of Multifamily Units pursuant to Government Code section 12955.1(b)
  - » 10 percent of units in multifamily buildings without elevators consisting of three or more rental units or four or more condominium units are subject to accessibility building standards.

To address the housing needs of persons with disabilities and better inform the formulation of policies and actions, the analysis should include, where available: (1) data tables to evaluate trends, magnitude of needs relative to disability at a local, regional and state level (see Resources section for sample tables), (2) maps to analyze spatial patterns relative to accessibility features and services, in comparison to racial and ethnically concentrated areas of poverty, (3) housing accessibility, such as the dispersion of housing choices and zoning to encourage a variety of housing types, (4) efforts to integrate persons with disabilities into community based settings, and (5) a discussion of disproportionate housing needs, including policies and practices such as zoning barriers and gaps, disparities in access to accessibility features, services, resources and strategies, including geographically. Examples of data sources include U.S Census and American Community Survey. When evaluating spatial patterns, an analysis should address whether persons with disabilities are concentrated or integrated throughout the jurisdiction and region and if there are any geographic patterns for persons with disabilities by age.

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<sup>66</sup> The Fair Housing Act requires all “covered multifamily dwellings” designed and constructed for first occupancy after March 13, 1991 to be accessible to and usable by people with disabilities. Covered multifamily dwellings are all dwelling units in buildings containing four or more units with one or more elevators, and all ground floor units in buildings containing four or more units, without an elevator. Federal regulations adopted by the Department of Housing and Urban Development at [24 C.F.R. § 100.201](#) define covered multi-family dwellings.

<sup>67</sup> California Building Code Chapter 11B covers public housing and generally meets 2010 Americans with Disabilities Act Standards, Fair Housing Act requirements when applicable by requiring adaptability features of FHA to other covered multifamily dwelling units if built for first occupancy as housing on or after March 13, 1991.

This disparities analysis for people with disabilities may be included in the disparities in access to opportunity section, segregation and integration section, as part of the section of the housing element that addresses the housing needs of persons with special needs, or in the specific analysis required on potential constraints on housing for persons with disabilities. Additionally, the analysis must go beyond simply identifying and removing barriers and constraints. The analysis should discuss resources and strategies to encourage housing options and access to opportunity to better inform meaningful and proactive goals and actions to address the housing and community development needs of persons with disabilities.

## Common Zoning Barriers for Persons with Disabilities

- **Reasonable Accommodation Procedure:** The lack of a procedure to address disability issues is one of the most prominent zoning barriers because a strong process can be utilized to provide exception to zoning and land use policies that impact housing choices and livability for persons with disabilities. Other common issues with reasonable accommodation procedures include excessive findings of approval, burden on applicants to prove the need for exception, application costs, and discretionary approvals.
- **Family Definition:** Family definitions in zoning or other land use related documents can directly impact housing choices for persons with disabilities, particularly group home situations. Examples of common elements in family definitions that have an exclusionary effect include regulating the number of people, or requiring occupants to be related or under one lease agreement.
- **Excluding Group Homes:** Excluding group homes, community or residential care homes for seven or more persons, or subjecting these homes to a conditional use permit in single family zones acts as a barrier to housing choice for persons with disabilities.
- **Spacing Requirements:** Excessive spacing requirements, such 500 feet or more, between group homes or community or residential care facilities can have a direct impact on the supply of housing choices.
- **Unit Types and Sizes:** The lack of multifamily housing or zoned capacity for multifamily and a variety of sizes from efficiency to four or more bedrooms can constrain the ability of persons with disabilities to live in a more integrated community setting.
- **Lack of Accessible Accessory Dwelling Units (ADUs):** ADUs can provide an important housing choice for persons with disabilities or care providers, including independent and integrated living patterns.
- **Nuisance and Crime Free Ordinances:** Ordinances that can be used or have the effect of disproportionately targeting persons with disabilities.
- **Lack of By Right Zoning for Supportive Housing:** By right zoning for supportive housing can result in more objective processes that are less likely to discriminate or have the effect of discriminating against persons with disabilities.

## 5. Disproportionate Housing Needs, Including Displacement

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The housing element must include an assessment of disproportionate housing needs, including displacement risk, on people with protected characteristics and households with low incomes. This analysis is important to understand how some groups of persons experience severe housing needs when compared to other populations within a local level and when compared to a region. Particularly important to this analysis is local data and knowledge, since some areas could be impacted by market conditions that put households at risk of displacement, or pending or upcoming planning decisions may exacerbate displacement risk.

**Disproportionate Housing Needs** generally refers to a condition in which there are significant disparities in the proportion of members of a protected class experiencing a category of housing need when compared to the proportion of members of any other relevant groups, or the total population experiencing that category of housing need in the applicable geographic area. For purposes of this definition, categories of housing need are based on such factors as cost burden and severe cost burden, overcrowding, homelessness, and substandard housing conditions.

At minimum, the analysis must address:

- **Cost Burden and Severe Cost Burden:** Cost burden is the fraction of a household's total gross income spent on housing costs. There are two levels of cost burden: (1) "Cost Burden" refers to the number of households for which housing cost burden is greater than 30 percent of their income; and (2) "Severe Cost Burden" refers to the number of households paying 50 percent or more of their income for housing. This analysis must address the burdens on both owners and renters (tenure).
- **Overcrowding:** Households having more than 1.01 to 1.5 persons per room are considered overcrowded and those having more than 1.51 persons per room are considered severely overcrowded. The person per room analysis excludes bathrooms, porches, foyers, halls, or half-rooms. This analysis must address the overcrowding on both owners and renters.
- **Substandard Housing:** As defined by the U.S. Census, there are two types of substandard housing problems: (1) Households without hot and cold piped water, a flush toilet and a bathtub or shower; and (2) Households with kitchen facilities that lack a sink with piped water, a range or stove, or a refrigerator. Given the limits of this measure, the analysis must incorporate local data and knowledge, such as housing conditions surveys or code enforcement activities.
- **Homelessness:** Includes individuals or families who lack or are perceived to lack a fixed, regular, and adequate nighttime residence, or who have a primary nighttime residence in a shelter, on the street, in a vehicle, or in an enclosure or structure that is not authorized or fit for human habitation. People experiencing homelessness are vulnerable to violence and criminalization due to their unhoused status.

The analysis should address these factors for protected characteristics and at least race and ethnicity, familial status, persons with disabilities and incomes. The analysis may use data tables or maps and at least must compare the locality to the broader region and the sub-geographies within the locality. Other considerations for the analysis include:

- Identifying the protected groups (e.g., race/ethnicity, familial status, persons with disabilities and income) that experience higher rates of housing cost burden, overcrowding, homelessness, or substandard housing when compared to other groups;
- Discussing the areas of a locality that experience the greatest disproportionate housing needs and any coincidence with protected groups;
- Comparing the needs of families with the availability of housing stock with two and three or more bedrooms; and,
- Evaluating significant disparities relative to other factors such as renter and owner rates.

## Displacement

Shifts in neighborhood composition are often framed and perpetuated by established patterns of racial inequity and segregation. Neighborhood change is influenced by three processes: movement of people, public policies and investments, such as capital improvements and planned transit stops, and flows of private capital (Zuk et al 2015)<sup>68</sup>. These processes can disproportionately impact people of color, as well as lower income households, persons with disabilities, large households, and persons at-risk or experiencing homelessness. These processes can also displace people to the extent of homelessness. An assessment of displacement within a city should address these three processes and their mutual dependencies, particularly as mediated by race and scale. For the purposes of this guidance, displacement is used to describe any involuntary household move caused by landlord action or market changes. Displacement is fueled by a combination of rising housing costs, rising income inequality, stagnant wages, and insufficient market-rate housing production (Been, Ellen, & O'Regan 2018)<sup>69</sup>. Decades of disinvestment in low-income communities, coupled with investor speculation, can result in a rent gap or a disparity between current rental income of the land, and potentially achievable rental income if the property is converted to its most profitable use.

Displacement can broadly be understood to be caused by disinvestment, investment-fueled gentrification, or a process combining the two. Low-income neighborhoods experience displacement due to disinvestment resulting from both public and private sector decisions. Similarly, both public and private investments fuel displacement by attracting residents with higher incomes and higher educational attainments into low-income communities (Chapple 2020).<sup>70</sup> These forces can cause both physical displacement, preventing low-income communities of color from benefiting from the new economic growth; cultural displacement, as cultural resources disappear and communities are disrupted; and/or exclusionary displacement, with increasing housing prices preventing the entrance of low-income households (Cash et al. 2020).<sup>71</sup>

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68 Zuk, M., et al. (2015). Gentrification, Displacement, and the Role of Public Investment. Federal Reserve Bank of San Francisco, 32.

69 Been, V., Ingrid, E., & O'Regan, K. (2019). Supply Skepticism: Housing Supply and Affordability. Housing Policy Debate, 29(1), 25-40.

70 Chapple, K. (2020). "On the Brink of Homelessness: How the Affordable Housing Crisis and the Gentrification of America Is Leaving Families Vulnerable." Written statement for the record before the House Financial Services Committee, Washington DC: January 14, 2020. <https://docs.house.gov/meetings/BA/BA00/20200114/110362/HHRG-116-BA00-Wstate-ChappleK-20200114.pdf>Desmon

71 Cash, Anna et al. (2019). Building a National Narrative of Anti-Displacement Strategies: Key Takeaways From SPARCCC Regions. Urban Displacement Project, University of California, Berkeley.

**Disinvestment-driven Displacement:** Historically, low-income communities in California with large populations of people of color have received fewer public sector investments in infrastructure, impacting everything from parks and schools to streets and sewers. Racially exclusionary housing policies and limited access to credit have limited and shaped private-sector investments in the same communities with lasting impact on homeownership and intergenerational wealth building (Trounstine 2018).<sup>72</sup> Together, these forms of neighborhood disinvestment can lead to displacement of low- and moderate-income communities and communities of color. Disinvestment-fueled displacement can occur when the value of a property does not justify investing in its maintenance, often resulting in abandonment and decay (Zuk et al 2015).<sup>73</sup> These displaced residents can often endure “hyper-mobility” when forced moves to substandard housing compel them to rapidly move again, creating a destructive cycle of housing instability (Desmond et al. 2015).<sup>74</sup>

**Investment-driven Displacement:** Displacement can take place as a neighborhood undergoes a process of gentrification, particularly within the context of the increasing desirability of housing in urban cores. Often following decades of disinvestment, a flood of public and private sector investments can lead to real estate speculation, improvements in transit access, and changes in land use. While these investments and changes can be positive, they are also associated with displacement, as historic residents cannot afford to stay and benefit from investments in housing, transit infrastructure, and access to healthy foods. Studies of gentrification and investment-driven displacement consistently describe a pattern of whiter, wealthier, and more educated residents moving into historically disinvested neighborhoods, matching an outflow of poorer renters of color displaced by rising residential rents (Zuk et al. 2015).<sup>75</sup>

The foreclosure crisis contributed to making low-income communities vulnerable to gentrification and displacement. In these communities, disproportionate levels of predatory subprime lending resulted in waves of foreclosures, leaving the neighborhoods vulnerable to investors looking to purchase and flip homes. This displacement has been financed by banks, private equity, and Wall Street firms. Capital providers often work with real estate speculators and serial evictor corporate landlords who purchase properties with the intention of evicting tenants and small businesses.

**Gentrification:** A process of neighborhood change that includes economic change in a historically disinvested neighborhood —by means of real estate investment and new higher-income residents moving in - as well as demographic change - not only in terms of income level, but also in terms of changes in the education level or racial make-up of residents.<sup>76</sup>

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72 Jessica Trounstine, *Segregation By Design: Local Politics and Inequality in American Cities*. (Cambridge University Press, 2018).

73 Zuk, M., et al. (2015). Gentrification, Displacement, and the Role of Public Investment. Federal Reserve Bank of San Francisco, 32.

74 Desmond, M., Gershenson, C., & Kiviat, B. (2015). Forced Relocation and Residential Instability among Urban Renters. *Social Science Review* 89(2). 237-262.

75 Zuk, M., et al. (2015). Gentrification, Displacement, and the Role of Public Investment. Federal Reserve Bank of San Francisco, 32.

76 [Gentrification Explained | Urban Displacement Project](#)

**Disaster-driven Displacement:** The geologic and climate forces that have helped shape California’s natural beauty also make the state susceptible to environmental disasters and their ensuing potential for displacement. California’s recent history has shown that environmental disasters such as wildfires, earthquakes and floods can be significant causes of displacement, and that climate change is accelerating the risk from such disaster events. The risk of climate disaster can also put pressure on lower income communities as wealthy people seek to relocate to safer locations. An analysis should address the potential displacement from local environmental hazards. Jurisdictions should make reference to their Local Hazard Mitigation Plan, Safety Element, Environmental Justice Element, and any recent locally available hazard data in detailing the types of environmental hazards present in the community, the location of high hazard risk areas in the community, and what type of populations live in those areas of heightened hazard risk. FEMA flood maps are a good starting point for assessing flood risk, but jurisdictions are encouraged to utilize any more recent local flood risk data available, as FEMA flood maps can oftentimes be outdated and fail to account for climate change.<sup>77</sup> Addressing disaster risk is not a justification for furthering segregation, and policies that seek to address this risk should include strategies that mitigate the risk of displacement and exclusion.

In this analysis, jurisdictions should make note of potential impacts of disasters on protected classes and low-income residents, particularly low-income renter populations. Research has shown that low-income renter populations are disproportionately exposed to environmental hazards and that housing tenure is a telling determinant of social vulnerability to disasters.<sup>78</sup> Renters bear the brunt of the existing affordable housing shortage, and their adaptive capacity to cope and recover from the impacts of environmental hazards may be reduced due to systemic inequities and limited resources. Furthermore, renters also face the added physical challenges because they do not control the housing units they live in, and are more likely to be displaced post-disaster because of the following forces:

- Lack of control of when or if their housing unit will be rebuilt
- Lack of control of the maintenance or possible addition of resilience investments to the property
- Fewer financial resources to rebuild rental housing than for homeowners
- Rental price increases as rental housing supply decreases
- Evictions
- More likely to live in housing typologies such as apartments or duplexes, which can take longer to rebuild post-disaster

Any analysis of disaster-driven displacement risk should call out how those risks impact low-income renters in the community, and any programs or resources in place meant to increase resiliency and address those hazard risks. Disaster risk is not a justification for the perpetuation of patterns of segregation. Jurisdictions should creatively utilize both land use planning and public investments in mitigation measures to solve for the issues of environmental hazard risk, climate change adaptation, fair housing, and housing affordability simultaneously.

77 Homeland Security Inspector General – FEMA Needs to Improve Management of its Flood Mapping Programs, 2017, <https://www.documentcloud.org/documents/4066233-OIG-17-110-Sep17.html>

78 Lee & Van Zandt, 2018, Social Vulnerability to Disasters: A Review of the Evidence

**Data Considerations:** Through maps, data tables, and discussion, the analysis must address the concentrations of risk of displacement. The analysis might consider the following variables that are associated with risk of displacement and neighborhood change.

### **Other Considerations:**

- **Public Infrastructure Investments:** Government investments in physical infrastructure, such as rail transit, schools, parks, and highways can be associated with increasing home values and subsequent displacing forces (Zuk et al. 2015).
- **Historically Disinvested Areas:** Today's displacement is built upon a history of dispossession and exclusion, fueled by racism, and perpetuated by the logic of capitalism. Historical exclusionary housing policies such as redlining, racially restrictive covenants, implicitly racial zoning, racialized public housing policies, and urban renewal continue to shape wealth accumulation and access to resources like high-quality schools and job centers.
- **At-risk Affordable Units:** The conversion of federally-and -state-subsidized affordable rental developments to market-rate units can constitute a substantial loss of housing opportunity for low-income residents. There are approximately 149,000 units of privately owned, federally assisted, multifamily rental housing, as well as tax-credit and mortgage revenue bond properties, often with project-based rental assistance. As the subsidy contracts or regulatory agreements expire, a large percentage of these units may convert to market-rate. These at-risk units are home to seniors and families with low incomes who are at risk of displacement if the developments convert.

Income Variables		
Variable	Data Source	Association
Income Diversity	U.S. Census Table P007 ACS % Year Estimates Table B03002	Higher income diversity is associated with higher risk of neighborhood change
% of renters paying >35% of income	ACS 5 Year Estimates, DP04	Higher share of rent-burdened tenants is associated with higher risk of displacement
% of owners paying >35% of income	ACS 5 Year Estimates, DP04	Higher share of over-burdened owners associated with higher risk of displacement

Demographic Variables		
Variable	Data Source	Association
% non-family households	ACS 5 Year Estimates, DP02, B09029	Larger share of non-family households associated with higher risk of displacement
% non-Hispanic whites	ACS 5 Year Estimates, DP05	Larger share of non-Hispanic whites associated with lower risk of displacement
Educational Attainment	ACS 5 Year Estimates, S21501	Increasing share of high educational attainment associated with active displacement

Housing Variables		
Variable	Data Source	Association
% of dwellings units in buildings with 3+ units	ACS 5 Year Estimates, DP04	Higher share of multi-unit buildings is associated with higher risk of displacement
% renter-occupied housing	ACS 5 Year Estimates, DP04	Higher share of renter-occupied housing is associated with higher risk of displacement
Median gross rent	ACS 5 Year Estimates, DP04	Lower median gross rent compared to nearby higher rents is associated with higher risk of displacement
Overcrowding	ACS 5 Year Estimates, DP04	Higher rates of overcrowding are associated with higher risk of displacement

# Site Inventory

The purpose of the housing element's site inventory is to identify and analyze specific land (site) that is available and suitable to accommodate the regional housing need by income group. The site inventory enables the jurisdiction to determine whether there are sufficient and adequate sites to accommodate the RHNA by income category. A site inventory and analysis will determine whether program actions must be adopted to "make sites available" with appropriate zoning, development standards, and infrastructure capacity to accommodate the new development need.

AB 686 requires a jurisdiction's site inventory "...shall be used to identify sites throughout the community, consistent with..." its duty to affirmatively further fair housing.<sup>79</sup> Sites must be identified and evaluated relative to the full scope of the assessment of fair housing (e.g., segregation and integration, racially and ethnically concentrated areas of poverty and affluence, access to opportunity, etc.). The site inventory and accompanying analysis must identify and analyze selected sites, map the location of the sites, indicate the number of projected units for each site and represent the assumed affordability (i.e., lower, moderate and above moderate) for each site, and evaluate relative to socio-economic patterns. Importantly, the analysis ought not be limited to the identification of sites for lower income households. Rather, it should incorporate the jurisdiction's projected housing development at all income levels and assess the extent to which that development will either further entrench or help to ameliorate existing patterns of segregation and/or exclusion of members of protected categories. Where the analysis of the inventory indicates that the community has insufficient sites appropriately zoned and located to accommodate its lower income RHNA in a manner that affirmatively furthers fair housing, the housing element must include a program to address this inconsistency, such as making additional sites available to accommodate its lower income RHNA in a manner that affirmatively furthers fair housing. To evaluate the site inventory's consistency with the obligation to affirmatively furthering fair housing, the site inventory analysis should address:

- **Improved Conditions:** A discussion of how the sites are identified in a manner that better integrates the community with a consideration for the historical patterns and trends, number of existing households, the magnitude (e.g., number of units) of the RHNA by income group and impacts on patterns of socio-economic and racial concentrations.
- **Exacerbated Conditions:** Similar to above, an explanation of identified sites relative to the impact on existing patterns of segregation and number of households relative to the magnitude (e.g., number of units) of the RHNA by income group.
- **Isolation of the RHNA:** An evaluation of whether the RHNA by income group is concentrated in areas of the community.
- **Local Data and Knowledge:** A consideration of current, planned and past developments, investment, policies, practices, demographic trends, public comment and other factors.

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<sup>79</sup> Gov. Code, §§ 65583.2, 65583, subd. (c)(10)(A), 8899.50; see also HCD, Building Blocks, at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>; 24 C.F.R. § 5.154 (2016).

- **Other Relevant Factors:** Any other factors that influence the impacts of the identification of sites to accommodate the regional housing need on socio-economic patterns and segregation. This requirement should address any pending or approved plans, other elements of the general plan and relevant portions of the housing element and site inventory analysis requirements including, but not limited to, effectiveness of past programs in achieving the goals of the housing element, suitability of sites, existing uses and impacts of additional development potential, including potential for displacement of residents, businesses and other community amenities and infrastructure capacity.

**Summary of Conclusions and Approach to Policies and Programs:** Based on the outcomes of the analysis, the element must summarize conclusions and directly identify policies and programs needed to address identifying and making available adequate sites to accommodate the RHNA in a manner that affirmatively furthers fair housing. Policies and programs must include “meaningful actions” beyond combating discrimination to overcome patterns of segregation and foster inclusive, affordable and stable communities.

Specifically, the analysis must include each of the fair housing issue areas: (1) segregation and integration, (2) racially and ethnically concentrated areas of poverty (R/ECAPs), (3) access to opportunity, and (4) disproportionate housing needs, including displacement. The analysis should not be limited to the jurisdiction itself, but should include the surrounding region and an understanding of the role the jurisdiction plays in current and historical trends of segregation at a regional level.

## Segregation and Integration

The analysis must address identified sites relative to segregation and integration of protected classes. This analysis may focus on households by income but must address segregation and integration of other protected classes as well, including population by race, disability and familial status; the analysis must address the effects of economic segregation on members of protected classes. The analysis must show how the site inventory decreases the segregation index scores for protected classes and along income within the jurisdiction, as well as the segregation indices at the regional scale. It should provide an estimate of how much the sites identified are expected to decrease the dissimilarity and isolation index scores. Furthermore, the analysis should include an evaluation of current and historical spatial patterns of subsidized housing within and surrounding the jurisdiction, including emergency shelters, subsidized affordable housing, supportive housing, and usage of housing choice vouchers, and how the site inventory decreases patterns of segregation given these trends. This analysis of subsidized housing can provide insights into patterns of segregation and integration at a more granular scale that may prove helpful when U.S. Census data is only available at large geographies like tracts and block groups.

**Data Considerations:** Sample Methodology for Analysis by Income Group (should also be applied to race, disability and familial status)

1. Identify the percentage of the total local households that are lower, moderate and above moderate income.

2. **A.** Calculate the percentage of households in each census tract or block group that are lower, moderate and above moderate income.

**B.** As a secondary indicator, identify those tracts or block groups where the percentage of households at the appropriate income level is significantly higher than the community-wide average. The actual level chosen should be sensitive to the local context. For example, if a community has a very low existing percentage of lower income households, an appropriate measure might be block groups where the percentage of lower income households is double the community-wide average. In communities where the percentage of existing lower income households is relatively high, then a standard of 25 or 50 percent higher than the community-wide average may be appropriate. When tracts or block groups contain relatively small numbers of households, the percentage calculations will have relatively high margins of error (MOE). MOEs are also included in each record in the LMISD data. The MOEs should be considered when interpreting the results of this analysis.

3. Identify the existing percentage of LMI households in each block group where there is a residential capacity targeted to accommodate the RHNA for LMI households.

4. **A.** Calculate the total percentage of housing units counted towards satisfaction of the RHNA for lower income households where the existing block group percentage of LMI households exceeds the overall average for the jurisdiction.

**B.** Calculate the total percentage of housing units counted towards satisfaction of the RHNA for LMI households where the existing block group percentage of LMI households exceeds the secondary standard for concentration of LMI households that is significantly higher than the overall jurisdiction average.

5. If the percentage of housing units from #4 A. is significantly higher than the percentage from #2 A., and/or if the percentage of housing units from #4 B. is significantly higher than the percentage from #2 B., then this is an indicator that the site inventory for development of housing for lower income households is overly concentrated in areas that the housing sites would tend to encourage over-concentration of lower income households and sites targeted for lower income housing development should be better located among tracts or block groups where the percentage of lower income households is below the exiting citywide average.

6. Analyze local and regional data and knowledge, policies, practices and investments, demographic trends and other factors.

## **Racially and Ethnically Concentrated Areas of Poverty and Affluence**

The analysis must evaluate both the location of identified sites and the location of capacity (number of units) by income group relative to racially and ethnically concentrated areas of poverty and affluence. The analysis should address whether sites are located in or near areas of concentrated poverty and race and affluence, and whether the identified sites significantly concentrate capacity (number of units) to accommodate lower income households in or near racially and ethnically concentrated areas of poverty. The analysis should also evaluate the relationship between the location where the capacity for the lower-income housing need is accommodated in comparison to the housing need for above moderate income households. For example, whether sites to accommodate above moderate income households are significantly concentrated in areas of affluence. This analysis of R/ECAPs and RCAs should include looking at neighborhoods of the jurisdiction where there are no identified sites in the site inventory and evaluating if the absence of sites in those neighborhoods perpetuates patterns of R/ECAPs or RCAs.

## **Disparities in Access to Opportunity**

The analysis must address the location of identified sites and the location of capacity (number of units) by income group relative to overall access to opportunity and various categories of access to opportunity (e.g., education, transportation, employment, environment). The analysis should not only address an overall score value of access to opportunity, but must also individually address access to education, transportation, economic prosperity, areas with low rates of violent crime, parks and recreation areas, environmentally healthy neighborhoods and other important opportunities. This is an important place to include local data, such as school performance and enrollment boundaries, local bicycle and pedestrian data, and access to critical local and cultural institutions if available, although the analysis should extend beyond the jurisdiction's boundaries when considering access to opportunity. This analysis should be quantitative where possible and qualitative at least to guide appropriate goals and actions resulting from the analysis. Even where information about these indicators of opportunity is more qualitative or anecdotal than quantitative, it is a valuable and necessary component of developing appropriate actions.

Local jurisdictions using the TCAC/HCD Opportunity Maps should note that rural areas are scored relative to other rural areas in the same county, meaning they are not scored on the same scale as non-rural areas. This is important to note in jurisdictions that include a mix of rural and non-rural areas. While the TCAC/HCD Opportunity Maps provide data at a block group level in rural areas, data tools for rural areas and lower population areas sometimes do not fully capture the nuance of the socio-economic patterns, which highlights the importance of using local data and knowledge as a complement.

## Disproportionate Housing Needs, including Displacement Risk

The identification of sites should be informed by the findings of the disproportionate housing needs section of the assessment of fair housing. To analyze sites relative to disproportionate housing needs, including displacement risk, a locality must identify and evaluate sites according to cost burdens, overcrowding and substandard housing. This analysis must also address displacement risks as well as any other disproportionate housing needs addressed in the assessment of fair housing based on local data and knowledge. Factors of disproportionate housing need (e.g., overpayment, overcrowding, displacement, etc.) may be considered together to the extent there is a significant coincidence. The analysis must also address ways in which development of the identified sites will impact displacement risk. Where development of the identified sites is likely to increase displacement risk, then the element must include programs to mitigate the risks and impacts of displacement.

## Identification and Prioritization of Contributing Factors

The housing element must include an identification and prioritization of significant contributing factors to segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs. Fair housing contributing factor (or contributing factor) means a factor that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. See “Part 3: Resources” for examples of contributing factors by fair housing issue area. Contributing factors should be based on all the prior efforts and analyses: outreach, assessment of fair housing, and site inventory. Contributing factors must also be prioritized in terms of needed impact on fair housing choice and strongly connect to goals and actions.

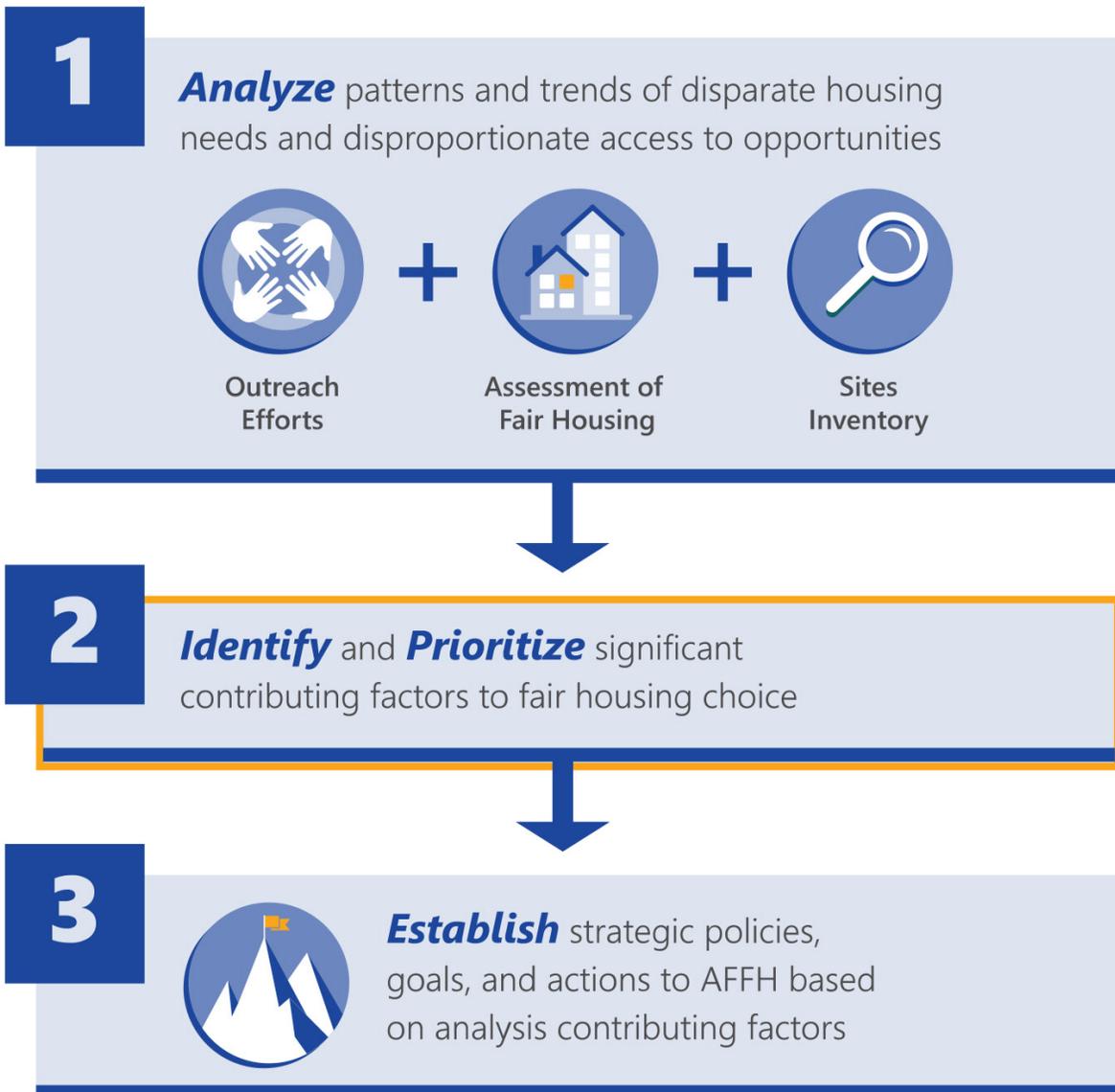
The identification and evaluation of contributing factors must:

- Identify fair housing issues and significant contributing factors;
- Prioritize contributing factors, including any local information and knowledge, giving highest priority to those factors that most limit or deny fair housing choice or access to opportunity or negatively impact fair housing or civil rights compliance; and
- Discuss strategic approaches to inform and strongly connect to goals and actions.

For more information, see “Part 3: Resources” (Sample Contributing Factors and Action Matrix)

**Chart 2: Contributing Factors Relationship Between Assessment of Fair Housing and Goals and Actions**

# AFFIRMATIVELY FURTHERING FAIR HOUSING



## The Importance of Prioritization

In any given community, there will be several contributing factors. However, listing contributing factors without analysis will not result in meaningful actions. For example, a list of 50 contributing factors that are not analyzed will likely result in less guided and impactful goals and actions. Instead, the housing element must prioritize contributing factors and should consider a manageable list (e.g., 4-6) to strongly connect to goals and actions, focus resources and maximize impact in the planning period. Further, the element should consider regular evaluation of the effectiveness of goals and actions and adjust and re-prioritize contributing factors and goals and actions as necessary.

Contributing factors are not limited to public actions. Private actions can also contribute to patterns of segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs. While public agencies do not directly control private actions or contributing factors beyond a locality's boundaries, the actions of public agencies can influence private action and have impacts beyond local boundaries. As a result, regardless of whether contributing factors are public or private or local, region, state or federal, the housing element must recognize a broader social and legal obligation to affirmatively further fair housing and still identify and prioritize those contributing factors to commit to commensurate goals and actions.

## Using Other Consolidated Plan Documents

Localities may utilize an assessment of fair housing or analysis of impediments created pursuant to past federal requirements to identify and prioritize contributing factors to fair housing issues. Also, the statewide analysis of impediments and, if available, a regional analysis of impediments may be useful. While these documents may be a sufficient starting point, in all cases, contributing factors must be tailored to local conditions or must be re-evaluated and prioritized based on the assessment of fair housing in the housing element. Note that information in an AFH or AI may also be outdated or incomplete depending on how recently that information was prepared and may need to be updated.

## Goals, Policies, and Actions

The housing element must include goals, policies and most specifically, a schedule of actions during the planning period. Actions must be specific with timelines, discrete steps and measurable outcomes to have a "beneficial impact" during the planning period. The schedule of actions must reflect the results of analyses and is intended to be adequate to address the housing needs of all economic segments of the community. The schedule of actions must address the following statutory areas:

- Identify adequate sites, with appropriate zoning and development standards and services to accommodate the locality's share of the regional housing needs for each income level;
- Assist in the development of adequate housing to meet the needs of extremely low-, very low-, low-, and moderate-income households;

- Address and, where possible, remove governmental and non-governmental constraints to the maintenance, improvement, and development of housing, including housing for people at all income levels, as well as housing for people with disabilities and providing reasonable accommodation;
- Conserve and improve the condition of the existing affordable housing stock;
- Preserve assisted housing developments at risk of conversion to market rate;
- Promote housing opportunities throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics; and
- Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at an affordable rent.

### **What is “Beneficial Impact”**

Programs in the element must have specific commitment to deliverables, measurable metrics or objectives, definitive deadlines, dates, or benchmarks for implementation. Deliverables should occur early in the planning period to ensure actual housing outcomes. For example, programs to “explore” or “consider” on an “ongoing” basis are inadequate to demonstrate a beneficial impact in the planning period. Conversely, a program with clear and specific commitment and numerical objectives such as “rezone 50 acres to high density by June 2022” is adequate to demonstrate a beneficial impact. This specific and clear commitment combined with numerical objectives and timelines is called “beneficial impact.” Similarly, programs to affirmatively furthering fair housing must have specific and clear commitment, milestones, and metrics or numerical and anticipated outcomes.

### **Goals and Policies**

Goals and policies typically are utilized to determine a direction in the implementation of a schedule of actions. Through this direction, actions can be interpreted, prioritized, adjusted and carried out to best achieve the necessary outcomes to address the identified needs without re-evaluating over-arching principles or re-starting legislative or complex policy-making processes. To affirmatively further fair housing, goals and policies must have a specific connection to outreach, the assessment of fair housing, the analysis of the site inventory and most importantly, the prioritization of contributing factors to fair housing issues. Goals, policies and actions must be aggressively set to overcome those contributing factors to meet the “meaningful impact” requirement in statute and to avoid actions that are materially inconsistent with the obligation to affirmatively further fair housing. Goals and policies must be created with the intention to have a significant impact, well beyond a continuation of past actions, and to provide direction and guidance for meaningful action.

## What If Goals Are Outside of Local Control?

Goals should be set regardless of whether a locality directly controls all the factors involved in achieving that goal. A locality's ability to influence may be a consideration in development of actions but should not limit setting goals. Instead, recognizing the ability or inability to influence a goal should be a starting point for forming appropriate policies and actions. For example, a locality might have limited financial and staff resources. Instead of setting goals and actions at an inadequate level due to limited resources, localities should recognize this constraint and form policies and actions accordingly, such as building partnerships with non-profits to explore all private and public funding available, creating coalitions, working with legislators, exploring all private and public funding available, collaborating with nearby localities and seeking technical assistance.

Goals and policies to affirmatively further fair housing do not need to be independent or isolated on a contributing factor. Instead, goals and policies can be integrated with other goals and policies required by the housing element. For example, a housing element could have a program to "Improve housing supply." On the other hand, an integrated program could "Improve and integrate housing supply, choices and affordability throughout the community." Goals and policies intended to affirmatively further fair housing should be described as such. By integrating goals and policies, a locality can leverage efforts for a broader and more significant impact while better reflecting more inclusive values.

## Actions

Actions implement goals and consist of concrete steps, timelines and measurable outcomes. Actions should be considered a part of the schedule of actions or programs required by Housing Element Law and must affirmatively further fair housing pursuant to Government Code section 8899.50. Specifically, Government Code section 8899.50 requires "meaningful actions" well beyond combating discrimination to overcome patterns of segregation and foster inclusive communities. These actions, as a whole, must:

- Address significant disparities in housing needs and in access to opportunity;
- Replace segregated living patterns with truly integrated and balanced living patterns;
- Transform racially and ethnically concentrated areas of poverty into areas of opportunity; and
- Foster and maintain compliance with civil rights and fair housing laws.

Further, local agencies shall not take any action materially inconsistent with the obligation to affirmatively further fair housing. This requirement should apply to all actions in the housing element and the rest of the general plan as well as any actions, policies or practices outside of the general plan.

## Action Areas

Actions to affirmatively further fair housing may include, but are not limited to:

- Enhancing housing mobility strategies;
- Encouraging development of new affordable housing in high resource areas;
- Improving place-based strategies to encourage community conservation and revitalization, including preservation of existing affordable housing; and
- Protecting existing residents from displacement.

While the goals, policies and actions may select from the above areas (e.g., mobility, housing in high resource areas, place-based, protection from displacement), actions must be formulated in a manner to address the full scope of outreach, assessment of fair housing, analysis of site inventory and overcome contributing factors to fair housing. As a result, a schedule of actions generally must address all four categories.

For examples of affirmatively furthering fair housing actions by each of the action areas, see “Part 3: Resources.”

## Using a Variety of Actions

To address the full scope of outreach, complete the assessment of fair housing, and overcome contributing factors to fair housing and affirmatively further fair housing, actions must consider a wide range of actions across all action areas (e.g., mobility, housing in high resource areas, place-based and protection from displacement). The number and scale of actions will depend on the severity of the needs but regardless of need, a cohesive and effective program will consider multiple action areas. For example, a place-based approach might improve infrastructure or invest in active transportation, but those efforts would be ineffective in addressing needs without complementary anti-displacement measures.

Further, a balanced and effective approach will consider different types of actions utilizing: (1) human resources: outreach, education, marketing, collaboration, (2) land use resources: planning documents such as general plans, zoning, specific plans, ordinances and procedures, and (3) financial resources.

A balanced and effective approach will consider and combine each of these areas. For example, an approach could include marketing and collaboration as part of increasing mobility, zoning to increase housing choices in high resource areas, and investing financial resources in place-based and displacement action areas. An effective approach will also seek to combine these types within an action area. For example, a locality might take a zoning and financial resources approach to displacement risks or creating new housing choices in high resource areas. By combining these action areas, a program will be more balanced and more effective in achieving the goals to affirmatively further fair housing.

## Milestones, Objectives, Monitoring and Making Adjustments

Specific actions with timelines and measurable or numerical objectives are essential to an effective approach. Successful outcomes will not be achievable and discernable without specificity. For example, a program to “explore feasibility on an ongoing basis” does little to achieve tangible results but a commitment to “rezone 50 acres to the high density district by October 2021” has a far more likelihood of producing results. In addition, measurable or numerical objectives clarify goals and serve as a reference point for monitoring the effectiveness of programs. As part of the annual progress report (Gov. Code, § 65400), localities, through a community process, should evaluate actions for progress toward goals and objectives and effectiveness to make regular adjustments as necessary.

## Integrating Affirmatively Furthering Fair Housing into Existing Housing Element Programs

Housing elements must include actions to address statutory areas, such as identifying adequate sites to accommodate the regional housing need, assisting in the development of housing for lower income households and households with special needs, and conserving and improving the existing housing stock.<sup>80</sup> These statutory program areas can be modified to complement the statutorily required affirmatively furthering fair housing programs.<sup>81</sup> Examples include:

- **Adequate Sites:** In some cases, housing elements will include programs to rezone to address a shortfall of sites to accommodate the regional housing need. These types of programs should be carried out where possible to promote more inclusive communities. In addition, in some cases, a locality might find circumstances warranting rezoning above and beyond the regional housing need to promote more housing choices and affordability. Examples include long held patterns of isolation in higher income areas, or other factors, or when identifying sites to accommodate the housing need for lower income households exacerbates segregation.
- **Assist in Development of Housing for Lower Income Households and Households with Special Needs:** Housing elements will include programs to encourage affordable development, such as utilizing, seeking or supporting funding, building partnerships with non-profit developers and incentives for affordability. These programs can be targeted to high resource areas or other similar areas to promote inclusive communities.
- **Addressing Governmental and Non-governmental Constraints:** Land use and zoning can be a key barrier to inclusive communities. Zoning, permit processing, fees and other land use reforms can be targeted geographically to promote more inclusive communities. Non-governmental constraints can include factors such as local opposition to affordable housing. Education and other programs can be geographically targeted to build campaigns for more integrated land use patterns.

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80 Gov. Code, §§ 65583, subd. (a)(3) , 65583.2; see also HCD, Building Blocks at <https://www.hcd.ca.gov/community-development/building-blocks/index.shtml>.

81 Gov. Code, §§ 8899.50, 65583, subd. (c).

- **Conserve and Improve the Existing Affordable Housing Stock:** Elements must have actions to conserve and improve the existing affordable housing stock. Typical actions include programs for rehabilitation (renter, owner), acquisition and rehabilitation, infrastructure investment, conservation of mobilehome parks, housing choice vouchers, and administrative actions like zoning or displacement policies. These types of programs can be geographically targeted as place-based strategies to revitalize and improve communities or as new opportunities in high opportunity areas.
- **Incentivize Accessory Dwelling Units (ADUs):** Programs to incentivize ADUs can be targeted as new opportunities in high resource areas or as place-based revitalization strategies.

### **Integrating Goals, Policies and Actions across Multiple Planning Objectives**

Various policy topics can be integrated where more than one objective is considered at a time to promote more balanced approaches and multiple benefits. The intent is to align objectives and set clearer direction to avoid future conflict. Various policy topics can be considered within the housing element and also across the general plan. For example, a goal or policy could be set to both identify adequate sites to accommodate the regional housing need and affirmatively furthering fair housing. Also, a housing issue could be considered at the same time as a circulation or safety issue. Through more integrated approaches, the general plan becomes a more cohesive, internally consistent and implementable plan. For examples of integrated concepts in the general plan, please review resources developed by the Governor’s Office of Planning and Research. In addition, See “Part 3: Resources” for a matrix of policy topics and integrated planning approaches.

# Part 3:

## Resources

### Statute (strikeout/underline)

#### Division 1 of Title 2 of the Government Code, Chapter 15

#### Government Code Section 8899.50 (Additions and Deletions in Strikeout/Underline)

**Section 8899.50.** (a) For purposes of this section, the following terms have the following meanings:

- (1) “Affirmatively furthering fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a public agency’s activities and programs relating to housing and community development.
- (2) “Public agency” means all of the following:
  - (A) The state, including every state office, officer, department, division, bureau, board, and commission, including the California State University.
  - (B) A city, including a charter city, county, including a charter county, city and county, and a redevelopment successor agency.
  - (C) A public housing authority created pursuant to the Housing Authorities Law (Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code).
  - (D) A public housing agency, as defined in the United States Housing Act of 1937 (codified at 42 U.S.C. Sec. 1437 et seq.), as amended.
  - (E) Any other political subdivision of the state that is a grantee or subgrantee receiving funds provided by the United States Department of Housing and Urban Development under the Community Development Block Grant program, the Emergency Solutions Grants program, the HOME Investment Partnerships program, or the Housing Opportunities for Persons With AIDS program.
- (b) A public agency shall administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

- (c) This section shall be interpreted consistent with the Affirmatively Furthering Fair Housing Final Rule and accompanying commentary published by the United States Department of Housing and Urban Development contained in Volume 80 of the Federal Register, Number 136, pages 42272 to 42371, inclusive, dated July 16, 2015. Subsequent amendment, suspension, or revocation of this Final Rule or its accompanying commentary by the federal government shall not impact the interpretation of this section.
- (d) In selecting meaningful actions to fulfill the obligation to affirmatively further fair housing, this section does not require a public agency to take, or prohibit a public agency from taking, any one particular action.

## **Division 1 of Title 7 of the Government Code, Chapter 3**

### **Government Code Section 65583 (Additions and Deletions in Strikeout/Underline)**

**Section 65583.** The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community. The element shall contain all of the following:

- (a) An assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. The assessment and inventory shall include all of the following:
  - (1) through (9) Omitted – No substantive changes.
  - (b) (1) through (2) Omitted – No substantive changes.
- (c) A program ~~which~~ that sets forth a schedule of actions during the planning period, each with a timeline for implementation, ~~which~~ that may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, the utilization of appropriate federal and state financing and subsidy programs when available, and the utilization of moneys in a low- and moderate-income housing fund of an agency if the locality has established a redevelopment project area pursuant to the Community Redevelopment Law (Division 24 (commencing with Section 33000) of the Health and Safety Code). In order to make adequate provision for the housing needs of all economic segments of the community, the program shall do all of the following:
  - (1) Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city’s or county’s share of the regional housing need for each income level

that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing.

- (A) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, rezoning of those sites, including adoption of minimum density and development standards, for jurisdictions with an eight-year housing element planning period pursuant to Section 65588, shall be completed no later than three years after either the date the housing element is adopted pursuant to subdivision (f) of Section 65585 or the date that is 90 days after receipt of comments from the department pursuant to subdivision (b) of Section 65585, whichever is earlier, unless the deadline is extended pursuant to subdivision (f). Notwithstanding the foregoing, for a local government that fails to adopt a housing element within 120 days of the statutory deadline in Section 65588 for adoption of the housing element, rezoning of those sites, including adoption of minimum density and development standards, shall be completed no later than three years and 120 days from the statutory deadline in Section 65588 for adoption of the housing element.
- (B) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, the program shall identify sites that can be developed for housing within the planning period pursuant to subdivision (h) of Section 65583.2. The identification of sites shall include all components specified in Section 65583.2.
- (C) Where the inventory of sites pursuant to paragraph (3) of subdivision (a) does not identify adequate sites to accommodate the need for farmworker housing, the program shall provide for sufficient sites to meet the need with zoning that permits farmworker housing use by right, including density and development standards that could accommodate and facilitate the feasibility of the development of farmworker housing for low- and very low income households.
- (2) Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.
- (3) Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.
- (4) Conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action.
- (5) Promote ~~housing opportunities~~ and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or ~~disability~~. disability, and

other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law.

- (6) Preserve for lower income households the assisted housing developments identified pursuant to paragraph (9) of subdivision (a). The program for preservation of the assisted housing developments shall utilize, to the extent necessary, all available federal, state, and local financing and subsidy programs identified in paragraph (9) of subdivision (a), except where a community has other urgent needs for which alternative funding sources are not available. The program may include strategies that involve local regulation and technical assistance.
- (7) Include an identification of the agencies and officials responsible for the implementation of the various actions and the means by which consistency will be achieved with other general plan elements and community goals.
- (8) Include a diligent effort by the local government to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort.
- (9) (A) Affirmatively further fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2. The program shall include an assessment of fair housing in the jurisdiction that shall include all of the following components:
  - (i) A summary of fair housing issues in the jurisdiction and an assessment of the jurisdiction's fair housing enforcement and fair housing outreach capacity.
  - (ii) An analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within the jurisdiction, including displacement risk.
  - (iii) An assessment of the contributing factors for the fair housing issues identified under clause (ii).
  - (iv) An identification of the jurisdiction's fair housing priorities and goals, giving highest priority to those factors identified in clause (iii) that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance, and identifying the metrics and milestones for determining what fair housing results will be achieved.
  - (v) Strategies and actions to implement those priorities and goals, which may include, but are not limited to, enhancing mobility strategies and encouraging development of new affordable housing in areas of opportunity, as well as place-based strategies to encourage community revitalization, including preservation of existing affordable housing, and protecting existing residents from displacement.
- (B) A jurisdiction that completes or revises an assessment of fair housing pursuant to Subpart A (commencing with Section 5.150) of Part 5 of Subtitle A of Title 24 of the Code of Federal Regulations, as published in Volume 80 of the Federal Register, Number 136, page 42272, dated July 16, 2015, or an analysis of impediments to fair housing choice in accordance with the requirements of

Section 91.225 of Title 24 of the Code of Federal Regulations in effect prior to August 17, 2015, may incorporate relevant portions of that assessment or revised assessment of fair housing or analysis or revised analysis of impediments to fair housing into its housing element.

(C) The requirements of this paragraph shall apply to housing elements due to be revised pursuant to Section 65588 on or after January 1, 2021.

(d) through (f) omitted – No substantive changes.

## **Division 1 of Title 7 of the Government Code, Chapter 3**

### **Government Code Section 65583.2 (Additions and Deletions in Strikeout/Underline)**

**65583.2.** (a) A city's or county's inventory of land suitable for residential development pursuant to paragraph (3) of subdivision (a) of Section 65583 shall be used to identify sites throughout the community, consistent with paragraph (9) of subdivision (c) of Section 65583, that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need for all income levels pursuant to Section 65584. As used in this section, "land suitable for residential development" includes all of the sites that meet the standards set forth in subdivisions (c) and (g):

(1) Vacant sites zoned for residential use.

(2) Vacant sites zoned for nonresidential use that allows residential development.

(3) Residentially zoned sites that are capable of being developed at a higher density, including the airspace above sites owned or leased by a city, county, or city and county.

(4) Sites zoned for nonresidential use that can be redeveloped for residential use, and for which the housing element includes a program to rezone the site, as necessary, rezoned for, to permit residential use, including sites owned or leased by a city, county, or city and county.

(b) Through (l) omitted – No substantive changes.

# AB 686 Housing Element Compliance Checklist

## Part 1 Outreach:

- Does the element describe and incorporate meaningful engagement that represents all segments of the community into the development of the housing element, including goals and actions (e.g., language access, accessibility for persons with disabilities, resident engagement, including low income residents and residents in subsidized housing programs, description of comments and whether incorporated, and outreach to fair housing agencies, legal services and public housing agencies)?

## Part 2 Assessment of Fair Housing:

- Does the element include a summary of fair housing enforcement and capacity in the jurisdiction?
- Does the element include an analysis of these five areas: Fair housing and enforcement capacity? Integration and segregation patterns and trends? Racially or ethnically concentrated areas of poverty? Disparities in access to opportunity? And disproportionate housing needs within the jurisdiction, including displacement risk? Each of these four areas must have its own analysis.

Each analysis on the four fair housing issue areas should include the following:	Fair Housing Enforcement and Capacity	Segregation and Integration	R/ECAP	Access to opportunity	Disp. Housing needs +displacement risk
Patterns and trends – local and regional					
Local data and knowledge					
Other relevant factors					
Conclusions and summary of issues					

### **Part 3 Site Inventory:**

- Did the element identify and evaluate (e.g., maps) the number of units, location and assumed affordability of identified sites throughout the community (i.e., lower, moderate, and above moderate income RHNA) relative to all components of the assessment of fair housing?
- Did the element analyze identified sites related to improving or exacerbating conditions for each of the fair housing areas (integration and segregation, racially and ethnically concentrated areas of poverty, areas of opportunity, disproportionate housing needs, including displacement)?

### **Part 4 Identification of Contributing Factors**

- Did the element identify, evaluate and prioritize the contributing factors to fair housing issues? Did the element prioritize those factors that limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance?

### **Part 5 Goals and Actions**

- Did the element identify goals and actions based on the identified and prioritized contributing factors?
- Do goals and actions address mobility enhancement, new housing choices and affordability in high opportunity areas, place-based strategies for preservation and revitalization, displacement protection, and other program areas?
- Are actions significant, meaningful and sufficient to overcome identified patterns of segregation and affirmatively further fair housing?
- Did the element include metrics and milestones for evaluating progress on programs/actions and fair housing results, including concrete timelines?

# Definitions

## **Affirmatively Furthering Fair Housing**

Meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a public agency’s activities and programs relating to housing and community development.<sup>82</sup>

## **Assessment of Fair Housing (AFH)**

An analysis undertaken pursuant to 24 CFR § 5.154 that includes an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals, and is conducted and submitted to HUD using the Assessment Tool. The AFH may be conducted and submitted by an individual program participant (individual AFH), or may be a single AFH conducted and submitted by two or more program participants (joint AFH), or two or more program participants, where at least two of which are consolidated plan program participants (regional AFH).<sup>83</sup>

## **Community Participation**

As required in 24 CFR § 5.158, means a solicitation of views and recommendations from members of the community and other interested parties, a consideration of the views and recommendations received, and a process for incorporating such views and recommendations into decisions and outcomes. For HUD regulations implementing the Housing and Community Development Act of 1974, the statutory term for “community participation” is “citizen participation.”<sup>84</sup>

## **Contributing Factor**

A factor that creates, contributes to, perpetuates, or increases the severity of one or more fair housing issues. Goals in an AFH are designed to overcome one or more contributing factors and related fair housing issues as provided in 24 CFR § 5.154.<sup>85</sup>

## **Disparities in Access to Opportunity**

Defined by the AFFH Final Rule as “substantial and measurable differences in access to educational, transportation, economic, and other opportunities in a community based on protected class related to housing.”<sup>86</sup>

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82 Gov. Code, § 8899.50, subd. (a)(1).

83 24 C.F.R. §5.152 (2016).

84 *ibid.*

85 *Ibid.*

86 *Ibid.*

## **Disproportionate Housing Needs**

Generally refers to a condition in which there are significant disparities in the proportion of members of a protected class experiencing a category of housing need when compared to the proportion of members of any other relevant groups, or the total population experiencing that category of housing need in the applicable geographic area. For purposes of this definition, categories of housing need are based on such factors as cost burden, severe cost burden, overcrowding, tenure (own vs. rent), homelessness, and substandard housing conditions.

## **Fair Housing Choice**

Under the AFFH Final Rule, fair housing choice means that individuals and families have the information, opportunity, and options to live where they choose without unlawful discrimination and other barriers related to race, color, religion, sex, familial status, national origin, or disability. Fair housing choice encompasses:

- Actual choice, which means the existence of realistic housing options;
- Protected choice, which means housing that can be accessed without discrimination;
- Enabled choice, which means realistic access to sufficient information regarding options so that any choice is informed. For persons with disabilities, fair housing choice and access to opportunity include access to accessible housing and housing in the most integrated setting appropriate to an individual's needs, as required under Federal civil rights law, including disability-related services that an individual needs to live in such housing.

## **Fair Housing Issue**

A condition in a program participants geographic area of analysis that restricts fair housing choice or access to opportunity, and includes such conditions as ongoing local or regional segregation or lack of integration, racially or ethnically concentrated areas of poverty, significant disparities in access to opportunity, disproportionate housing needs, and evidence of discrimination or violations of civil rights law or regulations related to housing.<sup>87</sup>

## **Integration**

A condition within the program participants geographic areas of analysis, as guided by the AFFH Data Viewer, in which there is not a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a type of disability in a particular geographic area when compared to a broader geographic area."<sup>88</sup>

## **Land Value Recapture**

A policy approach by which communities can recover and reinvest land value increases that result from public investment and other government actions, including re-zoning. This can include things such as requiring community benefits from landowners and developers whose land has increased in value due to government actions, public benefit zoning, incentive zoning, density bonuses, housing overlay zoning, tax increment financing, community benefits agreements, special assessment districts, transferable development rights, linkage or impact fees, and others.

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<sup>87</sup> Ibid.

<sup>88</sup> Ibid.

## Meaningful Action

Significant actions that are designed and can be reasonably expected to achieve a material positive change that affirmatively furthers fair housing by, for example, increasing fair housing choice or decreasing disparities in access to opportunity.<sup>89</sup>

## Public Agency

Means all of the following:

- A. The state, including every state office, officer, department, division, bureau, board, and commission, including the California State University.
- B. A city, including a charter city, county, including a charter county, city and county, and a redevelopment successor agency.
- C. A public housing authority created pursuant to the Housing Authorities Law (Chapter 1 (commencing with Section 34200) of Part 2 of Division 24 of the Health and Safety Code).
- D. A public housing agency, as defined in the United States Housing Act of 1937 (codified at 42 U.S.C. Sec. 1437 et seq.), as amended.
- E. Any other political subdivision of the state that is a grantee or subgrantee receiving funds provided by the United States Department of Housing and Urban Development under the Community Development Block Grant program, the Emergency Solutions Grants program, the HOME Investment Partnerships program, or the Housing Opportunities for Persons With AIDS program.<sup>90</sup>

## Segregation

A condition within the program participant's geographic area of analysis....in which there is a high concentration of persons of a particular race, color, religion, sex, familial status, national origin, or having a disability or a type of disability in a particular geographic area when compared to a broader geographic area.<sup>91</sup>

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<sup>89</sup> Ibid.

<sup>90</sup> Gov. Code, § 8899.50, subd. (a)(2).

<sup>91</sup> 24 C.F.R. §5.152 (2016).

## Dissimilarity and Isolation Index Formulas

**Dissimilarity Index:** This index measures the evenness with which two groups (frequently defined on racial or ethnic characteristics) are distributed across the geographic units, such as block groups within a community. The index ranges from 0 to 100, with 0 meaning no segregation and 100 indicating complete segregation between the two groups. The index score can be understood as the percentage of one of the two groups that would need to move to produce an even distribution of racial/ethnic groups within the specified area. An index score above 60 is considered high (i.e.: 60 percent of people would need to move to eliminate segregation), while 30 to 60 is considered moderate, and below 30 is considered low.<sup>92</sup>

The formula for calculating the dissimilarity index, by Census block group, is as follows:

$$D = \frac{1}{2} \times \sum_{i=1}^N \left| \frac{P_{ig}}{P_g} - \frac{P_{ih}}{P_h} \right|$$

- $P_{ig}$  is the population of group g in Census block group i
- $P_{ih}$  is the population of group h in Census block group i
- $P_g$  is the total population of group g in the City
- $P_h$  is the total population of group h in the City

**Isolation Index:** Ranging from 0 to 100, the isolation index represents the percentage of residents of a given race or ethnicity in a block group where the average resident of that group lives, correcting for the fact that this number increases mechanically with that group's share of the overall citywide population. Using Hispanic or Latino residents as an example, an aggregate isolation index of 40 indicates that the average Hispanic or Latino resident lives in a block group where the Hispanic share of the population exceeds the overall citywide average by roughly 40 percent. Isolation index values that equal close to zero indicate that members of that BIPOC group live in relatively integrated neighborhoods.<sup>93 94</sup>

The formula for calculating the isolation index, by Census block group, is as follows:

$$I = \frac{\left[ \left( \sum_i^N \frac{P_{ig}}{P_g} \times \frac{P_{ig}}{P_{it}} \right) - \frac{P_g}{P_t} \right]}{1 - \frac{P_g}{P_t}}$$

- $P_{ig}$  is the population of group g in Census block group i
- $P_{it}$  is the total population in Census block group i
- $P_g$  is the total population of group g in the City
- $P_t$  is the total population in the City

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92 Massey, D.S. and N.A. Denton. (1993). *American Apartheid: Segregation and the Making of the Underclass*. Cambridge, MA: Harvard University Press.

93 HUD. (2013). AFFH Data Documentation. Available at: [http://www.huduser.org/portal/publications/pdf/FR-5173-P-01\\_AFFH\\_data\\_documentation.pdf](http://www.huduser.org/portal/publications/pdf/FR-5173-P-01_AFFH_data_documentation.pdf)

94 Glaeser, E. and Vigdor, J. (2001). *Racial Segregation in the 2000 Census: Promising News*. Washington, DC: The Brookings Institution, Center on Urban and Metropolitan Policy. Available at: <https://www.brookings.edu/wp-content/uploads/2016/06/glaeser.pdf>

Local jurisdictions should use the dissimilarity index and/or isolation index tools as part of the needs assessment to help to understand where there are areas of segregation in the community and highlight needs for housing element policies and programs to help reduce segregation. Dissimilarity index and Isolation index values for census tracts within the jurisdiction can be mapped thematically to highlight areas with high levels of segregation. This will highlight locations within the community where there are needs for housing element policies and programs to promote better racial and ethnic integration and reduce segregation.

## Examples of Contributing Factors to Fair Housing Issues by Area

### Outreach

- Lack of a variety of media (e.g., meetings, surveys, stakeholder interviews)
- Lack of marketing community meetings
- Lack of meetings at various times
- Lack of accessibility to draft documents
- Lack of language access
- Lack of accessible forums (e.g., webcast, effective communication, reasonable accommodation procedures)

### Fair Housing Enforcement and Outreach Capacity

- Lack of local private fair housing outreach and enforcement
- Lack of local public fair housing enforcement
- Lack of resources for fair housing agencies and organizations
- Lack of state or local fair housing laws to support strong enforcement
- Unresolved violations of fair housing or civil rights law (including challenges to protect the constitutional and statutory rights of unhoused people)

### Segregation and Integration

- Community opposition
- Displacement of residents due to economic pressures
- Lack of community revitalization strategies
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of regional cooperation
- Land use and zoning laws
- Lending discrimination
- Location and type of affordable housing
- Occupancy codes and restrictions
- Private discrimination
- Source of income discrimination
- Lack of tenant protections
- Harassment
- Lack of supportive housing in community-based settings
- Policing and criminalization

### **Racially and Ethnically Concentrated Areas of Poverty**

- Community opposition
- Deteriorated and abandoned properties
- Displacement of residents due to economic pressures
- Lack of community revitalization strategies
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of regional cooperation
- Land use and zoning laws
- Location and type of affordable housing
- Occupancy codes and restrictions
- Private discrimination
- Lending discrimination
- Policing and criminalization

### **Disparities in Access to Opportunity**

- Access to financial services
- The availability, type, frequency, and reliability of public transportation
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of regional cooperation
- Land use and zoning laws
- Lending discrimination
- Location of employers
- Location of environmental health hazards
- Location of proficient schools and school assignment policies
- Location and type of affordable housing
- Occupancy codes and restrictions
- Private discrimination
- Policing and criminalization

### **Disparities in Access to Opportunity for Persons with Disabilities**

- Access to proficient schools for persons with disabilities
- Access to publicly supported housing for persons with disabilities
- Access to transportation for persons with disabilities
- Inaccessible government facilities or services
- Inaccessible sidewalks, pedestrian crossings, or other infrastructure
- Lack of affordable in-home or community-based supportive services
- Lack of affordable, accessible housing in range of unit sizes
- Lack of affordable, integrated housing for individuals who need supportive services
- Lack of assistance for housing accessibility modifications
- Lack of assistance for transitioning from institutional settings to integrated housing
- Land use and zoning laws
- Lending discrimination
- Location of accessible housing

- Occupancy codes and restrictions
- Lack of effective accommodations for unhoused people with disabilities
- Regulatory barriers to providing housing and supportive services for persons with disabilities
- State or local laws, policies, or practices that discourage individuals with disabilities from being placed in or living in apartments, family homes, and other integrated settings
- Policing and criminalization (especially people with mental disabilities or neurodivergent individuals)

### **Disproportionate Housing Needs, Including Displacement Risks**

- The availability of affordable units in a range of sizes
- Displacement of residents due to economic pressures
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of renter protections
- Lack of protections for mobilehome park residents
- Land use and zoning laws
- Lending discrimination
- Lack of rental relief programs for people at risk of homelessness

### **Site Inventory**

- Community opposition
- Lack of community revitalization strategies
- Lack of private investments in specific neighborhoods
- Lack of public investments in specific neighborhoods, including services or amenities
- Lack of regional cooperation
- Land use and zoning laws
- Local policies or practices (e.g., councilmember veto)
- Location and type of affordable housing
- Private discrimination

# Sample Contributing Factors & Actions Matrix

Identified Fair Housing Issue	Contributing Factor	Priority (high, medium, low)	Meaningful Action

# Examples of Affirmatively Furthering Fair Housing Actions

**Housing Mobility Strategies** consist of removing barriers to housing in areas of opportunity and strategically enhancing access. Examples include:

- Voucher mobility
- Housing mobility counseling
- City-wide affordable rental registries
- Landlord outreach to expand the location of participating voucher properties
- Landlord education and outreach on source of income discrimination and voucher programs
- Assistance with security deposits and moving expenses for voucher holders and other low-income tenants
- Extend search times for particular groups with housing choice vouchers, such as larger families with children or persons with disabilities
- Regional cooperation and administration of vouchers (such as through portability and shared waiting lists);
- Affirmative marketing can be targeted at promoting equal access to government-assisted housing or to promote housing outside the immediate neighborhood to increase awareness and the diversity of individuals in the neighborhood
- Collaborate with high performing school districts to promote a diversity of students and staff to serve lower income students
- Developing multifamily housing opportunities<sup>95</sup>
- Encouraging the development of four or more units in a building
- Encouraging collaboration between local governments and community land trusts as a mechanism to develop affordable housing in higher-opportunity areas.<sup>96</sup>
- Accessibility programs focus on improving access to housing, transit, public buildings and facilities, sidewalks, pedestrian crossings, and businesses

**New Housing Choices and Affordability in Areas of Opportunity** means promoting housing supply, choices and affordability in areas of high opportunity and outside of areas of concentrated poverty. Examples include:

- Zoning, permit streamlining, fees, incentives and other approaches to increase housing choices and affordability (e.g., duplex, triplex, multifamily, accessory dwelling units, transitional and supportive housing, group homes) in high opportunity areas
- Target housing creation or mixed income strategies (e.g., funding, incentives, policies and programs, density bonuses, land banks, housing trust funds)
- Inclusionary requirements

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<sup>95</sup> The federal FHA includes design and construction requirements for all residential buildings with four or more attached units. In buildings with stairs, all ground floor units must be accessible, and in buildings with elevator access, all units must have minimum access. There is no federally mandated standard for accessibility in single family homes. Government Code section 12955.1, subdivision (b), requires 10 percent of units in multifamily buildings without elevators consisting of 3 or more rental units or 4 or more condominium units are subject to accessibility building standards.

<sup>96</sup> See Community Land Trusts and Stable Affordable Housing, available at <https://www.huduser.gov/portal/pdredge/pdr-edge-featd-article-110419.html>, last visited on March 19, 2021.

- Scattered site affordable development
- Targeted investment and programs, including sweat equity, down payment assistance, new rental construction
- Accessibility modification programs and other measures that proactively enhance accessibility
- Increase accessible number of units above state law through incentives, policies, funding and other similar measures
- Developing waiting lists for persons with disabilities, such as coordination with regional centers for developmental services and targeting those lists to property owners or homeowners making units (e.g., ADUs) available
- Leveraging in-home or community based supportive services
- Develop a campaign to combat local opposition
- Increase number of ADUs allowed per site
- Increasing opportunities for community ownership of housing

**Place-based Strategies to Encourage Community Conservation and Revitalization** Involves approaches that are focused on conserving and improving assets in areas of lower opportunity and concentrated poverty such as targeted investment in neighborhood revitalization, preserving or rehabilitating existing affordable housing, improving infrastructure, schools, employment, parks, transportation and other community amenities. Examples include:

- Targeted investment in areas of most need focused on improving community assets such as schools, recreational facilities and programs, social service programs, parks, streets, active transportation and infrastructure
- Develop a proactive code enforcement program that targets areas of concentrated rehabilitation needs, results in repairs and mitigates potential cost, displacement and relocation impacts on residents
- Dedicate or seek funding to prioritize basic infrastructure improvements (e.g., water, sewer) in disadvantaged communities
- Address negative environmental, neighborhood, housing and health impacts associated with siting and operation of land uses such as industrial, agricultural, waste storage, freeways, energy production, etc. in disadvantaged communities
- Address negative impacts from climate change through investments in adaptation measures such as urban forestry, flood prevention measures, etc. in disadvantaged communities
- Target acquisition and rehabilitation to vacant and blighted properties in neighborhoods of concentrated poverty
- Inter-governmental coordination on areas of high need
- Prioritized capital improvement programs
- Develop new financing
- Recruit residents from areas of concentrated poverty to serve on boards, committees, task forces and other local government decision-making bodies
- Catalyze leadership and future community wide decision-makers, including affirmative recruitment in hiring practices
- Leverage private investment for community revitalization, including philanthropic
- Expand access to community meetings, including addressing language barriers, meeting times

**Protecting Existing Residents from Displacement** comprises strategies that protects residents in areas of lower or moderate opportunity and concentrated poverty and preserves housing choices and affordability. Examples include:

- First right of return to existing residents and policies that include moving expenses
- Multi-lingual tenant legal counseling
- Affirmative marketing strategies or plans targeting nearby neighborhoods, a Disadvantaged Community or a Low-Income Community
- Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified to accommodate the housing needs of lower income households
- Rent stabilization programs beyond what is required by California Civil Code 1946.2
- Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2
- Policies to preserve Single Room Occupancy (SRO) housing or mobilehome parks
- Condominium conversion restrictions
- Land banking programs actively receiving funding
- Community benefit zoning and/or other land value recapture strategy
- Rent review board and/or mediation, foreclosure assistance, or multilingual tenant legal counseling services
- Density bonus ordinances that expand on state replacement requirements
- Implementation of an overlay zone to protect and assist small businesses
- Establishment of a small business advocate office and single point of contact for every small business owner;
- Creation and maintenance of a small business alliance;
- Increased visibility of the jurisdiction's small business assistance programs;
- Formal program to ensure that some fraction of a jurisdiction's purchases of goods and services come from local businesses
- Prioritization of Minority and Women Business Enterprises (MWBE) for public contracting
- Environmental contamination mitigation and hazard mitigation measures such as seismic retrofits, flood adaptation measures, etc. to prevent displacement from disasters
- Eliminating crime-free or nuisance ordinances or programs that result in penalties to landlords and evictions of tenants

# Sample Tables

## Regional Comparisons

### Population by Race/Ethnicity

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
White (Non-Hispanic)						
Hispanic/Latino						
Black or African American						
Native American						
Asian						
Native Hawaiian and Other Pacific Islander						
Other						
Two or More Races						

### Population by Disability Type

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
Total with a Disability						
» Hearing Difficulty						
» Vision Difficulty						
» Cognitive Difficulty						
» Ambulatory Difficulty						
» Self-care Difficulty						
» Independent Living						

Source: XXXXXXXXX

## Housing Units by Type

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
Single Family-Detached						
Single Family-Attached						
2-4 Units						
5+ Units						
Mobilehomes						
Other						

Source: XXXXXXXXXX

## Population by Familial Status

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
Family Households						
» Married-Couple Family Households						
• With Children						
• Without Children						
» Other Family Households						
• With Children						
• Without Children						
Non-family Households						

Source: XXXXXXXXXX

## Households by Income

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
Less than \$10,000						
\$10,000-\$14,999						
\$15,000-\$24,999						
\$25,000-\$34,999						
\$35,000-\$49,999						
\$50,000-\$74,999						
\$75,000-\$99,999						
\$100,000-\$149,999						
\$150,000-\$199,999						
\$200,000 or More						
Median Income						

Source: XXXXXXXXXX

## Households by Overpayment

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
Owner Households (All Low Income Levels 0-80% AMI)						
Paying >30%						
Paying >50%						
Renter Households (All Low Income Levels 0-80% AMI)						
Paying >30%						
Paying >50%						
Owner Households (Extremely Low Income Levels 0-30% AMI)						
Paying >30%						
Paying >50%						
Renter Households (Extremely Low Income Levels 0-30% AMI)						
Paying >30%						
Paying >50%						

Source: XXXXXXXXXX

## Households by Tenure

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
Owner Households						
Renter Households						
Total Households						

Source: XXXXXXXXXX

## Households by Overcrowding

	City		County		Region/State	
	2010	2018	2010	2018	2010	2018
Owner Households						
» 1.01 to 1.50 occupants per room						
» 1.51 to 2.00 occupants per room						
» 2.01 or more occupants per room						
Renter Households						
» 1.01 to 1.50 occupants per room						
» 1.51 to 2.00 occupants per room						
» 2.01 or more occupants per room						
Total Households						

Source: XXXXXXXXXX

# List of Fair Housing Assistance Organizations

Name	Service Area	Address	Phone	Website
California Department of Fair Employment and Housing	California	2218 Kausen Dr. Ste. 100 Elk Grove, CA 95758	916-478-7251	<a href="https://www.dfeh.ca.gov/">https://www.dfeh.ca.gov/</a>
Greater Bakersfield Legal Assistance, Inc.	Kern County, CA	615 California Ave. Bakersfield, CA 93304	661-325-5943	<a href="http://www.gbla.org/">http://www.gbla.org/</a>
Fair Housing Council of Central California	Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Inyo, Kern, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, San Joaquin, San Luis Obispo, Shasta, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba	333 W. Shaw Ave. Ste. 14 Fresno, CA 93704	559-244-2950	<a href="http://www.fhc-cc.org/index.html">http://www.fhc-cc.org/index.html</a>
Mental Health Advocacy Services, Inc.	Los Angeles area	3255 Wilshire Blvd. Ste. 902 Los Angeles, CA 90010	213-389-2077	<a href="http://mhas-la.org/">http://mhas-la.org/</a>
Southern California Housing Rights Center	The City of Los Angeles, Los Angeles County, Antelope Valley, & Ventura County	3255 Wilshire Blvd. 1150 Los Angeles, CA 90010	213-387-8400	<a href="http://www.hrc-la.org/default.asp?id=6">http://www.hrc-la.org/default.asp?id=6</a>
Housing and Economic Rights Advocates	State of California	1814 Franklin St. Ste. 1040 Oakland, CA 94612	510-271-8443	<a href="http://www.heraca.org/">http://www.heraca.org/</a>
Bay Area Legal Aid	San Rafael, Napa, Richmond, Oakland, San Francisco, Redwood City, & San Jose	1735 Telegraph Ave. Oakland, CA 94612	510-663-4755	<a href="https://baylegal.org/">https://baylegal.org/</a>
		1025 Macdonald Ave, Richmond, CA 94801	510-233-9954	
		575 Lincoln Ave., Ste. 210, Napa, CA 94558	707-259-0579	
		1800 Market St., 3rd Floor, San Francisco, CA 94102	415-982-1300	
		1038 El Camino Real, Ste. A, Redwood City, CA 94063	650-358-0745	
		4 N. Second St., Ste. 600, San Jose, CA 95113	408-283-3700	

Name	Service Area	Address	Phone	Website
California Rural Legal Assistance	California	1430 Franklin St., Ste. 103 Oakland, CA 94612	1-800-337-0690	<a href="https://www.crla.org/">https://www.crla.org/</a>
		141 A Street, Suite D. Arvin, CA 93203	661-854-3839	
		1460 6th Street, P.O. Box 35Coachella, CA 92236	760-398-7261	
		601 High St., Ste. C Delano, CA 93215	661-725-4350	
		449 Broadway St. El Centro, CA 92243	760-353-0220	
		3747 E. Shields Ave. Fresno, CA 93726	559-441-8721	
		126 North "B" St. Madera, CA 93638	559-674-5671	
		511 "D" St. Marysville, CA 95901	530-742-5191	
		1020 15th St, Ste. 20, Modesto, CA 95354	209-577-38811	
		338 "A" St. Oxnard, CA 93030	805-486-1068	
		3 Williams Rd. Salinas, CA 93905	831-757-5211	
		175 Santa Rosa St. San Luis Obispo, CA 93405	805-544-7994	
		2050 South Broadway Ste. G Santa Maria, CA 93454	805-922-4564	
		1160 N. Dutton Ave., Ste. 105 Santa Rosa, CA 95401	707-528-9941	
		145 E. Weber Ave. Stockton, CA 95202	209-946-0605	
		640 Civic Ctr. Dr. #108, Vista, CA 92084	760-966-0511	
21 Carr St. Watsonville, CA 95076	831-724-2253			
CSA San Diego County	San Diego County, CA	131 Avocado Ave. El Cajon, CA 92020	619-444-5700	<a href="https://www.c4sa.org/">https://www.c4sa.org/</a>
Eden Council of Hope & Opportunity	Alameda, Contra Costa, and Monterey Counties, and the Cities of Alameda, Antioch, Concord, Hayward, Livermore, Monterey, Oakland, Pleasanton, Richmond, Salinas, San Leandro, Seaside, Union City, and Walnut Creek	770 A Street, Ste. 204, Hayward, CA 94541	510-581-9380	<a href="http://www.echofairhousing.org">www.echofairhousing.org</a>
		301 W. 10th St. Antioch, CA 94509	925-732-3919	
		141 N. Livermore Ave. Livermore, CA 94550	925-583-5992	
		1305 Franklin St. #305 Oakland, CA 94612	510-496-0496	
		570 Pacific St. Monterey, CA 93940	831-566-0824	
		168 W. Alisal St. Salinas, CA 93901	831-566-0824	

Name	Service Area	Address	Phone	Website
Fair Housing Advocates of Northern California	Marin County and Sonoma Counties; cities of Fairfield and Vallejo	1314 Lincoln Ave. Ste. A San Rafael, CA 94901	415-457-5025	<a href="http://www.fairhousingnorcal.org/">http://www.fairhousingnorcal.org/</a>
Fair Housing Council of Orange County	Orange County, CA	1516 Brookhollw Dr., Ste. A Santa Ana, CA 92705	714-569-0823	<a href="https://www.fairhousingoc.org/">https://www.fairhousingoc.org/</a>
Fair Housing Council of Riverside County	Riverside County (all jurisdictions), Moreno Valley, Corona, Temecula, Palm Springs, Palm Desert, Perris, Jurupa Valley, Hemet, Menifee	4164 Brockton Ave. Riverside, CA 92501	951-682-6581	<a href="https://fairhousing.net/">https://fairhousing.net/</a>
		23890 Alessandro Blvd., Suite A1 Moreno Valley, Ca 92553		
		190 W. Amado Rd. Palm Springs, CA 92262		
		650 Main St. Corona, CA 92882		
Fair Housing Council of San Diego	San Diego Region	9845 Erma Rd., Ste. 300 San Diego, CA 92131	619-699-5888	<a href="https://fhcsd.com/">https://fhcsd.com/</a>
Fair Housing Council of the San Fernando Valley	Los Angeles County, primarily in the San Fernando Valley	14621 Titus St., Ste. 100 Panorama City, CA 91402	818-373-1185	<a href="http://www.fhcsfv.com/">http://www.fhcsfv.com/</a>
Fair Housing Foundation	Aliso Viejo, Bellflower, Buena Park, Compton, Costa Mesa, Downey, Fullerton, Garden Grove, Garden, Huntington Beach, Huntington Park, Irvine, La Habra, Long Beach, Lynwood, Mission Viejo, Newport Beach, Norwalk, Orange, Paramount, San Clemente, South Gate, Tustin, Westminster	3605 Long Beach Blvd., Ste 302 Long Beach, CA 90807	(800) 446 - FAIR (3247) Deaf or hard of Hearing TTY (800) 855-7100	<a href="https://fhfca.org/">https://fhfca.org/</a>
		2300 E Katella Ave., Ste 405 Anaheim, CA 92806		
Fair housing Napa Valley	Napa County, CA	1804 Soscol Avenue, Ste. 203, Napa, CA 94559	707-224-9720	<a href="https://napafairhousing.org/">https://napafairhousing.org/</a>
Fair Housing of Sonoma County at Petaluma	Petaluma	1500 Petaluma Blvd., South Ste A Petaluma, CA 94952	707-765-8488	<a href="https://petalumapeople.org/housing/">https://petalumapeople.org/housing/</a>

Name	Service Area	Address	Phone	Website
Housing Equity Law Project	Northern California	180 S. Spruce Ave., Ste. 250 San Francisco, CA 94080	415-434-9400	<a href="http://www.housingequality.org/">http://www.housingequality.org/</a>
Housing Rights Center	Los Angeles County, Antelope Valley, & Ventura County	3255 Wilshire Blvd. 1150 Los Angeles, CA 90010	213-387-8400	<a href="https://www.housingrightscenter.org/">https://www.housingrightscenter.org/</a>
		6320 Van Nuys Blvd., Ste. 311 Van Nuys, CA 91402		
		Jackie Robinson Center 1020 N. Fair Oaks Ave. Pasadena, CA 91103		
		1015 N. Lake Ave., Ste. 100 Pasadena, CA 91104		
Inland Fair Housing and Mediation Board	San Bernardino, Riverside, and Imperial Counties	1500 S. Haven Ave., Ste. 100 Ontario, CA 91761	800-321-0911	<a href="https://www.ifhmb.com/">https://www.ifhmb.com/</a>
		225 W. Hospitality Ln., Ste. #207 San Bernardino, CA 92408		
		15248 Civic Dr., Ste. #225 Victorville, CA 92392		
		82921 Indo Blvd. Indio, CA 92201		
		444 S. 8th St., Ste. #C-1A El Centro, CA 92243		
Legal Aid Society of San Diego	San Diego County, CA	110 S. Euclid Ave. San Diego, CA 92114	1-844-449-3500	<a href="https://www.lasds.org/">https://www.lasds.org/</a>
		1764 San Diego Ave., Ste. 100 San Diego, CA 92110		
		216 S. Tremont St. Oceanside, CA 92054		
Project Sentinel	Northern California	1490 El Camino Real, Santa Clara, CA 95050	408-470-3739	<a href="https://www.housing.org/">https://www.housing.org/</a>

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California State Legislature. September 30, 2018 Bill text for California's Affirmatively Furthering Fair Housing law. HCD AB 686 Summary of Requirements in Housing Element Law Memorandum (April 2020)

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National Housing Law Project. 2019. 2 pp.

Summarizes Assembly Bill 686, California's Affirmatively Furthering Fair Housing Law.

### [Affirmatively Furthering Fair Housing Final Rule \(PDF\)](#)

Federal Register. 2015. 101 pp.

### [AFFH Rule Guidebook \(PDF\)](#)

U.S. Dept of Housing and Urban Development (HUD). 2015. 222 pp.

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Executive Summary. June 2020. 10 pp.

### [California Department of Housing and Community Development Final 2020 Analysis of Impediments to Fair Housing Choice – Final AI 425 Chapter 13: Impediments to Fair Housing Choice \(PDF\)](#)

June 2020. 9 pp.

### [Furthering Fair Housing](#)

National Fair Housing Alliance

Summarizes the Obama administration's AFFH Rule and provides update on the rule change.

### [Furthering Fair Housing](#)

Massachusetts Institute of Technology, Department of Urban Studies and Planning. This website provides a clearinghouse of assessments of fair housing completed during the implementation of the HUD AFFH Rule, sample goals, and articles detailing research on implementation of the HUD AFFH Rule and related topics.

### [Policy Objective: Affirmatively Furthering Fair Housing](#)

Local Housing Solutions.

This web article provides suggestions for improving access to opportunity through place-based strategies, mobility strategies (including inclusionary zoning), and specific policies detailed in a housing policy toolkit.

### [National Housing Law Project \(NHLP\)](#)

These resources provide context regarding the Obama administration's implementation of the 2015 federal AFFH rule.

- [AFFH Implementation: An Update for Advocates \(PDF\) 2016.](#)
- [AFFH Glossary \(PDF\) 2016.](#)
- [Assessment of Fair Housing Advocate Participation Checklist \(PDF\) 2016.](#)

### **Assessment of Fair Housing Plan (PDF)**

City of Los Angeles & The Housing Authority of the City of Los Angeles.

Prepared by Enterprise Community Partners and the Lawyers Committee. Nov. 6, 2017. 434 pp.

### **NLIHC: Assessment Tools**

National Low-Income Housing Coalition.

NLIHC makes available assessment tools from the Obama administration's AFFH rule. Included are Assessment Tools for Localities and PHAs as well as a Proposed Assessment Tool for States.

### **PRRAC: Affirmatively Furthering Fair Housing**

Poverty & Race Research Action Council (PRRAC) provides multiple samples and tools for conducting an Analysis of Impediments/Assessment to Fair Housing Choice. Also includes background information on AFFH plus comment letters and news stories regarding the termination of the rule.

### **Preserving Community and Neighborhood Choice (PDF)**

HUD. 2020. 57 pp.

This presents HUD's new rule, which replaces the 2015 Affirmatively Furthering Fair Housing rule, terminated by HUD in 2020.

## **Federal Guidance**

### **Joint Statement of HUD and DOJ on State and Local Land Use Laws and Practices and the Application of the Fair Housing Act (PDF)**

U.S. Dept. of Justice (DOJ). November 10, 2016. 20pp.

### **Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions (PDF)**

HUD. April 4, 2016. 10 pp.

### **Joint Statement of HUD and DOJ on Reasonable Accommodations Under the Fair Housing Act (PDF)**

HUD. May 17, 2004. 15 pp.

### **Fair Housing Enforcement – Occupancy Standards; Notice of Statement of Policy (PDF)**

Federal Register. December 22, 1998. 7 pp.

### **Office of General Counsel Guidance on Fair Housing Act Protections for Persons with Limited English Proficiency (PDF)**

HUD. September 15, 2016. 9 pp.

The guidance clarifies that discrimination against people in housing transactions based on the language they speak can be considered discrimination under the Fair Housing Act.

### **Equal Access in Accordance with an Individual’s Gender Identity in Community Planning and Development Programs; Final Rule**

Federal Register. September 21, 2016.

### **Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; Final Rule**

Federal Register. February 3, 2012.

### **Olmstead: Community Integration for Everyone**

DOJ, Civil Rights Division. Information and Technical Assistance on the Americans with Disabilities Act

This is an overview of the 1999 Supreme Court decision regarding Title II of the Americans with Disabilities Act. The decision requires states to place qualified people with mental disabilities in community settings rather than institutional ones.

### **Joint Statement of HUD and DOJ on Reasonable Modifications Under the Fair Housing Act (PDF)**

HUD. March 5, 2008. 18 pp.

### **Joint Letter to Local Colleagues (PDF)**

U.S. Departments of Education; Transportation; and Housing and Urban Development. June 3, 2016. 3 pp.

This joint letter calls on “local education, transportation, and housing leaders to work together on issues at the intersection of our respective missions in helping to guarantee full access to opportunity across the country.” It lays out the original vision of the AFFH rule as being one of coordination among agencies that provide access to opportunity.

## **Data & Maps**

### **CalEnviroScreen**

California Office of Environmental Health Hazard Assessment.

This mapping tool helps identify California communities that are most affected by several sources of pollution.

### **California Health Interview Survey**

University of California, Los Angeles, Center for Health Policy Research.

“The California Health Interview Survey (CHIS) is the nation’s largest state health survey and a critical source of data on Californians as well as on the state’s various racial and ethnic groups.”

### **California Healthy Places Index**

This site maps by zip code the following conditions: economic, education, housing, healthcare access, neighborhood, and clean environment.

## **California Neighborhood Change Maps**

Urban Displacement Project. Text, data, and color-coded maps.

- [Mapping Displacement, Gentrification, and Exclusion in the San Francisco Bay Area](#) Updated in 2018.
- [Mapping Neighborhood Change in Southern California: Los Angeles, Orange, and San Diego Counties](#) Updated in 2020 with new layers reflecting COVID-19 vulnerabilities.

## **Data and Tools for Fair Housing Planning**

Urban Institute. July 2020.

Provides downloadable files of Affirmatively Furthering Fair Housing data and guidelines pertaining to the 2015 rule, thus offering assistance for states still pursuing these goals.

## **Mapping Inequality: Redlining in New Deal America**

University of Richmond Digital Scholarship Lab.

Provides historic Home Owners Loan Corporation (HOLC) maps that were color coded to reflect the mortgage security potential of various neighborhoods. These maps and their coding provided a tool for redlining that made it difficult or impossible for people in certain areas to access mortgage financing to become homeowners. The maps “allow and encourage you to grapple with this history of government policies contributing to inequality.”

## **National Equity Atlas**

“America's most detailed report card on racial and economic equity. We equip movement leaders and policymakers with actionable data and strategies to advance racial equity and shared prosperity.”

## **Opportunity Insights: The Economic Tracker**

Harvard University.

Data, research, and policy recommendations. “Our mission is to identify barriers to economic opportunity and develop scalable solutions that will empower people throughout the United States to rise out of poverty and achieve better life outcomes.” This data is currently focused on the economic impacts of the COVID-19 pandemic.

## **TCAC/HCD Opportunity Maps - California**

HCD, Treasurer of the State of California | California Tax Credit Allocation Committee, and The Institute of Othing and Belonging, U.C. Berkeley.

## **PolicyMap**

PolicyLink. 2017.

Uses 2010 Census to map a variety of measurements, including demographics, income, and housing.

## **Race Counts**

Race Counts measures the overall performance, amount of racial disparity, and impact by population size of counties and cities in California.

## **Urban Displacement Project**

Articles, reports, and policy briefs; gentrification and displacement maps of several metropolitan areas; UCLA and UC Berkeley case studies of Los Angeles and San Francisco Bay Area neighborhoods.

## **Using Data to Assess Fair Housing and Improve Access to Opportunity: A Guidebook for Community Organizations (PDF)**

L. Hendey & M. Cohen. Urban Institute. 2017. 64 pp.

## **Videos**

### **Affirmatively Furthering Fair Housing in California: Prioritizing Fair Housing Goals in Planning for the State's Housing Needs**

(Opens to page with embedded recording of Webinar. Run time: 1 hour 27 min.)

Turner Center for Housing Innovation, U.C. Berkeley. 2020.

Webinar panel discussion featuring Gillian Adams, Arthur Gales, and Annelise Osterberg, moderated by Turner Center Managing Director Ben Metcalf, with opening remarks by HCD's Director, Gustavo Velasquez.

### **Segregated by Design**

M. Lopez, Director. Silkwood Studios. 2019. Run time: 17 min. 42 sec.

This animated video, narrated by Richard Rothstein, "examines the forgotten history of how our federal, state and local governments unconstitutionally segregated every major metropolitan area in America through law and policy."

## **Books**

### **The Color of Law: A Forgotten History of How Our Government Segregated America**

R. Rothstein. New York: Liveright Publishing Corp., 2017. 345 pp.

Examines the historical segregation of housing due to governmental policies and real estate and mortgage industry practices. Analyzes the impact this has on neighborhoods today regarding environmental justice and access to quality schools, public transportation, jobs, parks, and other opportunities.

### **The One-way Street of Integration: Fair Housing and the Pursuit of Racial Justice in American Cities.**

E.G. Goetz. Ithaca, NY: Cornell University Press, 2018. 228 pp.

From the bookseller's website: "Goetz traces the tensions involved in housing integration and policy to show why he doesn't see the solution to racial injustice as the government moving poor and nonwhite people out of their communities."

### **Race for Profit: How Banks and the Real Estate Industry Undermined Black Homeownership**

Keeanga-Yamahtta Taylor. Chapel Hill: University of North Carolina Press, 2019. 368 pp.

From the publisher's website: "Race for Profit uncovers how exploitative real estate practices continued well after housing discrimination was banned. The same racist structures and individuals remained intact after redlining's end, and close relationships between regulators and the industry created incentives to ignore improprieties."

## **Segregation by Design: Local Politics and Inequality in American Cities**

J. Trounstein. Cambridge: Cambridge University Press, 2018. 277 pp.

From the publisher's website: "Segregation by Design draws on more than 100 years of quantitative and qualitative data from thousands of American cities to explore how local governments generate race and class segregation."

## **Research Articles & Reports**

### **Affirmatively Furthering Fair Housing: A Reckoning with Government-Sponsored Segregation in the 21st Century**

(Links to page with free PDF download.)

S. Menendian. National Civic Review 106(3): 20-27. 2017.

### **Affirmatively Furthering Fair Housing for People with Disabilities: Recommendations and Best Practices for Municipalities (PDF)**

A. Ballard. Access Living of Metropolitan Chicago. n.d.

This 18-slide presentation defines barriers to housing for people with disabilities and provides solutions.

### **"Affirmatively Further Fair Housing: California's Response to a Changing Federal Landscape"**

R. Williams. Journal of Affordable Housing & Community Development Law 28(3): 387-396. 2019.

### **America's Formerly Redlined Neighborhoods Have Changed, and So Must Solutions to Rectify Them**

(Links to page with button for free PDF download.)

A.M. Perry & D. Harshbarger. Brookings. 2019. 20 pp.

The population currently living in what were once HOLC "redlined" neighborhoods is majority-BI-POC but not majority-Black, and, contrary to conventional perceptions, Black residents also do not form a plurality in these areas overall.

### **Antisubordination Planning**

(Links to page with full-text download.)

J. Steil. Journal of Planning Education and Research. 2018.

### **"Beyond People Versus Place: A Place-Conscious Framework for Investing in Housing and Neighborhoods"**

M.A. Turner. Housing Policy Debate 27(2), 306-314. 2017.

This paper offers five principles for ongoing experimentation and knowledge building: (a) develop citywide strategies that promote both inclusion and redevelopment; (b) anticipate and plan for residential mobility and neighborhood change; (c) connect residents of poor neighborhoods to city and regional opportunities; (d) capitalize on the coming rental housing boom; and (e) use data for continuous learning and accountability.

### **Building a National Narrative of Anti-Displacement Strategies: Key Takeaways From SPARC-CC Regions**

Cash, Anna, et al. Urban Displacement Project. University of California, Berkeley.

This article reviews recent gentrification and displacement literature, outlines the need for a broader neighborhood change narrative that acknowledges the role of cultural and political displacement as well as neighborhood decline in perpetuating diverse impacts in vulnerable communities. The article presents cross-site themes that emerged during site visits in dialogue with recent literature and policy initiatives focused on investment and disinvestment driven displacement, race and displacement, access to resources in communities receiving displaced residents, and the impact of climate change on neighborhoods. Finally, the article draws upon lessons from the sites to offer a national narrative of anti-displacement approaches for action across local, regional, state, and national levels.

### **Creating Moves to Opportunity: Experimental Evidence on Barriers to Neighborhood Choice (PDF)**

P. Bergman, R. Chetty, S. DeLuca, N. Hendren, L. F. Katz, & C. Palmer. 2020. 97 pp.

The authors conclude that redesigning affordable housing policies to provide customized assistance in a housing search could reduce residential segregation and increase upward mobility substantially.

### **Developing Opportunity: Innovative Models for Strategic Housing Acquisition (PDF)**

P. Kye, M. Mouton & M. Haberle. Poverty & Race Research Action Council. 2018. 26 pp.

New initiatives provide pathways to mobility and create affordable housing by acquiring existing market-rate housing in areas of high opportunity. Authors detail programs and provide examples from Baltimore, Dallas, Chicago, and King County, Washington.

### **Disparate Impact and an Antisubordination Approach to Civil Rights and Urban Policy (PDF)**

J. Steil. Poverty & Race 28(2). 2019.

### **The Effects of the 1930s HOLC "Redlining" Maps**

D. Aaronson, D. Hartley & B. Mazumder. Federal Reserve Bank of Chicago. 2020. 100 pp.

This working paper, begun in 2017 and revised in 2020, examines "the effects of the 1930s-era HOLC 'redlining' maps on the long-run trajectories of neighborhoods."

### **Fair Housing in Jeopardy: Trump Administration Undermines Critical Tools for Achieving Racial Equity (PDF)**

National Fair Housing Alliance. 2020. 87 pp.

Annual Fair Housing Trends report.

### **Forced Relocation and Residential Instability Among Urban Renters.**

Desmond, M., Gershenson, C., & B. Kiviat. Social Science Review 89(2). 237-262. 2015.

From the abstract: This article reveals mechanisms of residential mobility among low-income renters, identifies previously undocumented consequences of forced displacement, and develops a more comprehensive model of residential instability and urban inequality.

### **[The Geography of Inequality: How Land Use Regulation Produces Segregation \(PDF\)](#)**

J. Trounstein. American Political Science Review 114(2): 443-455. 2020.

From the abstract: "I provide evidence that more stringent land use regulations are supported by whiter communities and that they preserve racial homogeneity."

### **[Home Equity: A Vision of Housing Security, Health and Opportunity \(PDF\)](#)**

Colorado Health Institute. 2019. 56 pp.

This paper explores the interdependence of health outcomes; healthful, quality housing; and access to better schools, jobs, and other opportunities. It offers multiple strategies for change.

### **[HUD's Affirmatively Furthering Fair Housing Rule: A Contribution and Challenge to Equity Planning for Mixed Income Communities \(PDF\)](#)**

K.M. O'Regan & K. Zimmerman. Case Western Reserve University. 2020. 23 pp.

From the abstract: "This essay explains the framework and theory behind the rule, and how a rule aimed at overcoming racial segregation can support the creation and preservation of mixed-income communities. ...We conclude with a discussion of implications for action (or at least attention) with respect to the rule, particularly with respect to mixed-income strategies."

### **[Making Every Neighborhood a Place of Opportunity: 2018 Fair Housing Trends Report \(PDF\)](#)**

Shanti Abdein et al. National Fair Housing Alliance. 2018. 100 pp.

From the abstract: "If everyone had access to affordable housing, fair credit, a good school, healthy food, a decent job, green space, and quality health care, how would our nation and our economy look then? How do we ensure that future generations of all backgrounds live in neighborhoods rich with opportunity? Fair housing."

### **[Neighborhoods for All: Expanding Housing Opportunity in Seattle's Single-Family Zones \(PDF\)](#)**

City of Seattle, Planning Commission. 2018. 52 pp.

This white paper presents Seattle's strategies for increasing access to affordable housing, transportation, and jobs for those living outside of the urban core.

### **[A Place-Conscious Approach Can Strengthen Integrated Strategies in Poor Neighborhoods](#)**

M.A. Turner. Brookings. 2015. 7 pp.

This short article is the forerunner of Turner's Housing Policy Debate piece, above.

### **[Place and Opportunity: Using Federal Fair Housing Data to Examine Opportunity across US Regions and Populations \(PDF\)](#)**

R. Gourevitch, S. Greene, and R. Pendall. Urban Institute. 2018. 24 pp.

This research brief highlights new connections between place and access to opportunity across regions and populations. The authors analyze data on neighborhood-level exposure to opportunity that the U.S. Department of Housing and Urban Development originally released in 2015 to help local communities reduce segregation and comply with the Fair Housing Act.

### **[Pricing Roads, Advancing Equity \(PDF\)](#)**

TransForm. 2019. 64 pp.

Fair housing and access to opportunity are advanced when efficient, affordable transportation is available.

### **Promoting Opportunity through Equitable Transit-Oriented Development (eTOD): Navigating Federal Transportation Policy (PDF)**

A. Abu-Khalaf. Enterprise Community Partners. 2018. 28 pp.

This report provides stakeholders involved in achieving eTOD guidance on understanding and benefitting from federal transportation policies and programs.

### **Promoting Opportunity through Equitable Transit-Oriented Development (eTOD): Barriers to Success and Best Practices for Implementation**

(Links to page where full-text article is available via the Open Resource button.)

M. Spotts. Enterprise Community Partners. 2015. 74 pp.

This report demonstrates that numerous barriers inhibit low- and moderate-income families' ability to find housing in communities with access to robust, multi-modal transportation options. The report also makes recommendations for overcoming those barriers and highlights numerous best practices from regions across the U.S.

### **Promoting Opportunity through Equitable Transit-Oriented Development (eTOD): Making the Case**

(Links to page where full-text article is available via the Open Resource button.)

J. Hersey & M. Spotts. Enterprise Community Partners. 2015. 21 pp.

Equitable transit-oriented development (eTOD) is one tool to ensure that high-opportunity neighborhoods are inclusive despite the property value increases that often result from such investments.

### **Racial Disparities in Home Appreciation: Implications of the Racially Segmented Housing Market for African Americans' Equity Building and the Enforcement of Fair Housing Policies**

M. Zonta. Center for American Progress. 2019. 39 pp.

"Segregation and racial disparities in home appreciation put African Americans at a disadvantage in their ability to build equity and accumulate wealth."

### **Removing Barriers to Accessing High-Productivity Places (PDF)**

D. Shoag. The Hamilton Project: Policy Proposal 2019-02. 2019. 30 pp.

Workers without a college education are moving away from the places that offer them the highest wages and their children the best later-life outcomes. The author offers strategies that policymakers at various levels of government can use to combat this relatively new problem, including case studies of cities that have successfully expanded access at the local level.

### **Segregation and Neighborhood Health**

J. Richardson et al. NCRC. 2020. 50 pp.

"This report examined [historically] redlined areas and how they are associated with adverse public health outcomes for a range of diseases and conditions that make people particularly susceptible to the worst effects of COVID-19."

### **Supply Skepticism: Housing Supply and Affordability**

Been, V., Ingrid, E., & K. O'Regan. Housing Policy Debate 29(1), 25-40. 2019.

From the abstract: "Growing numbers of affordable housing advocates and community members are questioning the premise that increasing the supply of market-rate housing will result in housing that is more affordable. This article is meant to bridge the divide, addressing each of the key arguments supply skeptics make and reviewing what research has shown about housing supply and its effect on affordability."

### **"Survival of the Fairest: Examining HUD Reviews of Assessments of Fair Housing"**

J.P. Steil & N. Kelly. Housing Policy Debate 29(5), 736-751. 2019.

From the abstract: "Our analysis shows that HUD engaged in detailed reviews of municipalities' Assessments of Fair Housing and provided constructive feedback. The most common issues with which municipalities struggled were setting realistic goals that would actually advance fair housing and creating measurable metrics and milestones to gauge progress."

### **What Would It Take to Ensure Quality, Affordable Housing for All in Communities of Opportunity? (PDF)**

M.A. Turner, S. Greene, C. P. Scally, K. Reynolds & J. Choi. Urban Institute. 2019. 40 pp.

If everyone could afford quality housing, and every neighborhood offered a diversity of housing options, people up and down the income ladder could enjoy housing security and build wealth through homeownership. Achieving this calls for bold action at all levels of government and in the private and nonprofit sectors.





Housing & Community Development  
2020 W. El Camino Avenue | Sacramento, CA 95833

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State Housing and Community Development Department | **Housing Policy Division**





## Agenda Report

22-507

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### **SUBJECT**

Proclamation of Earth Day/Arbor Day

#### **COUNCIL PILLAR**

Promote Sustainability and Environmental Protection

#### **BACKGROUND**

The Arbor Day Foundation is a nonprofit conservation and education organization with a mission to inspire people to plant, celebrate and nurture trees. It was founded in 1972 to celebrate the 100th anniversary of the first Arbor Day. Through its Tree City USA program, 3,600 cities and towns are honored as Tree City USA communities for their commitment to planting and nurturing trees. For those communities that demonstrate higher levels of tree care and environmental stewardship, the Growth Award was created. This award recognizes innovative programs and projects as well as increased commitment of resources for urban forestry.

#### **DISCUSSION**

Each year on Earth Day and Arbor Day, people across the country demonstrate support for environmental protection and reflect on the important role that trees play in our world. Trees help clean our air, reduce the effects of climate change, provide habitat for wildlife, and help save energy. Towns and cities that have received their Tree City USA recognition take pride in this distinction and the people who live there enjoy the valuable benefits of having a greener, healthier community. Since the inception of the Municipal Tree Program in 1960, Santa Clara has maintained a commitment to manage, expand, and preserve trees in our urban forest. 2022 marks the 35th year that the City of Santa Clara has been designated a Tree City USA community! In addition, through various annual activities aimed at supporting our sustainable municipal forestry program, Santa Clara has received the Growth Award 21 times.

This April marks the 52nd annual Earth Day and 150th anniversary of Arbor Day. Throughout the month of April, the City has a variety of virtual events, workshops and youth activities aimed at increasing environmental awareness efforts and celebrating our earth and our community's commitment to protecting it. Residents can participate in the virtual Earth Day and Arbor Day activities by visiting [SantaClaraCA.gov/EarthAndArborDay](https://www.santaclaraca.gov/EarthAndArborDay). [.<https://www.santaclaraca.gov/recreation-community/events/seasonal-events/arbor-day-earth-day-celebration>](https://www.santaclaraca.gov/recreation-community/events/seasonal-events/arbor-day-earth-day-celebration)

In honor of Earth Day and Arbor Day, the Mayor has signed a City Proclamation, proclaiming April 28, 2022, as Earth Day/Arbor Day in Santa Clara.

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

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager



# City of Santa Clara

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## Agenda Report

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**22-450**

**Agenda Date: 4/19/2022**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Action on February 1, 2022 City Council Special Meeting Minutes

#### **COUNCIL PILLAR**

Enhance Community Engagement and Promote Transparency

#### **RECOMMENDATION**

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



# City of Santa Clara

## Meeting Minutes

### City Council Special Meeting

02/01/2022

4:00 PM

Virtual Meeting

Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 22-9042, the City Council meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:
  - o <https://santaclaraca.zoom.us/j/99706759306>
  - Meeting ID: 997-0675-9306 or
  - o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

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

**NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the Santa Clara City Council to commence and convene on February 1, 2022 at 4:00 p.m. for a Special Meeting to be held virtually, to consider the following matter(s) and to potentially take action with respect to them.**

#### **4:00 PM CLOSED SESSION**

#### **Call to Order**

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

**Pledge of Allegiance and Statement of Values**

**Council** recited the Pledge of Allegiance.

**Councilmember Chahal** recited the Statement of Values.

**Assistant City Clerk Pimentel** recited the Statement of Behavioral Standards.

**Roll Call**

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

**Public Comment**

**None.**

- 1.A**     [22-200](#)     Conference with Legal Counsel-Existing Litigation (CC)  
Pursuant to Gov. Code § 54956.9(d)(1)  
Forty Niners SC Stadium Company LLC v. City of Santa Clara  
Santa Clara County Superior Court Case No. 18CV326430
- 1.B**     [22-196](#)     Conference with Labor Negotiators (CC)  
Pursuant to Gov. Code § 54957.6  
City representative: Deanna J. Santana, City Manager (or designee)  
Employee Organization(s):  
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171  
Unit #2-Santa Clara Police Officer's Association  
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)  
Unit #4-City of Santa Clara Professional Engineers  
Units #5, 7 & 8-City of Santa Clara Employees Association  
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)  
Unit #9-Miscellaneous Unclassified Management Employees  
Unit #9A-Unclassified Police Management Employees  
Unit #9B-Unclassified Fire Management Employees  
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)

**Convene to Closed Session**

**Council** convened to Closed Session at 4:07 PM and reconvened to Open Session at 6:11 PM.

**REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS**

**Chief Assistant City Attorney Reuter** reported that there was no reportable action from Closed Session.

**PUBLIC PRESENTATIONS**

None.

**CONSENT ITEMS PULLED FOR DISCUSSION****REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

**Councilmember Becker** reported that himself along with **Chief Assistant City Attorney Reuter** and **Councilmember Hardy** had met with resident Travis Flora on December 21, 2021 at 6:00 PM and will be discussing some of the issues at the Council Priority Setting Session.

**ADJOURNMENT**

**Mayor Gillmor** wished everyone a Happy Chinese Lunar New Year.

The meeting was adjourned at 6:14 PM.

**A motion was made by Councilmember Becker, seconded by Vice Mayor Jain, to adjourn the meeting.**

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

**The next regular scheduled meeting is on Tuesday, February 8, 2022.**

## MEETING DISCLOSURES

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

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

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

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

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

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

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

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

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



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

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22-17

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### RECOMMENDATION

Note and file the Minutes of:

Cultural Commission - March 7, 2022

Board of Library Trustees - March 7, 2022

Youth Commission - March 8, 2022



# City of Santa Clara

## Meeting Minutes

### Cultural Commission

03/07/2022

7:00 PM

Virtual Meeting

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

Via Zoom:

<https://santaclaraca.zoom.us/j/98272283531>

Webinar ID: 982 7228 3531

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

#### **CALL TO ORDER AND ROLL CALL**

**The meeting was called to order by chair von Huene at 7:03 p.m.**

**Present** 7 - Commissioner Siddarth Sundaram, Commissioner Louis Samara, Chair Debra von Huene, Vice Chair Candida Diaz, Commissioner Jonathan Marinaro, Commissioner Paul McNamara, and Commissioner Jennifer Vega

**Commissioner Samara** joined the meeting at 7:04 p.m.

#### **CONSENT CALENDAR**

1. [22-319](#) Cultural Commission Regular Meeting Minutes of February 7, 2022

**Recommendation:** Approve the Cultural Commission Regular Meeting Minutes of February 7, 2022

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

**Aye:** 6 - Commissioner Sundaram, Commissioner Samara, Chair von Huene, Vice Chair Diaz, Commissioner Marinaro, and Commissioner Vega

**Absent:** 1 - Commissioner McNamara

**PUBLIC PRESENTATIONS**

Nancy Biagini, Chair of the Planning Commission and member of the public, stated the Cultural Commission does a terrific job.

**GENERAL BUSINESS**

**Commissioner McNamara** joined the meeting at 7:10 p.m.

2. [22-125](#) Update on the Inclusion of a Potential Art Center in a Development Proposal within the Patrick Henry Drive Specific Plan Area

**Recommendation:** No action, other than to note and file the report.

**Recreation Manager, Kim Castro** provided an update on the Potential Public Art Center. The facility would host classrooms, studios and galleries as a programmable space. She wanted the Commission to be aware of this project. No action is required of the commission.

3. [22-320](#) Discussion of Cultural Commission Work Plan Goals and Activities for FY 2021/22 and FY 2022/23

**Recommendation:** Provide updates to Cultural Commission Work Plan goals and activities for FY 2021/22 and FY 2022/23.

Commissioners reported the following updates to the Work Plan goals and activities. The Work Plan is updated to reflect the reports on each goal:

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

The line up has been established for the Summer Concerts:

July 22 at Live Oak Park-The Hitmen

July 29 at Central Park-Band to be determined

Aug. 12 at Central Park-The Megatonnes

Oct. 7 at Central Park-Latin Heat

Aug. 5 Street Dance at Franklin Mall-Pop Fiction

The Spring/Summer Camp Activity Guide features a Special Events page which features the Summer Concert and Street Dance promotion. This publication will be mailed to all residents and is available online.

Events will be advertised on Social Media including: facebook, instagram, nextdoor and twitter.

Mission College emailed **Chair von Huene** and they discussed early Sept. for an event and the Cultural Commission would assist with possible PR, permits and band selection. Additional information to follow next month. May want to consider next year to add funds for this purpose.

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

Surviving Covid-Agreements are waiting to need to be signed by the City Attorney and then once returned to the artists, the artwork would be displayed virtually and voting would occur online. Entries include: Painting, sculptures, rap, poetry, interpretive dance and more.

The Cultural commission received an email from Laura Kingsley who has a potential art installation on the Santa Clara University Campus in the Art and Art History Building. **Chair von Huene** will meet with Laura about her needs with the project unveiling. She will report back next month.

Call for artists for Utility Box Art Project was scheduled for April 4. More information to follow.

**Goal 3-**Raise visibility of commemorative months.

**Chair von Huene** thanked **Commissioner Vega** for posting the coloring book on March 1.

**Commissioner Marinaro** and **Commissioner Vega** will meet with groups regarding possible partnerships.

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

**Recreation Manager Castro** will provide the new Google account and password to all commissioners.

**Commissioner Vega** wants to change the Commemorative months to Events so the plan includes all events. Wants to add procedures to the objectives in May.

**Commissioners McNamara** and **Marinaro** want to meet with Recreation Manager Castro to get a list of marketing tools. **Commissioner McNamara** apologized for being late to the meeting, as the link was not working correctly.

**Chair von Huene** reported she would like to get on the agenda for a City Council meeting in May or June to highlight the upcoming concerts for a special presentation.

**Goal 5-**Prepare for Citywide Arts Master Plan Process.

The Master Plan is on hold. A new President from Santa Clara University has been appointed. **Chair von Huene** is unsure if there will be a partnership established by August.

Name badges and shirts will be ordered for all commissioners.

## **STAFF REPORT**

**Recreation Manager Castro** mentioned the Spring/Summer Camp activity Guide and March newsletter is out. The Department is following the new mask and school district guidelines and addressing budgetary adjustments.

**COMMISSIONERS REPORT**

**Commissioner Samara** is attending a wedding in Vermont in July. He mentioned the Triton is hosting a tequila tasting March 11 from 6-8 p.m. Cost is \$70 for members and \$80 for the public.

**Commissioner Marinaro** attended "Carmen" at Opera San Jose. He stated he thoroughly enjoyed it. He stated Carmen ended but West Side Story is scheduled for April 16-May 1. He has season tickets.

**Commissioner McNamara** has been watching Shakespeare plays online. This summer there will be plays to see in person. He mentioned in New York Times-a close read. Very cool software. Interesting artwork. He was asking if the city was doing anything to honor Ukraine.

**ADJOURNMENT**

**A motion was made by Commissioner McNamara, seconded by Commissioner Marinaro that the meeting be adjourned at 7:59 p.m.**

**Aye:** 7 - Commissioner Sundaram, Commissioner Samara, Chair von Huene, Vice Chair Diaz, Commissioner Marinaro, Commissioner McNamara, and Commissioner Vega

**MEETING DISCLOSURES**

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# City of Santa Clara

## Meeting Minutes

### Board of Library Trustees

03/07/2022

6:00 PM

Virtual Meeting

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

- Via Zoom:

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

Webinar ID: 972 5593 8995 or

- o Phone: 1(669) 900-6833

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

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

#### **CALL TO ORDER AND ROLL CALL**

**Vice Chair Evans called the meeting to order at 6:02 pm. Trustee Tryforos made a motion, seconded by Trustee Hintermeister, to excuse Trustee Broughman from the meeting. The motion passed 4-0.**

**Present** 4 - Trustee Debbie Tryforos, Trustee Jan Hintermeister, Chair Stephen Ricossa, and Vice Chair Jonathon Evans

**Excused** 1 - Trustee Leonne Broughman

### **CONSENT CALENDAR**

1 [22-368](#) Action on the Meeting Minutes of February 7, 2022

**Recommendation:** Approve meeting minutes of February 7, 2022

**A motion was made by Trustee Tryforos, seconded by Chair Ricossa, to approve the meeting minutes of February 7, 2022. The motion passed 4-0.**

**Aye:** 4 - Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

**Excused:** 1 - Trustee Broughman

### **PUBLIC PRESENTATIONS**

**Executive Director of the Santa Clara City Library Foundation and Friends, JoAnn Davis**, provided a brief report on the recent and upcoming activities of the Foundation and Friends.

### **GENERAL BUSINESS**

2 [22-369](#) Board Report on February 8, 2022 City Council Priority Setting Session

**Recommendation:** No recommendation for this item

**City Librarian Patty Wong** provided a brief summary of the City Council Priority Setting Session on February 8, 2022.

**Chair Ricossa** thanked all members of the **Board of Library Trustees (the Board)** for their work on crafting an advocacy message to be used during the meeting. **City Librarian Wong** extended additional thanks to **Trustee Tryforos** for providing the original letter the work was based upon. **Chair Ricossa** discussed his submission of an email to be read into the record.

**City Librarian Wong** spoke of how the comments provided by **the Board** were well-received by City Council.

3      [22-370](#)      Review of Board of Library Trustees' Work Plan

**Recommendation:** Review, update, and approve the attached workplan dated 3-7-2022.

**City Librarian Wong** reviewed **the Board's** updated work plan and discussed any new information associated with the items.

The City Council will be given the opportunity to adopt the Patrick Henry Specific Plan on March 22, 2022.

**City Librarian Wong** discussed upcoming grants that Library staff and the City are pursuing.

A community room fee study is currently moving through other City commissions. **City Librarian Wong** is advocating for **the Board** to review and weigh in on the study during this process. **Trustee Hintermeister** gave background on the lack of Board inclusion during initial phase of the study and would like an opportunity for **the Board** to provide input. **Vice Chair Evans** voiced interest in finding a balanced fee structure that was not too cost prohibitive, but not so low that the system will be misused.

**Trustee Hintermeister** inquired when the Library would be able to expand hours beyond current schedule. **City Librarian Wong** discussed the hiring considerations that are affecting when more hours can be provided.

**A motion was made by Chair Ricossa, seconded by Trustee Hintermeister, that staff request the community room fee study be brought to the Board of Library Trustees for input. The motion passed 4-0.**

4      [22-381](#)      Discussion on Next Steps for Library Fine Free Policy

**Recommendation:** This item is for informational purposes, no recommendation.

**City Librarian Wong** described how Library will proceed in recommending a fine free policy to the City. She noted the need to expunge pre-existing overdue fines from the system at the same time of policy implementation. The Library has been asked to bring this forward to City Council at a future time when it will be received successfully.

5 [22-379](#) Board Development and Engagement

**Recommendation:** This item is informational only, no recommendation

**City Librarian Wong** informed the Board of two upcoming trainings and conferences: Serving with a Purpose in Ontario, CA on May 19, 2022 and the California Library Association's annual conference in Sacramento, CA from June 2, 2022 through June 4, 2022.

**Trustee Hintermeister** has asked that staff who present at conferences do an encore presentation to **the Board** at a future meeting.

**City Librarian Wong** discussed **the Board's** use of professional journals and some of the current topics that are receiving coverage.

### **STAFF REPORT**

6 [22-382](#) Report on Library Plans for One-Time Use Money Realized Through Salary Savings During Fiscal Year 2021/22

**Recommendation:** This item is informational only, no recommendation

**City Librarian Wong** presented an overview of the salary savings accumulated by the Library in fiscal year 2021/22 and the potential uses and stipulations on these one-time use funds. Possible usage includes:

- Strategic and Facilities Master Plan
- Technology updates and replacements
- Additional materials budget for key collections
- Facilities maintenance projects
- Staff development, training, and institutional memberships
- Library program support

City approval needed before use of salary savings. Expenditure of salary savings will need to occur before the fiscal deadline of June 30, 2022.

**Trustee Hintermeister** inquired if **the Board** would be involved in the strategic plan process. **City Librarian Wong** discussed possible ways the Board's input and engagement would be included.

**Vice Chair Evans** inquired how salary savings would be used to support the purchase of ebooks and eresources. **Assistant City Librarian Goyal** spoke of how the Library was using funds to provide resources that can be used by local students and an expansion of ematerials in international languages.

- 7      [22-380](#)      City Librarian Report on Library Programs and Activities

**Recommendation:** Note and file monthly report on Library activities.

**City Librarian Wong** informed **the Board** of recent and upcoming Library and City activities.

**The Board** discussed the potential City Council adoption of the Patrick Henry Specific Plan on March 22, 2022.

### **TRUSTEES REPORT**

**Vice Chair Evans** praised the recent online trivia night held by the Library.

### **ADJOURNMENT**

**A motion was made by Trustee Tryforos, seconded by Chair Ricossa, to adjourn the meeting. The motion passed 4-0.**

**Aye:** 4 - Member Tryforos, Member Hintermeister, Chair Ricossa, and Vice Chair Evans

**Excused:** 1 - Member Broughman

### **MEETING DISCLOSURES**

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# City of Santa Clara

## Meeting Minutes

### Youth Commission

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03/08/2022

6:00 PM

Virtual Meeting

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

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://santaclaraca.zoom.us/j/84220118204>

Or One tap mobile:

+16699006833,,84220118204# US (San Jose)

#### **CALL TO ORDER AND ROLL CALL**

The meeting was called to order at 6:07 p.m.

- Present** 12 - Commissioner Aarav Gupta , Commissioner Ahmad Ismail, Commissioner Hiranya Parekh, Commissioner Jasmine Kelly-Tanti, Commissioner Kaitlyn Butcher, Commissioner Khadeejah Khan, Commissioner Malia Martin, Commissioner Mitali Gaidhani, Commissioner Mitchell Blanda, Commissioner Rajvi Khanjan Shroff, Commissioner Riya Mehta, and Commissioner Sarah Zuo
- Absent** 3 - Commissioner Palak Parikh , Commissioner Rishith Gopiseti, and Commissioner Samarth Suresh

#### **CONSENT CALENDAR**

- 1.A [22-312](#) Youth Commission Minutes of February 8, 2022

**Recommendation:** Approve the Youth Commission Meeting Minutes of February 8, 2022.

**A motion was made by Commissioner Shroff, seconded by Commissioner Blanda, that this item be recommended for approval.**

**The motion carried by the following vote:**

- Aye:** 12 - Commissioner Gupta, Commissioner Ismail, Commissioner Parekh, Commissioner Kelly-Tanti, Commissioner Butcher, Commissioner Khan, Commissioner Martin, Commissioner Gaidhani, Commissioner Blanda, Commissioner Shroff, Commissioner Mehta, and Commissioner Zuo

**Absent:** 3 - Commissioner Parikh, Commissioner Gopiseti, and Commissioner Suresh

### **PUBLIC PRESENTATIONS**

None

### **GENERAL BUSINESS**

2. [22-313](#) Youth Commission Committee Reports on Work Plan Goals for FY2021/22

Youth Commission Committee Reports on Work Plan Goals for FY2021/22

The Youth Commission's FY2021/22 work plan will include themes of community building, youth empowerment, and youth outreach. Each theme will have a committee comprised of YOUTH Commissioners to plan activities to deliver to the community.

Community Building Committee: Continued to outreach to local school clubs for potential video segments of performances. The next committee meeting will be held on Tuesday, March 15 at 6:30 p.m.

Youth Empowerment Committee: Continued to develop talking points and format for potential podcast to be distributed on Apple Podcasts Connect. The next committee meeting will be held on Friday, March 18 at 6:00 p.m.

Youth Outreach Committee: Met on Tuesday, March 1 to create the Packages of Gratitude for local teachers. Donated items included chocolate chip cookies from Choc Cookies, variety of donuts from Stan's Donut Shop, succulents from Home Depot, and seed packs from the Parks & Recreation community garden program. Forty packages were assembled to be distributed to teachers. The next committee meeting will be held on Thursday, March 17 at 5:00 p.m.

**STAFF REPORT**

**Jon Kawada, Staff Liaison:** Reminded Commissioners that the deadline to submit 2022/23 term applications is on Monday, March 14, 2022. Youth Commission will not be attending the YAC Attack conference, due to insufficient numbers of Commissioners available to attend. Interested Commissioners were encouraged to attend on their own if interested. Commissioners who attended the Cost Recovery Policy joint study session on Wednesday, March 2 were thanked. The survey and presentation information will be sent to all Commissioners when available.

**Commissioners Butcher, Martin, Shroff, and Zuo** agreed to volunteer at the Breakfast with the Bunny event on Saturday, April 9.

**Gayle Ichiho, Recreation Supervisor:** Shared that the Parks & Recreation spring/summer activity guide is now available. A summer camp fair, along with Sunset Cinema afterwards, will be occurring on April 22 at Reed & Grant Sports Park. Various vendors will be on-hand for community members to learn more about summer recreation opportunities.

**COMMISSIONERS REPORT**

**Commissioners Blanda, Ismail, Mehta, and Shroff and Alternate Liang** attended the virtual joint study session on the Cost Recovery Policy Development. Commissioners stated it was a positive experience and that the presentation was informative and easy to understand. Visit [www.SantaClaraCA.gov/ParkProjects](http://www.SantaClaraCA.gov/ParkProjects) for more information.

**ADJOURNMENT**

**A motion was made by Commissioner Martin, seconded by Commissioner Blanda, that this meeting be adjourned at 6:37 p.m.**

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## Agenda Report

22-410

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### **SUBJECT**

Action on Monthly Financial Status and Investment Report for January 2022 and Approve the Related Budget Amendments

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

#### **BACKGROUND**

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report and monthly investment report for January 2022 are submitted for your information. The financial review as of January 31, 2022 provides a year-to-date financial update to the City Council for the current fiscal year. 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 this report is a 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 report summarizes the City's financial performance as of January 31, 2022. Financial analysis for the report 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 48.5% of the budget through January 2022. While revenues are tracking slightly below the budgeted estimate, collections are higher when compared to last fiscal year (excluding transfers and various permits and charges for services that are now deposited into the new Building Development Services Fund). Concerns remain regarding longer term impacts of COVID-19 on City revenues, particularly Transient Occupancy Tax collections.

As shown in Attachment 1, General Fund departmental expenditures were at 58.3% of budget through January 2022. It should be noted that as approved as part of the FY 2020/21 Budget Year-End Report, \$11.2 million of the Fire Department and \$14.7 million of the Police Department budgets were shifted to the newly established American Rescue Plan Act (ARPA) Fund. Once actual charges for public safety have been shifted over to the ARPA Fund, expenditure tracking will be below par in the General Fund. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology, and vehicle purchases. Expenditure savings are expected by year-end.

As shown in Attachment 1, total revenues through January 2022 for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 52.9% of the budget while total expenses were at 54.2% of the budget.

In the month of January, the City received \$50 in donations, for total donations of \$89,640.

Economic conditions have improved significantly since the start of the pandemic, with many indicators close to pre-pandemic levels. On a national level, the unemployment rate slightly decreased from 4.0% in January 2022 to 3.8% in February 2022. This rate was well below the record setting high of 14.7% in April 2020, but above the pre-pandemic unemployment rate of 3.5%. The number of unemployed persons dropped slightly from 6.5 million in January 2022 to 6.3 million in February 2022. This unemployment figure continues to remain above the pre-pandemic level of 5.7 million. In 2021, the Gross Domestic Product (GDP) increased by 5.7%, in contrast to the 3.4% decrease in 2020. While GDP has now surpassed the pre-COVID peak in the second quarter 2021, it has not yet reached the pre-pandemic trend. Per the March 2022 UCLA Anderson Forecast, GDP is expected to reach the pre-COVID trend by mid-2022. The March 2022 UCLA Forecast also assumes continued economic growth; however, there is considerable uncertainty. Major risk factors include the future course of the pandemic as well as the impacts of the war between Russia and Ukraine.

Improvement continues at the State and local level. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate remained at 5.8% in January 2022. California has now regained 2.26 million jobs, or 82% of the 2.71 million jobs lost due to COVID-19 in March and April 2020. The unemployment rate in this region continues to outperform the State and the nation. The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.4% in January 2022, up from a revised 2.9% in December 2021. This reflects a drop from the January 2021 level of 6.2% but is higher than the pre-pandemic February 2020 level of 2.6%.

Staff will continue to closely monitor the General Fund revenues and the City's overall financial performance as the fiscal year progresses.

### **Monthly Investment Report (Attachment 2)**

All securities held by the City of Santa Clara as of January 31, 2022 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for January 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 the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 1.19% in January.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. As detailed in Attachment 3, a budget amendment is recommended in the General Fund to recognize anticipated project savings from the Storm Drain Capital Fund and allocate these funds to the Capital Projects Reserve. Additionally, actions are included to recognize \$1.8 million for wildland deployment reimbursements to the Fire Department and to use these funds to support fire operations and to partially fund the purchase of a fire engine as reflected in the Vehicle Replacement Fund. An action is also included in the General Fund to increase the transfer from the Parks and Recreation Capital Fund, reflecting a partial repayment of the loan for the Reed Street - Grant Street Sports Park project. A transfer to the Fire Department Operating Grant Trust Fund is included to reflect a City match required for a grant received by the City's Fire Department. In the Fire Department Operating Grant Trust Fund, actions are recommended to adjust the revenue estimates and appropriations for three grants to align to actual receipt of grant funding and city matching funds. In the Housing and Urban Development Fund, an action is recommended to recognize and appropriate grant funding. In the Convention Center Capital Fund, an action is recommended to appropriate additional funds from fund balance to the Santa Clara Convention Center Condition Assessment Repair project. Attachment 3 also includes recommendations to decrease a revenue estimate and corresponding appropriation in the Clean Energy and Carbon Reduction project in the Electric Utility Capital Fund and to reallocate funding from the Pedestrian and Bicycle Enhancement Facilities project to the Santa Clara School Access Improvement project in the Streets and Highways Capital Fund.

<b>FY 2021/22 Budget Amendments</b>		
<b>Fund</b>	<b>Source of Funds</b>	<b>Use of Funds</b>
General Fund	\$2,492,983	\$2,492,983
Convention Center Capital Fund	\$0	\$0
Electric Utility Capital Fund	(\$252,669)	(\$252,669)
Fire Operating Grant Trust Fund	(\$83,856)	(\$83,856)
Housing and Urban Development Fund	\$80,205	\$80,205
Parks and Recreation Capital Fund	\$0	\$0
Storm Drain Capital Fund	\$0	\$0
Streets and Highways Capital Fund	\$0	\$0
Vehicle Replacement Fund	\$710,000	\$710,000
<b>Total Net Budget Change</b>	<b>\$2,946,663</b>	<b>\$2,946,663</b>

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

Reviewed by: Kenn Lee, Director of Finance

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Monthly Financial Status Report January 2022
2. Monthly Investment Report January 2022
3. FY 2021/22 Budget Amendments



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY FINANCIAL STATUS REPORT**

**January 2022**

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

### General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2021/22 was \$289.3 million. The budget for revenues and expenditures was amended to \$269.5 million to reflect carryover appropriations from fiscal year 2020/21 and various budget amendments approved by the City Council through January 2022.

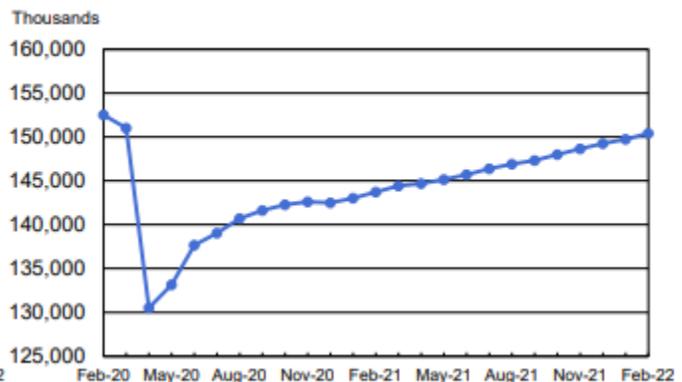
Halfway through the fiscal year, General Fund revenues are currently tracking slightly below estimated levels. General Fund expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures.

Economic conditions have improved significantly since the start of the pandemic, with many indicators close to pre-pandemic levels. On a national level, the unemployment rate remained relatively flat, slightly decreasing from 4.0% in January 2022 to 3.8% in February 2022. This rate was well below the record setting high of 14.7% in April 2020, but slightly above the pre-pandemic unemployment rate of 3.5%. In February, the number of unemployed persons decreased from 6.5 million in January 2022 to 6.3 million. This unemployment figure remains slightly above the pre-pandemic level of 5.7 million.<sup>1</sup>

**Chart 1. Unemployment rate, seasonally adjusted, February 2020 – February 2022**



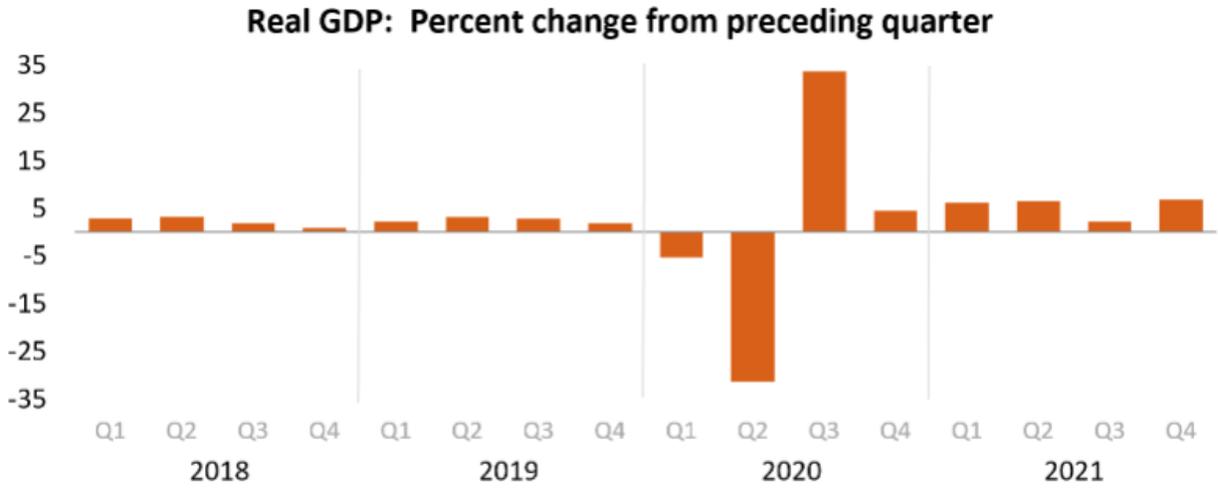
**Chart 2. Nonfarm payroll employment, seasonally adjusted, February 2020 – February 2022**



In 2021, the Gross Domestic Product (GDP) increased by 5.7%, in contrast to the 3.4% decrease in 2020. The increase in 2021 reflected growth across all the major subcomponents, led by personal

<sup>1</sup> <https://www.bls.gov/news.release/pdf/empsit.pdf>

consumption expenditures, non-residential fixed investment, exports, residential fixed investment, and private inventory investment.<sup>2</sup>

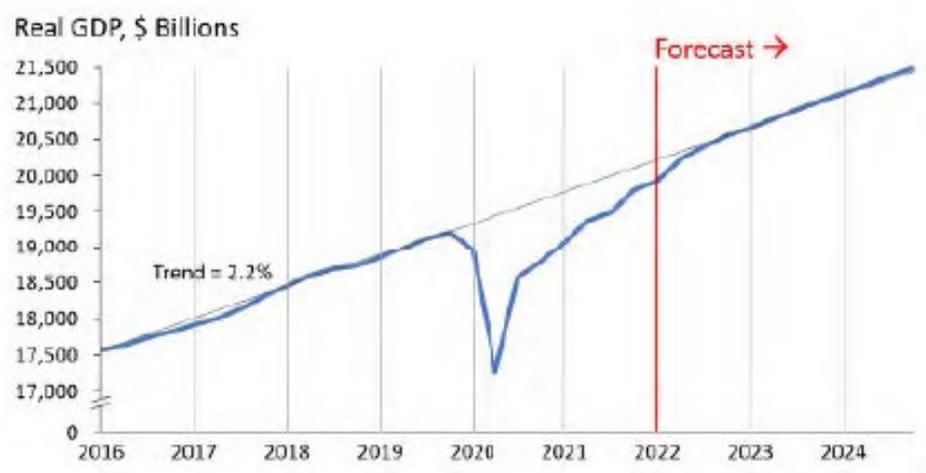


U.S. Bureau of Economic Analysis

Seasonally adjusted at annual rates

While GDP has now surpassed the pre-COVID peak in the second quarter 2021, it has not yet reached the pre-pandemic trend. Per the March 2022 UCLA Anderson Forecast, GDP is expected to reach the pre-COVID trend by mid-2022. On an annual basis, the UCLA Forecast projects continued GDP growth of 4.3% in 2022, 2.8% in 2023, and 2.3% in 2024. The UCLA forecast, however, comes with considerable uncertainty. Major risk factors include the future course of the pandemic as well as the impacts of the war between Russia and Ukraine.<sup>3</sup>

Real GDP Levels, Seasonally Adjusted Annual Rates, Actual and Forecast, 2016-2024



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

<sup>2</sup> [https://www.bea.gov/sites/default/files/2022-02/tech4q21\\_2nd.pdf](https://www.bea.gov/sites/default/files/2022-02/tech4q21_2nd.pdf)

<sup>3</sup> UCLA Anderson Forecast, January 2021

Improvement continues at the State and local level. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate stayed flat at 5.8% in January 2022. With the continued addition of jobs, California has now regained 2.26 million jobs, or nearly 82% of the 2.71 million jobs lost due to COVID-19 in March and April 2020.<sup>4</sup>

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.4% in January 2022, up from a revised 2.9% in December 2021. This reflects a drop from the January 2021 level of 6.2% but is higher than the pre-pandemic February 2020 level of 2.6%. Between January 2021 and January 2022, employment in this region increased by 71,500 jobs, or 6.8%. The largest increases were in leisure and hospitality (up 33,200 jobs), food and drinking places (up 23,300 jobs), professional and business services (up 12,000 jobs), and private educational and health services (up 9,100 jobs).<sup>5</sup>

Staff will continue to closely monitor the economic environment and the City's financial performance and provide updates through the Monthly Financial Reports.

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<sup>4</sup> <https://edd.ca.gov/Newsroom/unemployment-january-2022.htm>

<sup>5</sup> [https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos\\$pds.pdf](https://www.labormarketinfo.edd.ca.gov/file/lfmonth/sjos$pds.pdf)

**General Fund Revenues**

As of January 31, 2022, \$109.1 million or 48.5% of the General Fund estimated revenue (excluding transfers) was received. Based on the timing of payments, a higher percentage of revenues are collected in the second half of the fiscal year. Transfers and use of reserves of \$44.5 million have occurred as budgeted. While revenues are tracking slightly below the budgeted estimate, collections are higher when compared to collections last fiscal year (excluding transfers and various permits and charges for services that are now deposited into the new Building Development Services Fund and transfers).

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

Function	FISCAL YEAR 2021/22				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 01/31/2022	Percentage Received	Actual Through 01/31/2021	Change From Prior Year	Percentage Change
<b>TAXES</b>							
Sales Tax	\$ 58,183,000	\$ 58,183,000	\$ 22,666,505	38.96%	\$ 24,346,452	\$ (1,679,947)	-6.90%
Property Tax	71,559,000	71,559,000	37,721,113	52.71%	34,483,149	3,237,964	9.39%
Transient Occupancy Tax	9,000,000	9,000,000	3,347,211	37.19%	1,309,334	2,037,877	155.64%
Other Taxes	6,080,000	6,080,000	2,682,067	44.11%	2,100,618	581,449	27.68%
<b>Total Taxes</b>	<b>144,822,000</b>	<b>144,822,000</b>	<b>66,416,896</b>	<b>45.86%</b>	<b>62,239,553</b>	<b>4,177,343</b>	<b>6.71%</b>
<b>LICENSES &amp; PERMITS</b>							
Business Licenses	900,000	900,000	486,320	54.04%	502,817	(16,497)	-3.28%
Fire Operation Permits	2,200,000	2,200,000	1,139,577	51.80%	1,085,482	54,095	4.98%
Building Permits	-	-	-	N/A	4,090,173	(4,090,173)	-100.00%
Electric Permits	-	-	-	N/A	768,188	(768,188)	-100.00%
Plumbing Permits	-	-	-	N/A	523,662	(523,662)	-100.00%
Mechanical Permits	-	-	-	N/A	594,042	(594,042)	-100.00%
Miscellaneous Permits	60,000	60,000	37,516	62.53%	30,038	7,478	24.90%
<b>Total Licenses &amp; Permits</b>	<b>3,160,000</b>	<b>3,160,000</b>	<b>1,663,413</b>	<b>52.64%</b>	<b>7,594,402</b>	<b>(5,930,989)</b>	<b>-78.10%</b>
<b>FINES &amp; PENALTIES</b>	<b>1,496,135</b>	<b>1,496,135</b>	<b>205,366</b>	<b>13.73%</b>	<b>221,794</b>	<b>(16,428)</b>	<b>-7.41%</b>
<b>INTERGOVERNMENTAL</b>	<b>26,205,801</b>	<b>614,000</b>	<b>599,956</b>	<b>97.71%</b>	<b>254,035</b>	<b>345,921</b>	<b>136.17%</b>
<b>CHARGES FOR SERVICES</b>	<b>30,003,443</b>	<b>30,003,443</b>	<b>16,631,094</b>	<b>55.43%</b>	<b>17,606,444</b>	<b>(975,350)</b>	<b>-5.54%</b>
<b>SILICON VALLEY POWER TRANSFER</b>	<b>24,700,000</b>	<b>24,700,000</b>	<b>15,034,470</b>	<b>60.87%</b>	<b>14,200,367</b>	<b>834,103</b>	<b>5.87%</b>
<b>USE OF MONEY &amp; PROPERTY</b>							
Interest	2,600,000	2,600,000	865,946	33.31%	696,281	169,665	24.37%
Rent	9,115,722	9,298,022	5,385,709	57.92%	4,492,649	893,060	19.88%
<b>Total Use of Money &amp; Property</b>	<b>11,715,722</b>	<b>11,898,022</b>	<b>6,251,655</b>	<b>52.54%</b>	<b>5,188,930</b>	<b>1,062,725</b>	<b>20.48%</b>
<b>MISCELLANEOUS REVENUES</b>	<b>198,000</b>	<b>198,000</b>	<b>399,612</b>	<b>201.82%</b>	<b>4,190,424</b>	<b>(3,790,812)</b>	<b>-90.46%</b>
<b>LAND PROCEED</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>N/A</b>	<b>-</b>	<b>-</b>	<b>N/A</b>
<b>OTHER FINANCING SOURCES</b>							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,460,000	(6,000)	-0.41%
Operating Transfer In - Reserves	32,390,871	32,758,819	32,758,819	100.00%	39,468,333	(6,709,514)	-17.00%
Operating Transfer In - Fund Balances <sup>(1)</sup>	-	4,817,658	4,817,658	100.00%	4,273,692	543,966	12.73%
Operating Transfer In - Miscellaneous	5,005,399	5,427,399	5,427,399	100.00%	3,547,419	1,879,980	53.00%
<b>Total Other Financing Sources</b>	<b>38,850,270</b>	<b>44,457,876</b>	<b>44,457,876</b>	<b>100.00%</b>	<b>48,749,444</b>	<b>(4,291,568)</b>	<b>-8.80%</b>
<b>STADIUM OPERATION</b>							
Charges for Services	7,466,069	7,466,069	1,655,345	22.17%	1,549,061	106,284	6.86%
Rent and Licensing	717,500	717,500	286,278	39.90%	26,451	259,827	982.30%
<b>Total Stadium Operation</b>	<b>8,183,569</b>	<b>8,183,569</b>	<b>1,941,623</b>	<b>23.73%</b>	<b>1,575,512</b>	<b>366,111</b>	<b>23.24%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 289,334,940</b>	<b>\$ 269,533,045</b>	<b>\$ 153,601,962</b>	<b>56.99%</b>	<b>\$ 161,820,905</b>	<b>\$ (8,218,944)</b>	<b>-5.08%</b>

### 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 January 31, 2022, \$22.7 million has been collected, which is down \$1.7 million or 6.9% from the prior year level and is based on performance through the first quarter of the fiscal year and an advance payment for the second quarter. While not reflected in the collections through January, the City has received information on the cash receipts for second quarter of the fiscal year, which reflects growth of 14.8%. Overall, receipts are up 4.6% through the first two quarters of FY 2021/22. 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. Overall, annual Sales Tax growth of 3.6% is needed to meet the budgeted estimate of \$58.2 million. Based on collections to date, receipts are projected to meet the budget.

**Property Tax:** Through January, 52.7% of the property tax budgeted estimate has been received. The majority of property tax revenue is collected in February and April each year. Based on information from the County of Santa Clara, property tax receipts are projected to end the year at or slightly above the Adopted Budget estimate of \$71.6 million.

**Transient Occupancy Tax (TOT):** TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 11.5% as of January 2022. Through January 31, 2022, approximately \$3.3 million has been received, which is significantly higher than receipts through the same period last fiscal year of only \$1.3 million. However, receipts remain 68% below the pre-COVID 19 level of \$10.5 million received through January 2020. As businesses continue to reopen, it is anticipated that TOT will continue to increase compared to last fiscal year. To meet the budgeted estimate, collections will need to triple from just under \$3.0 million in FY 2020/21 to \$9.0 million in FY 2021/22. With the January 2022 rate increase, TOT receipts are projected to end the year close to the budgeted estimate.

**Other Taxes:** Includes franchise tax and documentary transfer tax. The City has collected \$2.7 million through January, which is 27.7% above receipts received through the same period last fiscal year. While receipts in the documentary transfer tax are tracking above levels collected through the same period last fiscal year, receipts in the franchise tax category are slightly lower than prior year levels. Growth of 4.4% is needed to meet the budgeted estimate of \$6.1 million. Collections are projected to meet the budgeted estimate.

**Licenses & Permits:** Includes business licenses, fire operation permits, and miscellaneous permits and fees. Effective FY 2021/22, building, electric, plumbing and mechanical permits have all been budgeted in the new Building Development Services Fund, which is reflected in the Special Revenue section of this report. Licenses and permits revenue collections total \$1.7 million, or 52.6% of the budget of \$3.2 million. Receipts are tracking slightly below estimated levels through January and may end the year slightly below the budgeted estimate.

**Fines & Penalties:** Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue of \$0.2 million collected in this category through January is tracking to end the year well below

the budgeted estimate of \$1.5 million largely due to the waiving of late fees on utility billing in response to COVID-19. The City will be applying for the California Arrearage Payment Program in order to alleviate the arrearages accrued as a result of the City's bill relief period.

**Intergovernmental:** Includes federal stimulus funds, motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through January 31, 2022, \$0.6 million has been received, which is higher than receipts through the same period last year and reflects differences in planned payments. The federal stimulus funds (\$26 million) have been moved to a separate American Rescue Plan Act Fund, which is reflected in this report.

**Charges for Services:** Includes various engineering fees, administrative fees, and community service revenue from various recreational activities. Through January 31, 2022, collections totaled approximately \$16.6 million or 55.4% of the budget. This reflects a 5.5% decrease compared to last year's collections through the same period of \$17.6 million. The decrease is mainly attributable to the plan check and sign fees now being recorded in the newly established Building Development Services Fund. This decrease is partially offset by higher collections in the planning and zoning fees, fire construction permits, and miscellaneous charges for services categories. Collections are tracking close to the budgeted estimate.

**Silicon Valley Power Transfer:** In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues to the General Fund. As of January 31, 2022, \$15.0 million has been received which is on par for this time of year. This collection level, however, is based on the budgeted estimate and will be trued up at the end of the fiscal year. Growth of less than 1% from the prior year is needed to meet the budgeted estimate of \$24.7 million.

**Use of Money & Property:** Includes realized investment income and rental income. Interest income and rent revenue collections totaled \$6.3 million, or 52.5% of the budget. This reflects a \$1.1 million increase from prior year collection levels, primarily due to higher rent collections. This reflects differences in the timing of payments as well as the latest lease payment amounts.

**Miscellaneous Revenues:** Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through January 31, 2022, collections of \$0.3 million have exceeded the budgeted estimate of \$0.2 million; however, are significantly lower than prior year collections of \$4.2 million as a result of a one-time payment in FY 2021.

**Stadium Operation:** As of January 31, 2022, charges for services collected through the Stadium totaled \$1.9 million, which is below par for this time of year. This is due in part to the timing of when the City receives reimbursements. Current year collections are approximately 23.2% higher than collections through the same period last year resulting from the reopening of Stadium for events.

### **General Fund Expenditures**

As of January 31, 2022, \$175.6 million or 65.2% of the General Fund operating budget had been expended. Departmental expenditures totaled \$127.9 million, or 58.3% of the budget, which is at the par level of 58.3% of the budget. However, this percent expended is overstated due to the treatment of the public safety costs that are funded by the newly established American Rescue Plan Act (ARPA). As part of the FY 2020/21 Budgetary Year-End Report, \$26 million of the Police and Fire Department's budgets was reallocated to the newly established ARPA Fund. While the budget has been reduced, the associated expenditures have not yet been shifted to the new fund. Once that shift takes place, departmental expenditures will be tracking below budget. Fund Transfers of \$43.1 million have occurred as budgeted.

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

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

Function	FISCAL YEAR 2021/22				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 01/31/2022	Percentage Used	Actual Through 01/31/2021	Change From Prior Year	Percentage Change
<b>GENERAL GOVERNMENT</b>							
Non-Departmental	\$ 6,824,333	\$ 7,571,155	\$ 2,567,224	33.91%	\$ 2,070,166	\$ 497,058	24.01%
City Council	829,205	829,205	486,641	58.69%	421,449	65,192	15.47%
City Clerk	1,470,231	1,718,169	799,301	46.52%	1,167,739	(368,438)	-31.55%
City Manager	5,442,069	6,276,486	2,846,907	45.36%	2,892,295	(45,388)	-1.57%
City Attorney	3,097,380	3,119,380	1,419,126	45.49%	1,247,366	171,760	13.77%
Human Resources	4,133,810	4,389,886	2,089,060	47.59%	1,804,634	284,426	15.76%
Finance	17,439,442	18,273,518	8,960,984	49.04%	8,846,135	114,849	1.30%
<b>Total General Government</b>	<b>39,236,470</b>	<b>42,177,799</b>	<b>19,169,243</b>	<b>45.45%</b>	<b>18,449,784</b>	<b>719,459</b>	<b>3.90%</b>
<b>PUBLIC WORKS</b>	<b>23,201,356</b>	<b>24,198,161</b>	<b>12,723,439</b>	<b>52.58%</b>	<b>13,078,417</b>	<b>(354,978)</b>	<b>-2.71%</b>
<b>COMMUNITY DEVELOPMENT</b>	<b>5,070,207</b>	<b>5,480,607</b>	<b>2,684,587</b>	<b>48.98%</b>	<b>8,121,221</b>	<b>(5,436,634)</b>	<b>-66.94%</b>
<b>PARKS AND RECREATION</b>	<b>20,982,990</b>	<b>21,433,077</b>	<b>10,355,185</b>	<b>48.31%</b>	<b>9,765,916</b>	<b>589,269</b>	<b>6.03%</b>
<b>PUBLIC SAFETY</b>							
Fire	60,581,403	49,830,070	35,277,582	70.80%	34,488,752	788,830	2.29%
Police	79,870,137	65,242,662	42,754,936	65.53%	43,439,331	(684,395)	-1.58%
<b>Total Public Safety</b>	<b>140,451,540</b>	<b>115,072,732</b>	<b>78,032,518</b>	<b>67.81%</b>	<b>77,928,083</b>	<b>104,435</b>	<b>0.13%</b>
<b>LIBRARY</b>	<b>10,764,727</b>	<b>10,895,605</b>	<b>4,967,166</b>	<b>45.59%</b>	<b>4,983,089</b>	<b>(15,923)</b>	<b>-0.32%</b>
<b>DEPARTMENTAL TOTAL</b>	<b>239,707,290</b>	<b>219,257,981</b>	<b>127,932,138</b>	<b>58.35%</b>	<b>132,326,510</b>	<b>(4,394,372)</b>	<b>-3.32%</b>
<b>OTHER FINANCING USES</b>							
Operating Transfer Out - Miscellaneous	23,250,142	23,851,216	23,851,216	100.00%	1,013,778	22,837,438	2252.71%
Operating Transfer Out - Debt Services	2,501,439	2,501,439	2,501,439	100.00%	2,500,344	1,095	0.04%
Operating Transfer Out - Maintenance Dtrct	771,349	771,349	771,349	100.00%	926,920	(155,571)	-16.78%
Operating Transfer Out - Cemetery	850,000	850,000	850,000	100.00%	771,769	78,231	10.14%
Operating Transfer Out - CIP	11,773,925	11,773,925	11,773,925	100.00%	19,678,672	(7,904,747)	-40.17%
Operating Transfer Out - Reserves	3,309,009	3,309,009	3,309,009	100.00%	4,933,085	(1,624,076)	-32.92%
<b>Total Other Financing Uses</b>	<b>42,455,864</b>	<b>43,056,938</b>	<b>43,056,938</b>	<b>100.00%</b>	<b>29,824,568</b>	<b>13,232,370</b>	<b>44.37%</b>
<b>STADIUM OPERATION</b>	<b>7,171,786</b>	<b>7,218,126</b>	<b>4,611,946</b>	<b>63.89%</b>	<b>1,031,751</b>	<b>3,580,195</b>	<b>347.00%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$ 289,334,940</b>	<b>\$ 269,533,046</b>	<b>\$ 175,601,022</b>	<b>65.15%</b>	<b>\$ 163,182,829</b>	<b>\$ 12,418,193</b>	<b>7.61%</b>

### 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 January 31, 2022, expenditures totaled \$2.6 million, or 33.9% of the budget. These expenditures are well below the par level of 58%, but above the prior year level of \$2.0 million. This is a result of the reallocation of City memberships from the City Manager's Office to the Non-Departmental budget. Additionally, contractual services are higher than last fiscal year due to an increase in the permitting system licensing costs.

**City Attorney:** As of January 31, 2022, actual expenditures totaled approximately \$1.4 million, which is below par at 45.5% of the budget. This is mainly attributable to lower salary and as-needed spending. Spending is above the total expenditures through the same time last fiscal year by 13.8%. This is a result of the reallocation of contractual services from the Special Liability Insurance Fund to the City Attorney's Office operating budget. Additionally, higher separation payout expenditures occurred this fiscal year compared to last fiscal year.

**City Clerk:** Through January, actual expenditures were tracking below budget at \$0.8 million or approximately 46.5% of the budget. This reflects a decrease of 31.6% over last year's spending through the same period. The primary driver for the decrease in spending is the Granicus costs which are paid every other year.

**City Council:** Through January, expenditures were at 58.7% of budget, which is at par. Compared to the same period through last fiscal year, this reflects a spending increase of approximately 15.5% which is a result of higher as-needed and separation payout expenditures compared to last fiscal year.

**City Manager:** The actual expenditures through January 31, 2022 totaled \$2.8 million, or 45.4% of the budget, which is below par for this time of the year. Expenditures are 1.6% lower compared with the spending level through the same period last fiscal year. This decrease in expenditures is related to the reallocation of City memberships and mandated costs from the City Manager's Office budget to Non-Departmental in addition to lower advertising and contractual services expenditures.

**Community Development Department:** This department consists of three divisions: Planning, Building, and Housing and Community Services. Effective this fiscal year, the Building division of this department has been moved to the newly established Building Development Services Fund, which falls under the special revenue section of this report. Through January, departmental expenditures for the Planning and Housing and Community Services divisions totaled \$2.7 million, or approximately 49%, which is below the par level of 58.3%. This is a result of vacancies in the department. Expenditures were also well below the spending through the same period last fiscal year due to the change in funding for the Building Division.

**Finance Department:** Through January, the Department's expenditures totaled \$9.0 million, or 49% of the budget, which is below par. This is mainly attributable to lower expenditures in the operating

supplies and contractual services categories. This expenditure level was in line with levels from last fiscal year.

**Fire Department:** As of January 31, 2022, actual expenditures in the General Fund totaled \$35.3 million, or 70.8% of the budget, which is above par. These expenditures reflect a 2.3% increase from expenditures through the same period last fiscal year. As discussed above, the Fire Department percent expended is overstated due to the treatment of public safety costs funded by ARPA funds. As part of the FY 2020/21 Budgetary Year-End Report, \$11.2 million of the Fire Department's budget was reallocated to the newly ARPA Fund to reflect public safety costs covered through ARPA. Eligible Fire expenditures, however, have not yet been moved to this new fund. The expenditures will be shifted to the new fund in February and March, which will be reflected in future monthly financial reports. Factoring out that impact, expenditures would have been tracking at 57.8% of the budget through January, which is within budget.

Overtime expenditures are tracking at 101%, which is above par for this time of year. While this overtime figure is high, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset a portion of the overtime costs. Fire Department expenditures have also been impacted by mutual aid deployments to address wildland fires (Caldor, Dixie, River and Beckwourth complex fires), for which the City will receive reimbursement. Budget actions are recommended in this report to recognize \$1.8 million and appropriate those funds to support Fire Department operations. Of this amount \$0.6 million will be applied towards the purchase of a new relief Fire Engine. These funds along with the shift of existing non-personnel funding of \$0.1 million in the Fire Department allocated for this purpose will be transferred to the Vehicle Replacement Fund to purchase the new engine.

**Library Department:** Through January, actual expenditures totaled \$5.0 million, or 45.6% of the budget, which is below par and lower than expenditure levels through the same period last fiscal year. COVID-19 precautions have continued to impact Library operations this year, resulting in lower expenditures. A phased reopening is in progress, but this schedule was delayed due to the increase in COVID-19 cases resulting from the latest Omicron variant.

**Parks and Recreation Department:** Through January, actual expenditures totaled approximately \$10.4 million, or 48.3% of the budget, which is below par, and is slightly higher than the prior year actuals of \$9.8 million. The department has resumed most activities that were previously impacted by COVID-19 restrictions. However, some programming continues to be impacted by the staff vacancies.

**Police Department:** As of January 31, 2022, actual expenditures in the General Fund totaled \$42.8 million, or 65.5% of the budget, which is above par. Expenditures are slightly below the spending levels last fiscal year. As discussed above, the Police Department percent expended is overstated due to the treatment of public safety costs funded by ARPA funds. As part of the FY 2020/21 Budgetary Year-End Report, \$14.7 million of the Police Department's budget was reallocated to the newly ARPA Fund to reflect public safety costs covered through ARPA. Eligible Police expenditures, however, have not yet been moved to this new fund. The expenditures will be shifted to the new fund in February and March,

which will be reflected in future monthly financial reports. Factoring out that impact, expenditures would have been tracking at 53.5% of the budget through January, which is within budget.

**Stadium Operation:** Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Through January, stadium expenditures totaled \$4.6 million, or 63.9% of the budget. This is significantly higher than expenditures through the same period last year, as a direct result of the reopening of the Stadium for events.

**Special Revenue Funds**

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of January 31, 2022. The amended budget for both reflects carryover appropriations from fiscal year 2021/22 in addition to budget amendments approved by the City Council through January 2022. Effective July 1, 2021, all Building Division revenues and expenditures are now budgeted and accounted for in the new Building Development Services Fund, which is included in the table below. Additionally, as approved by City Council on December 14, 2021 as part of the FY 2020/21 Budgetary Year-End Report, the ARPA Fund was established. Approximately \$14.7 million and \$11.2 million was moved from the Police Department and Fire Department, respectively, to the new ARPA Fund in order to separately track public safety expenditures eligible to be covered by these funds. The shift of public safety expenditures will be reflected in next month’s financial report. Revenues totaled approximately \$26 million, while expenditures totaled approximately \$8.7 million through the end of January. Overall, both revenues and expenditures are tracking below par.

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

Fund Description	REVENUES - FISCAL YEAR 2021/22				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2022	Percentage received	Actual Through 1/31/2021	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 261,000	\$ 5,461,000	\$ 236,259	4.33%	\$ 327,733	\$ (91,474)	-27.91%
City Affordable Housing Fund	657,000	6,657,000	1,445,601	21.72%	508,506	937,095	184.28%
Housing Successor Fund	350,000	350,000	491,421	140.41%	701,161	(209,740)	-29.91%
Housing and Urban Development	1,957,103	5,011,774	1,511,246	30.15%	1,471,815	39,431	2.68%
Building Development Services Fee Fund	13,630,000	13,630,000	9,099,505	66.76%	0	9,099,505	100.00%
American Rescue Plan Act Fund	0	25,921,801	13,248,095	51.11%	0	13,248,095	100.00%
<b>TOTAL</b>	<b>\$ 16,855,103</b>	<b>\$ 57,031,575</b>	<b>\$ 26,032,127</b>	<b>45.65%</b>	<b>\$ 3,009,215</b>	<b>\$ 23,022,912</b>	<b>765.08%</b>

Fund Description	EXPENDITURES - FISCAL YEAR 2021/22				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 1/31/2022	Percentage used	Actual through 1/31/2021	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 363,099	\$ 7,183,099	\$ 67,999	0.95%	\$ 81,146	\$ (13,147)	-16.20%
City Affordable Housing Fund	1,431,111	12,852,650	534,608	4.16%	423,465	111,143	26.25%
Housing Successor Fund	915,640	11,260,001	446,696	3.97%	368,981	77,715	21.06%
Housing and Urban Development	3,684,839	5,429,455	1,639,497	30.20%	1,548,879	90,618	5.85%
Building Development Services Fee Fund	12,256,059	14,757,132	6,009,680	40.72%	0	6,009,680	100.00%
American Rescue Plan Act Fund	0	25,921,801	0	0.00%	0	0	100.00%
<b>TOTAL</b>	<b>\$ 18,650,748</b>	<b>\$ 77,404,138</b>	<b>\$ 8,698,480</b>	<b>11.24%</b>	<b>\$ 2,422,471</b>	<b>\$ 6,276,009</b>	<b>259.07%</b>

**Governmental Capital Improvement Funds**

The table below lists the total amended budget amounts for the Capital Improvement Funds, which consist of current year appropriations, prior year carryover balances in Governmental Capital Improvement Funds, and budget amendments approved through January 2022. As of January 31, 2022, these capital fund expenditures totaled \$16.5 million, or 12.2% of the amended budget. As part of the adoption of the FY 2021/22 and FY 2022/23 operating budget, some capital funds were carried over for projects that were not anticipated to be completed by June 30, 2021. Necessary additional adjustments to the capital carryover amounts were included as part of the Budgetary Year-End Report for FY 2020/21, approved at the January 14, 2021 Council meeting. These adjustments are reflected below.

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

**CITY OF SANTA CLARA  
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS  
SUMMARY OF EXPENDITURES**

EXPENDITURES - FISCAL YEAR 2021/22					
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2022	Percentage Used
Parks & Recreation	\$ 9,973,977	\$ 12,169,765	\$ 22,143,742	\$ 1,131,411	5.11%
Streets & Highways	40,275,766	38,569,145	78,844,911	10,396,405	13.19%
Storm Drain	7,433,140	3,053,568	10,486,708	2,201,581	20.99%
Fire	963,970	838,709	1,802,679	131,917	7.32%
Library	24,374	190,107	214,481	15,890	7.41%
Public Buildings	4,368,471	3,466,169	7,834,640	923,780	11.79%
General Gov't - Other	2,464,262	8,838,081	11,302,343	1,219,480	10.79%
Related Santa Clara Developer	1,177,106	1,166,044	2,343,150	506,960	21.64%
Tasman East Specific	23,757	4,836	28,593	1,839	6.43%
Infrastructure Improvement Fund					
<b>TOTAL</b>	<b>\$ 66,704,823</b>	<b>\$ 68,296,424</b>	<b>\$ 135,001,247</b>	<b>\$ 16,529,263</b>	<b>12.24%</b>

**Enterprise Funds**

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of January 31, 2022. Overall, revenues and expenditures are tracking below budgeted levels with revenues tracking at 52.9% of the budget and expenditures tracking at 54.2% of the budget.

Both revenues and expenditures are tracking above last fiscal year levels reflecting current activity levels. The increase in expenditures in the Electric Utility is primarily due to the higher debt retirement costs as well as higher resource costs related to transmission and wheeling (transportation of electric energy from within an electrical grid to an electrical load outside the grid boundaries). In the Solid Waste Utility Fund, expenditures are up primarily in the garbage collections, disposal and recycling accounts resulting from higher contractual services costs.

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

Fund Description	REVENUES - FISCAL YEAR 2021/22				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 1/31/2022	Percentage received	Actual Through 1/31/2021	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 555,810,147	\$ 555,810,147	\$ 289,792,335	52.14%	\$ 267,511,748	\$ 22,280,587	8.33%
Water Utility Fund	49,489,630	49,489,630	27,559,165	55.69%	28,550,082	(990,917)	-3.47%
Sewer Utility Fund	58,344,697	58,344,697	32,707,154	56.06%	23,112,247	9,594,907	41.51%
Cemetery Fund	600,000	600,000	453,944	75.66%	307,735	146,209	47.51%
Solid Waste Utility Fund	33,610,000	33,764,000	17,980,205	53.25%	13,280,199	4,700,006	35.39%
Water Recycling Fund	5,703,831	5,703,831	3,672,122	64.38%	3,466,265	205,857	5.94%
<b>TOTAL REVENUE</b>	<b>\$ 703,558,305</b>	<b>\$ 703,712,305</b>	<b>\$ 372,164,925</b>	<b>52.89%</b>	<b>\$ 336,228,276</b>	<b>\$ 35,936,649</b>	<b>10.69%</b>

Fund Description	EXPENSES - FISCAL YEAR 2021/22				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 1/31/2022	Percentage Used	Actual through 1/31/2021	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 511,251,732	\$ 515,132,550	\$ 285,592,597	55.44%	\$ 230,722,102	\$ 54,870,495	23.78%
Water Utility Fund	47,197,617	47,580,260	23,808,553	50.04%	24,695,748	(887,195)	-3.59%
Sewer Utility Fund	30,565,333	30,707,268	15,540,614	50.61%	18,398,379	(2,857,765)	-15.53%
Cemetery Fund	1,480,235	1,480,235	818,203	55.28%	759,975	58,228	7.66%
Solid Waste Utility Fund	33,323,675	37,135,208	16,707,763	44.99%	11,028,243	5,679,520	51.50%
Water Recycling Fund	5,709,582	5,709,582	3,056,186	53.53%	3,594,177	(537,991)	-14.97%
<b>TOTAL - Operating Appropriations</b>	<b>\$ 629,528,174</b>	<b>\$ 637,745,103</b>	<b>\$ 345,523,916</b>	<b>54.18%</b>	<b>\$ 289,198,624</b>	<b>\$ 56,325,292</b>	<b>19.48%</b>

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

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through January 2022 totaled approximately \$62.8 million, or 23.9% of the amended budget. Expenditures in the Sewer Utility Capital Fund were significantly higher as a result of the Regional Wastewater Facility project, which is managed alongside the City of San José. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2021/22 and FY 2022/23 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures were included as part of the Budgetary Year-End Report for FY 2020/21, approved at the January 14, 2021 Council meeting. These adjustments are reflected below.

**CITY OF SANTA CLARA  
ENTERPRISE CAPITAL IMPROVEMENT FUNDS  
SUMMARY OF EXPENSES**

Fund Description	EXPENSES - FISCAL YEAR 2021/22					Prior Year
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 1/31/2022	Percentage Used	Actual Through 1/31/2021
Electric Utility Fund	\$ 81,042,278	\$ 82,265,773	\$ 163,308,051	\$ 24,160,152	14.79%	\$ 23,878,640
Street Lighting <sup>(1)</sup>	4,054	5,918,610	5,922,664	73,980	1.25%	10,555
Water Utility Fund	10,900,672	2,700,000	13,600,672	4,354,450	32.02%	4,098,592
Sewer Utility Fund	50,901,194	23,050,119	73,951,313	32,536,753	44.00%	8,350,047
Cemetery Fund	60,044	248,365	308,409	19,705	6.39%	-
Solid Waste Utility Fund	670,377	174,826	845,203	671,491	79.45%	192,105
Water Recycling Fund	50,000	-	50,000	-	0.00%	2,063
Convention Center Capital Fund	1,724,000	3,642,265	5,366,265	1,001,689	18.67%	-
<b>TOTAL - CIP Appropriations</b>	<b>\$ 145,352,619</b>	<b>\$ 117,999,958</b>	<b>\$ 263,352,577</b>	<b>\$ 62,818,220</b>	<b>23.85%</b>	<b>\$ 36,532,003</b>

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

### Fund Reserves

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

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2021/22, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

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

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

The table below summarizes select reserve balances.

**CITY OF SANTA CLARA  
RESERVE BALANCES  
January 31, 2022**

<b>DETAIL OF SELECTED FUND RESERVE BALANCES:</b>			
	<b>GENERAL FUND</b>	<b>ELECTRIC</b>	<b>WATER</b>
Budget Stabilization Reserve	\$ 53,615,880		
Capital Projects Reserve	7,275,070		
Land Sale Reserve	20,596,711		
Technology Fee Reserve	1,426,174		
Rate Stabilization Fund Reserve		\$ 44,898,011	
Cost Reduction Fund Reserve		112,838,357	
DVR Power Plant Contracts Reserve		78,163	
Replacement & Improvement			\$ 303,090
<b>TOTALS</b>	<b>\$ 82,913,834</b>	<b>\$ 157,814,531</b>	<b>\$ 303,090</b>

Note: The Capital Projects Reserve includes funding of \$3.2 million set aside for projects programmed in FY 2022/23 through FY 2024/25 in the prior CIP.

### Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The balances reflected in the table are through January 2022. The loan from the General Fund to Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

#### DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

<u>Fund Receiving Advance/Loan</u>	<u>Fund Making Advance/Loan</u>	<u>Type</u>	<u>Amount of Advance/Commitment</u>
Cemetery	General Fund	Advance	\$ 7,961,149
Parks and Recreation Facilities	General Fund	Loan	8,761,865
<b>TOTALS</b>			<b>\$ 16,723,014</b>

### Donations to the City of Santa Clara

Donations received by department during the month of January 2022 and for fiscal year 2021/22 are shown in the table below.

<u>Department</u>	<u>Fiscal Year 2021/22</u>		<u>Designated Use</u>
	<u>Jan-22</u>	<u>Year To Date</u>	
City Manager's Office	\$ -	\$ 115	Help Your Neighbor
Parks & Recreation	50	12,800	Case Management
Parks & Recreation	-	1,675	Wade Brummal
Parks & Recreation	-	50	Roberta Jones Jr. Theater
Police	-	75,000	PD Team 200
<b>TOTALS</b>	<b>\$ 50</b>	<b>\$ 89,640</b>	



# **City of Santa Clara**

The Center of What's Possible

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## **MONTHLY INVESTMENT REPORT**

**January 2022**

# **City of Santa Clara**

## **Monthly Investment Report**

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**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENT PORTFOLIO**

All securities held by the City of Santa Clara as of January 31, 2022 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of January 31, 2022.

	<u>COST VALUE</u>	<u>PERCENTAGE</u>
City	\$90,437,274	99.49%
SOSA	8,493	0.00%
HA	<u>4,049,241</u>	<u>0.51%</u>
Unrestricted	\$794,495,008	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,146,380</u>	
Total Investments	<u>\$796,641,388</u>	

On January 31, 2022 the cost value and market value of the City's unrestricted pooled investment portfolio were \$794,495,008 and \$790,073,442 respectively.

Investment Strategy and Market Update

The City's investment strategy for January 2022 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

On July 14, 2020, City Council approved entering into a contract with PFM Asset Management LLC ("PFM") for the management of the City's investment portfolio. The City has leveraged PFM's extensive investment management experience and dedicated credit and risk management personnel to further diversify the portfolio and enhance returns. PFM began actively managing the City's securities portfolio on September 1, 2020.

As of January 31, 2022, 47.64% of the City's portfolio consists of U.S. Treasury Notes, 27.07% consists of Federal Agencies, 5.64% consists of Local Agency Investment Fund (LAIF), 12.66% consists of investment grade Corporate Notes, 2.31% consists of investment grade Supranational Obligations, 1.45% consists of investment grade Asset-Back Securities, 2.30% consists of Negotiable Certificates of Deposit, and 0.52% consists of investment grade Municipal Bonds. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.

The City's portfolio yield, including LAIF and money market accounts, was 1.19% and the average maturity of the City's portfolio was 1.99 years.

Traditionally the City has compared the portfolio yield to the 24-month moving average yield of the two-year Treasury Note (Benchmark Yield\*). During 2021 annual Investment Policy review, the City evaluated alternate portfolio performance benchmarks in order to establish an independent standard to serve as a measure of the performance of the portfolio and to help guide the maturity structure of the portfolio. The City began using the 24-Month moving average yield of the ICE BaML 0-5 US Treasury Index as benchmark, effective March 23, 2021.

The City's securities portfolio compared to the ICE BaML 0-5 US Treasury Index (Benchmark) as of January 31, 2022 was as follows:

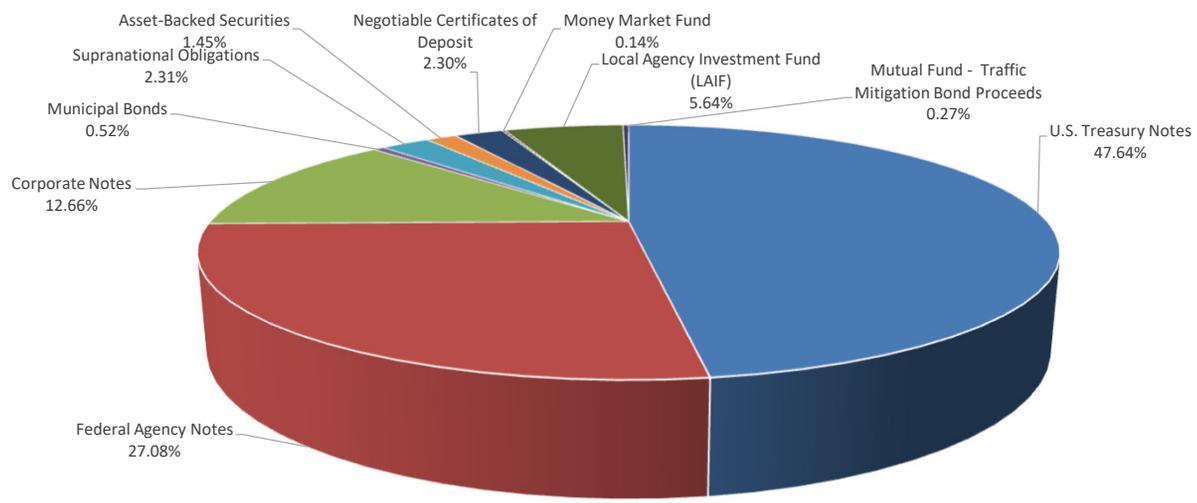
Description	Average Maturity (Years)	Yield to Maturity (At Cost) <sup>1</sup>
Santa Clara Portfolio	2.10	1.28%
Benchmark	2.23	0.35%

1. *Yield to Maturity at Cost: The expected rate of return based on the original cost, annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.*

*The Benchmark yield represents the 24-month moving average yield of the ICE BaML 0-5 US Treasury Index.*

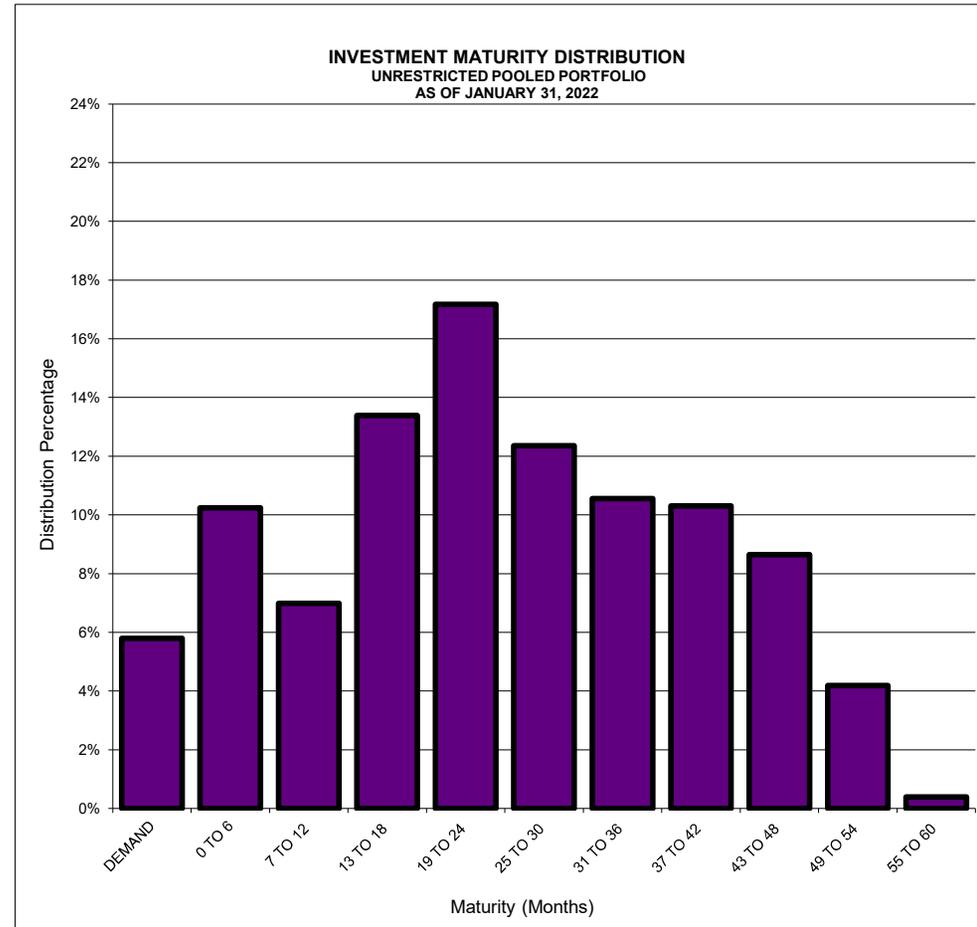
**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS JANUARY 31, 2022**

<u>INVESTMENT TYPE</u>	<u>COST VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	379,481,797	47.64%	No Limit
Federal Agency Notes	215,706,704	27.07%	80%
Corporate Notes	100,890,982	12.66%	15%
Municipal Bonds	4,145,000	0.52%	20%
Supranational Obligations	18,376,628	2.31%	10%
Asset-Backed Securities	11,553,044	1.45%	20%
Negotiable Certificates of Deposit	18,360,000	2.30%	25%
Money Market Fund	1,086,872	0.14%	10% Per Fund
Local Agency Investment Fund (LAIF)	44,893,981	5.64%	\$75 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,146,380	0.27%	10% Per Fund
<b>TOTAL INVESTMENTS</b>	<b>\$ 796,641,388</b>	<b>100.00%</b>	



**INVESTMENT MATURITY DISTRIBUTION  
AS OF JANUARY 31, 2022  
UNRESTRICTED POOLED PORTFOLIO**

<u>MATURITY (IN MONTHS)</u>	<u>COST VALUE</u>	<u>NUMBER OF INVESTMENTS</u>	<u>DISTRIBUTION</u>
DEMAND	\$ 45,980,853 (a)	2	5.79%
0 TO 6	81,365,255	11	10.24%
7 TO 12	55,505,752	13	6.99%
13 TO 18	106,303,072	14	13.38%
19 TO 24	136,377,802	26	17.17%
25 TO 30	98,159,163	17	12.35%
31 TO 36	83,828,514	13	10.55%
37 TO 42	81,929,846	13	10.31%
43 TO 48	68,642,498	13	8.64%
49 TO 54	33,314,385	7	4.19%
55 TO 60	3,087,868	2	0.39%
<b>TOTAL</b>	<b>\$ 794,495,008</b>	<b>131</b>	<b>100.00%</b>



Average Maturity of Unrestricted Pool: 1.99 Years

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

# City of Santa Clara Monthly Report

## 1/31/2022

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	3/2/2015	1.750%	2/28/2022	912828J43	2,800,000.00	AA+	3/3/2017	2,735,687.50	2.24%	2,803,500.00	67,812.50
UNITED STATES TREASURY	3/31/2017	1.875%	3/31/2022	912828W89	5,000,000.00	AA+	1/24/2018	4,902,343.75	2.37%	5,013,700.00	111,356.25
UNITED STATES TREASURY	5/1/2017	1.875%	4/30/2022	912828X47	5,000,000.00	AA+	1/19/2018	4,901,757.81	2.36%	5,020,200.00	118,442.19
UNITED STATES TREASURY	6/1/2015	1.875%	5/31/2022	912828XD7	5,000,000.00	AA+	6/8/2017	5,024,218.75	1.77%	5,025,200.00	981.25
UNITED STATES TREASURY	6/30/2015	2.125%	6/30/2022	912828XG0	25,000,000.00	AA+	12/21/2018	25,448,046.88	1.60%	25,175,750.00	-272,296.88
UNITED STATES TREASURY	7/31/2017	1.875%	7/31/2022	9128282P4	5,000,000.00	AA+	3/26/2018	4,853,515.63	2.59%	5,034,400.00	180,884.37
UNITED STATES TREASURY	8/31/2015	1.875%	8/31/2022	912828L24	5,000,000.00	AA+	9/28/2017	4,991,015.00	1.91%	5,038,500.00	47,485.00
UNITED STATES TREASURY	10/2/2017	1.875%	9/30/2022	9128282W9	5,000,000.00	AA+	4/19/2018	4,820,117.19	2.74%	5,043,150.00	223,032.81
UNITED STATES TREASURY	9/30/2015	1.750%	9/30/2022	912828L57	5,000,000.00	AA+	10/5/2017	4,950,781.25	1.96%	5,038,650.00	87,868.75
UNITED STATES TREASURY	11/2/2015	1.875%	10/31/2022	912828M49	5,000,000.00	AA+	10/25/2017	4,953,515.63	2.07%	5,046,500.00	92,984.37
UNITED STATES TREASURY	11/30/2015	2.000%	11/30/2022	912828M80	5,000,000.00	AA+	12/15/2017	4,960,546.88	2.17%	5,052,550.00	92,003.12
UNITED STATES TREASURY	12/31/2015	2.125%	12/31/2022	912828N30	1,300,000.00	AA+	5/14/2018	1,260,187.50	2.84%	1,315,847.00	55,659.50
UNITED STATES TREASURY	1/15/2020	1.500%	1/15/2023	912828Z29	2,850,000.00	AA+	4/20/2020	2,947,968.75	0.24%	2,868,924.00	-79,044.75
UNITED STATES TREASURY	2/1/2016	1.750%	1/31/2023	912828P38	5,000,000.00	AA+	2/13/2018	4,810,937.50	2.57%	5,045,900.00	234,962.50
UNITED STATES TREASURY	2/29/2016	1.500%	2/28/2023	912828P79	10,000,000.00	AA+	2/27/2018	9,450,000.00	2.68%	10,069,900.00	619,900.00
UNITED STATES TREASURY	3/31/2016	1.500%	3/31/2023	912828Q29	10,000,000.00	AA+	4/10/2018	9,479,290.00	2.62%	10,072,300.00	593,010.00
UNITED STATES TREASURY	3/31/2021	0.125%	3/31/2023	91282CBU4	5,000,000.00	AA+	6/29/2021	4,992,187.50	0.21%	4,955,300.00	-36,887.50
UNITED STATES TREASURY	5/2/2016	1.625%	4/30/2023	912828R28	10,000,000.00	AA+	5/8/2018	9,446,875.00	2.82%	10,085,900.00	639,025.00
UNITED STATES TREASURY	5/31/2016	1.625%	5/31/2023	912828R69	10,000,000.00	AA+	7/16/2018	9,484,375.00	2.76%	10,089,500.00	605,125.00
UNITED STATES TREASURY	7/2/2018	2.625%	6/30/2023	9128284U1	5,030,000.00	AA+	8/26/2021	5,252,616.80	0.22%	5,145,337.90	-107,278.90
UNITED STATES TREASURY	6/30/2016	1.375%	6/30/2023	912828S35	20,000,000.00	AA+	1/17/2019	20,053,710.95	1.31%	20,105,400.00	51,689.05
UNITED STATES TREASURY	7/31/2018	2.750%	7/31/2023	912828Y61	10,000,000.00	AA+	9/18/2018	9,918,710.94	2.93%	10,256,300.00	337,589.06
UNITED STATES TREASURY	8/31/2016	1.375%	8/31/2023	912828D1	5,000,000.00	AA+	9/12/2018	4,657,031.25	2.87%	5,024,600.00	367,568.75
UNITED STATES TREASURY	9/30/2016	1.375%	9/30/2023	912828T26	7,500,000.00	AA+	11/13/2018	6,947,167.97	3.01%	7,536,075.00	588,907.03
UNITED STATES TREASURY	10/15/2020	0.125%	10/15/2023	91282CAP6	5,260,000.00	AA+	3/26/2021	5,248,288.28	0.21%	5,173,315.20	-74,973.08
UNITED STATES TREASURY	10/31/2016	1.625%	10/31/2023	912828T91	5,000,000.00	AA+	1/25/2019	4,787,695.31	2.58%	5,043,950.00	256,254.69
UNITED STATES TREASURY	11/30/2018	2.875%	11/30/2023	9128285P1	9,745,000.00	AA+	6/23/2021	10,349,875.20	0.32%	10,051,480.25	-298,394.95
UNITED STATES TREASURY	11/30/2016	2.125%	11/30/2023	912828U57	10,000,000.00	AA+	2/28/2019	10,251,562.50	1.57%	10,177,300.00	-74,262.50
UNITED STATES TREASURY	1/3/2017	2.250%	12/31/2023	912828V23	5,000,000.00	AA+	3/13/2019	4,957,812.50	2.44%	5,102,550.00	144,737.50
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,000,000.00	AA+	3/26/2021	4,981,445.31	0.26%	4,898,650.00	-82,795.31
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	2,510,000.00	AA+	3/31/2021	2,497,744.14	0.30%	2,459,122.30	-38,621.84
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	11,000,000.00	AA+	6/11/2021	10,972,500.00	0.22%	10,777,030.00	-195,470.00
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,525,000.00	AA+	7/14/2021	5,497,375.00	0.33%	5,413,008.25	-84,366.75
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	5,130,100.00	-277,321.88
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%	1,656,102.50	18,161.08
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%	5,315,147.40	-82,296.15
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%	5,085,150.00	132,415.62
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	6,050,000.00	AA+	8/16/2019	6,332,174.65	1.48%	6,220,852.00	-111,322.65
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	7,331,852.50	78,454.06
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%	5,086,350.00	-49,978.13
UNITED STATES TREASURY	7/15/2021	0.375%	7/15/2024	91282CCL3	5,250,000.00	AA+	9/10/2021	5,246,718.75	0.40%	5,135,340.00	-111,378.75
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	5,104,500.00	-28,815.75
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	2,985,000.00	AA+	3/10/2020	3,149,640.66	0.62%	3,028,491.45	-121,149.21
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%	4,743,302.50	-185,564.69
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%	10,244,900.00	-45,725.00
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%	5,105,650.00	-13,295.31
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%	10,251,600.00	-49,181.25

# City of Santa Clara Monthly Report

1/31/2022

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	4,997,250.00	-241,421.88
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	1,950,000.00	AA+	5/7/2021	2,013,146.48	0.50%	1,948,927.50	-64,218.98
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	6,200,000.00	AA+	3/6/2020	6,850,757.82	0.61%	6,451,162.00	-399,595.82
UNITED STATES TREASURY	8/31/2020	0.250%	8/31/2025	91282CAJ0	16,330,000.00	AA+	8/2/2021	16,153,942.19	0.52%	15,624,544.00	-529,398.19
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,400,000.00	AA+	10/7/2021	5,285,882.83	0.78%	5,153,652.00	-132,230.83
UNITED STATES TREASURY	11/30/2020	0.375%	11/30/2025	91282CAZ4	4,450,000.00	AA+	11/4/2021	4,327,625.00	1.07%	4,260,029.50	-67,595.50
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%	3,653,333.40	-98,622.85
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,025,000.00	AA+	11/30/2021	7,817,478.52	1.01%	7,661,708.25	-155,770.27
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%	3,866,656.50	-39,695.06
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	8,100,000.00	AA+	8/31/2021	8,027,226.56	0.70%	7,776,229.56	-250,997.00
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	5,175,000.00	AA+	12/7/2021	5,035,517.58	1.15%	4,945,468.44	-90,049.14
<b>U.S. Treasury Bond / Note</b>				<b>Subtotal</b>	<b>380,345,000.00</b>			<b>379,481,796.70</b>		<b>380,738,089.40</b>	<b>1,256,292.70</b>
FANNIE MAE	10/6/2017	2.000%	10/5/2022	3135G0T78	5,000,000.00	AA+	1/26/2018	4,890,750.00	2.50%	5,047,650.00	156,900.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	4,950,000.00	AA+	11/25/2020	4,944,357.00	0.29%	4,870,998.00	-73,359.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,230,799.75	0.21%	5,141,609.00	-89,190.75
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	15,156,000.00	-410,089.75
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%	7,542,975.00	43,950.00
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%	9,750,300.00	-300,300.00
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%	1,790,194.20	-74,734.80
<b>FNMA Medium Term Note</b>				<b>Subtotal</b>	<b>49,535,000.00</b>			<b>50,046,550.50</b>		<b>49,299,726.20</b>	<b>-746,824.30</b>
FEDERAL FARM CREDIT BANKS	10/14/2016	1.400%	4/14/2022	3133EGYS8	5,000,000.00	AA+	2/4/2020	4,994,485.00	1.45%	5,011,700.00	17,215.00
FEDERAL FARM CREDIT BANKS	7/19/2019	1.850%	7/19/2022	3133EKVE3	5,000,000.00	AA+	7/17/2019	4,994,300.00	1.89%	5,031,200.00	36,900.00
FEDERAL FARM CREDIT BANKS	8/5/2019	1.850%	8/5/2022	3133EKYJ9	5,000,000.00	AA+	8/13/2019	5,029,800.00	1.64%	5,034,150.00	4,350.00
FEDERAL FARM CREDIT BANKS	11/1/2017	2.080%	11/1/2022	3133EHM91	1,800,000.00	AA+	10/7/2019	1,834,398.00	1.44%	1,818,918.00	-15,480.00
FEDERAL FARM CREDIT BANKS	3/16/2018	2.710%	12/16/2022	3133EJGU7	5,000,000.00	AA+	3/28/2018	5,015,935.00	2.64%	5,095,450.00	79,515.00
FEDERAL FARM CREDIT BANKS	6/19/2018	2.890%	6/19/2023	3133EJSD2	5,000,000.00	AA+	11/28/2018	4,980,250.00	2.98%	5,139,700.00	159,450.00
FEDERAL FARM CREDIT BANKS	1/17/2020	1.600%	7/17/2023	3133ELHZ0	5,000,000.00	AA+	1/16/2020	4,998,200.00	1.61%	5,051,000.00	52,800.00
FEDERAL FARM CREDIT BANKS	8/14/2018	2.900%	8/14/2023	3133EJVV7	5,000,000.00	AA+	9/17/2018	4,977,050.00	3.00%	5,149,250.00	172,200.00
FEDERAL FARM CREDIT BANKS	10/2/2018	3.050%	10/2/2023	3133EJD48	7,575,000.00	AA+	11/27/2018	7,583,620.35	3.02%	7,829,747.25	246,126.90
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%	3,023,529.10	17,434.20
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	5,140,850.00	107,700.00
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%	5,142,400.00	-108,250.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	5,042,850.00	80,000.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,689,367.20	0.56%	7,377,608.40	-311,758.80
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%	9,723,600.00	-259,200.00
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%	9,711,500.00	-286,040.00
<b>FFCB Medium Term Note</b>				<b>Subtotal</b>	<b>89,660,000.00</b>			<b>90,330,490.45</b>		<b>90,323,452.75</b>	<b>-7,037.70</b>
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%	9,700,000.00	-317,640.00
<b>FFCB Coupon Note</b>				<b>Subtotal</b>	<b>10,000,000.00</b>			<b>10,017,640.00</b>		<b>9,700,000.00</b>	<b>-317,640.00</b>
FEDERAL HOME LOAN BANKS	2/17/2012	2.250%	3/11/2022	313378CR0	5,000,000.00	AA+	3/13/2020	5,150,900.00	0.72%	5,012,150.00	-138,750.00
FEDERAL HOME LOAN BANKS	8/15/2013	3.125%	9/9/2022	313383WD9	5,000,000.00	AA+	12/12/2018	5,039,800.00	2.90%	5,076,800.00	37,000.00
FEDERAL HOME LOAN BANKS	10/17/2014	2.375%	9/8/2023	3130A3DL5	5,000,000.00	AA+	9/5/2019	5,164,135.00	1.53%	5,100,000.00	-64,135.00

# City of Santa Clara Monthly Report

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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
FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	5,203,700.00	55,830.00
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%	5,099,850.00	-182,575.00
FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	5,181,150.00	-89,055.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	5,190,800.00	-270,500.00
<b>FHLB Medium Term Note</b>				<b>Subtotal</b>	<b>35,000,000.00</b>			<b>36,516,635.00</b>		<b>35,864,450.00</b>	<b>-652,185.00</b>
FREDDIE MAC	5/7/2020	0.375%	5/5/2023	3137EAER6	5,000,000.00	AA+	5/8/2020	5,014,545.00	0.28%	4,966,050.00	-48,495.00
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	1,640,000.00	AA+	9/4/2020	1,640,761.21	0.24%	1,618,926.00	-21,835.21
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	4,295,000.00	AA+	9/4/2020	4,293,582.65	0.26%	4,239,809.25	-53,773.40
FREDDIE MAC	10/16/2020	0.125%	10/16/2023	3137EA EY1	3,270,000.00	AA+	10/16/2020	3,257,802.90	0.25%	3,215,783.40	-42,019.50
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%	5,014,300.00	-212,660.00
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%	9,006,981.90	-354,754.20
<b>FHLMC Medium Term Note</b>				<b>Subtotal</b>	<b>28,595,000.00</b>			<b>28,795,387.86</b>		<b>28,061,850.55</b>	<b>-733,537.31</b>
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%	10,818,582.45	-238,229.45
INTL BANK OF RECONSTRUCTION AND DEV	4/20/2021	0.126%	4/20/2023	459058JV6	7,335,000.00	AAA	4/20/2021	7,319,816.55	0.23%	7,260,696.45	-59,120.10
<b>Supranational</b>				<b>Subtotal</b>	<b>18,400,000.00</b>			<b>18,376,628.45</b>		<b>18,079,278.90</b>	<b>-297,349.55</b>
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%	1,435,948.80	5,948.80
LOS ANGELES COMMUNITY COLLEGE DISTRICT C	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,636,753.70	-78,246.30
<b>Municipals</b>				<b>Subtotal</b>	<b>4,145,000.00</b>			<b>4,145,000.00</b>		<b>4,072,702.50</b>	<b>-72,297.50</b>
3M COMPANY	9/14/2018	3.250%	2/14/2024	88579YBB6	5,000,000.00	A+	11/29/2021	5,241,250.00	1.03%	5,194,750.00	-46,500.00
ADOBE INC	1/26/2015	3.250%	2/1/2025	00724FAC5	4,000,000.00	A+	1/26/2022	4,183,680.00	1.68%	4,167,880.00	-15,800.00
ALPHABET INC	4/27/2016	3.375%	2/25/2024	02079KAB3	5,330,000.00	AA+	11/23/2021	5,642,444.60	0.75%	5,549,489.40	-92,955.20
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	4,245,000.00	AA	5/12/2021	4,238,802.30	0.50%	4,153,308.00	-85,494.30
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%	5,157,100.00	-183,000.00
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/29/2021	5,355,200.00	0.84%	5,157,100.00	-198,100.00
BANK OF AMERICA	7/23/2013	4.100%	7/24/2023	06053FAA7	4,070,000.00	A-	9/15/2020	4,482,494.50	0.52%	4,239,719.00	-242,775.50
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%	8,629,830.00	-396,090.00
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%	5,478,023.50	-194,650.00
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%	2,514,136.95	-20,457.45
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%	4,938,300.00	-159,600.00
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%	4,825,750.00	-82,850.00
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%	4,791,300.00	-232,250.00
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%	2,636,266.00	-38,734.00
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%	2,271,742.20	-68,257.80
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%	5,049,050.00	-164,400.00
MERCK & CO INC	3/7/2019	2.900%	3/7/2024	58933YAU9	5,375,000.00	A+	11/23/2021	5,623,916.25	0.85%	5,541,195.00	-82,721.25
MICROSOFT CORP	2/6/2017	2.875%	2/6/2024	594918BX1	5,000,000.00	AAA	11/29/2021	5,202,600.00	1.00%	5,143,300.00	-59,300.00
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%	5,137,950.00	-203,750.00
TARGET CORP	1/24/2022	1.950%	1/15/2027	87612EBM7	990,000.00	A	1/24/2022	988,317.00	1.99%	988,891.20	574.20

# City of Santa Clara Monthly Report

1/31/2022

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
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%	5,985,930.00	-113,704.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	649,611.60	-9,543.60
<b>Corporate Note</b>				<b>Subtotal</b>	<b>98,045,000.00</b>			<b>100,890,981.75</b>		<b>98,200,622.85</b>	<b>-2,690,358.90</b>
CARMAX AUTO OWNER TRUST	4/21/2021	0.520%	2/17/2026	14314QAC8	2,375,000.00	AAA	4/21/2021	2,374,488.19	0.52%	2,353,197.50	-21,290.69
DISCOVER CARD EXECUTION	9/27/2021	0.580%	9/15/2026	254683CP8	2,100,000.00	AAA	9/27/2021	2,099,550.39	0.58%	2,053,506.00	-46,044.39
NOTE TRUST											
HONDA AUTO RECEIVABLES	11/24/2021	0.880%	1/21/2026	43815GAC3	1,615,000.00	NR	11/24/2021	1,614,659.56	0.89%	1,596,815.10	-17,844.46
OWNER T											
HYUNDAI AUTO RECEIVABLES	4/28/2021	0.380%	9/15/2025	44933LAC7	1,575,000.00	AAA	4/28/2021	1,574,834.31	0.38%	1,558,541.25	-16,293.06
TRUST											
HYUNDAI AUTO RECEIVABLES	11/17/2021	0.740%	5/15/2026	44935FAD6	1,245,000.00	AAA	11/17/2021	1,244,722.12	0.75%	1,228,068.00	-16,654.12
TRUST											
TOYOTA AUTO RECEIVABLES	9/27/2021	0.430%	1/15/2026	89239BAC5	2,645,000.00	AAA	9/27/2021	2,644,789.19	0.43%	2,601,331.05	-43,458.14
OWNER											
<b>Asset-Backed Security</b>				<b>Subtotal</b>	<b>11,555,000.00</b>			<b>11,553,043.76</b>		<b>11,391,458.90</b>	<b>-161,584.86</b>
BARCLAYS BANK PLC	2/12/2021	0.290%	2/4/2022	06742TWL6	11,000,000.00	A-1	2/12/2021	11,000,000.00	0.29%	11,000,220.00	220.00
HSBC BANK USA NA	2/26/2021	0.250%	2/25/2022	40435RKU4	7,360,000.00	A-1	2/26/2021	7,360,000.00	0.25%	7,360,736.00	736.00
<b>Certificate of Deposit</b>				<b>Subtotal</b>	<b>18,360,000.00</b>			<b>18,360,000.00</b>		<b>18,360,956.00</b>	<b>956.00</b>
WELLS FARGO PUBLIC			2/1/2022	992995944	1,086,872.51		9/1/2020	1,086,872.51	0.07%	1,086,872.51	-
INSTITUTION											
LOCAL AGENCY INVESTMENT			2/1/2022		44,893,981.38		9/30/1997	44,893,981.38	0.62%	44,893,981.38	-
FUND											
DREYFUS TREASURY			2/1/2022		2,146,379.73		10/31/1997	2,146,379.73	0.03%	2,146,379.73	-
<b>Cash Equivalent</b>				<b>Subtotal</b>	<b>48,127,233.62</b>			<b>48,127,233.62</b>		<b>48,127,233.62</b>	<b>-</b>
<b>Grand Total</b>			<b>Count</b>	<b>132</b>	<b>791,767,233.62</b>			<b>796,641,388.09</b>		<b>792,219,821.67</b>	<b>(4,421,566.42)</b>

## FY 2021/22 Budget Amendments

General Fund (001)			
Department/Item	Source of Funds	Use of Funds	Explanation
Transfer in from the Storm Drain Capital Fund / General Fund - Capital Projects Reserve	565,000	565,000	Recognizes a transfer from the Storm Drain Capital Fund and increases the General Fund - Capital Projects Reserve in the amount of \$565,000 to return project savings from the Laurelwood Pump Station Rehabilitation project. These savings are expected to be used to fund other Storm Drain needs as part of the FY 22/23 and FY 23/24 Proposed CIP Biennial Budget <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Fire Department - Other Agencies Revenue (Wildland Deployment Reimbursements)	1,792,424		Recognizes wildland deployment reimbursements for the FY 2021/22 incidents including the Bechworth, River, Dixie, Caldor, KNP Complex, and Fawn incidents and the FY 2020/21 North Complex USAR Support incident and appropriates the funding to cover the associated costs and support Fire Department operations. Of this amount, \$1,212,770 is recommended to be allocated to the Fire Department and \$579,654 is recommended to be transferred to the Vehicle Replacement Fund to fund a portion of the cost to replace a fire engine <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Fire Department		1,082,424	Increases the Fire Department budget by a net \$1,082,424. This reflects an increase of \$1,212,770 from wildland deployment reimbursements to cover the associated costs and support Fire Department operations. This increase is partially offset by a reduction of \$130,346 to reflect the reallocation of capital outlay funding designated for a fire engine replacement from the Fire Department budget to the Vehicle Replacement Fund <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Transfer to the Vehicle Replacement Fund		710,000	Establishes a transfer to the Vehicle Replacement Fund of \$710,000 to replace a fire engine. This amount will be funded from the wildland deployment reimbursement (\$579,654) and by reallocating \$130,436 from the Fire Department's Capital Outlay budget that was designated to replace a fire engine <b>(five affirmative Council votes required to appropriate additional revenue)</b> .

## FY 2021/22 Budget Amendments

### General Fund (001)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the Parks and Recreation Capital Fund/Land Sale Reserve	135,559	135,559	Increases the Transfer from the Parks and Recreation Capital Fund and allocates the funding to the Land Sale Reserve as partial repayment of the loan for the Reed Street - Grant Street Sports Parks Project. This reflects the transfer of reimbursements previously received from Comcast and AT&T that were recognized in the Parks and Recreation Capital Fund. In 2019, the City completed a utility joint trench for utilities along Reed Street and Grant Street. Comcast and AT&T reimbursed the City for their portion of costs for the joint trench work as part of the construction of the project <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
Transfer to the Fire Department Operating Grant Trust Fund		63	Establishes a transfer of \$63 to the Fire Grant Trust Fund to correct the Assistance to Firefighters Grant COVID Supplemental city match from \$508 to \$571, as required by the granting agency. The grant requires the City to provide a city match of 10% of the total grant award of \$5,709 <b>(five affirmative Council votes required for the use of unused balances)</b> .
Budget Stabilization Reserve		(63)	Decreases the Budget Stabilization Reserve to offset the actions above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	<b>2,492,983</b>	<b>2,492,983</b>	

### Convention Center Capital Fund (865)

Department/Item	Source of Funds	Use of Funds	Explanation
Santa Clara Convention Center Condition Assessment Repair		4,430	Increases the Santa Clara Convention Center Condition Assessment Repair Project to allocate a refund received related to an emergency door repair overpayment. Additionally, the Convention Center received proceeds from recycling aluminum strips that were removed from the walls, as they were no longer needed <b>(five affirmative Council votes required for the use of unused balances)</b> .
Ending Fund Balance		(4,430)	Decreases the ending fund balance to offset the action recommended above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	-	-	

## FY 2021/22 Budget Amendments

### Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue	(252,669)		Decreases the estimate for Other Agencies Revenue by \$252,669 as grant funding is no longer anticipated to be received for the Clean Energy and Carbon Reduction project <b>(majority affirmative Council votes required)</b> .
Clean Energy and Carbon Reduction		(252,669)	Decreases the Clean Energy and Carbon Reduction project by \$252,699 to reflect a reduction in budget as grant funding is no longer anticipated to be received. Work associated with this grant will no longer be performed, however, other battery installations will still move forward <b>(majority affirmative Council votes required)</b> .
Other Revenue - Funding Shift for Transmission System Reinforcement Project		-	Shifts funding in the Other Revenue category for the Transmission System Reinforcement project from Developer Contributions to Load Development Fee. The budgeted amount will remain \$5.8 million. <b>(majority affirmative Council votes required)</b> .
	<u>(252,669)</u>	<u>(252,669)</u>	

### Fire Operating Grant Trust Fund (178)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer from the General Fund/Assistance to Firefighters Grant COVID Supplemental Grant - City Match	63	63	Establishes a transfer of \$63 from the General Fund and increases the Assistance to Firefighters Grant COVID Supplemental Grant - City Match by \$63. This action increases the city match from \$508 to \$571, as required by the granting agency. The grant requires a city match of 10% of the total grant award of \$5,709 <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
State Homeland Security Grant Program 2018 - Radiation Detection Backpacks	(87,392)	(87,392)	Decreases the 2018 State Homeland Security Grant award appropriation and revenue for Radiation Detection Backpacks by \$87,392, as the equipment was awarded under the Bay Area Urban Securities Initiative grant program in FY 2021/22 <b>(majority affirmative Council votes required)</b> .
State Homeland Security Grant Program 2018 - Mass Spectroscopy Devices	3,473	3,473	Increases the 2018 State Homeland Security Grant award appropriation and revenue for Mass Spectroscopy Devices by \$3,473, to include additional grant funds awarded by the granting agency for sales tax reimbursement of the equipment <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	<u>(83,856)</u>	<u>(83,856)</u>	

## FY 2021/22 Budget Amendments

### Housing and Urban Development Fund (562)

Department/Item	Source of Funds	Use of Funds	Explanation
HOME Investment Partnerships - American Rescue Plan	80,205	80,205	Recognizes and appropriates grant funded awarded for the HOME Investment Partnership - American Rescue Plan Program. This amount reflects 5% of the total grant agreement of \$1,604,104. The remaining grant amount will be appropriated once the Community Development Department completes a substantial amendment and a second grant agreement is signed <b>(five affirmative Council votes required to appropriate additional revenue)</b> .
	80,205	80,205	

### Parks and Recreation Capital Fund (532)

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer to the General Fund - Land Sale Reserve (Loan Repayment for Reed and Grant Sports Park)		135,559	Increases the Transfer to the General Fund - Land Sale Reserve by \$135,559 as partial repayment of the loan for the Reed Street - Grant Street Sports Parks Project. This reflects the transfer of reimbursements previously received from Comcast and AT&T that were recognized in the Parks and Recreation Capital Fund. In 2019, the City completed a utility joint trench for utilities along Reed Street and Grant Street. Comcast and AT&T reimbursed the City for their portion of costs for the joint trench work as part of the construction of the project. Because this project has been completed, these reimbursements are recommended to partially repay the project loan <b>(five affirmative Council votes required for the use of unused balances)</b> .
Ending Fund Balance		(135,559)	Decreases the Ending Fund Balance to offset the action above <b>(five affirmative Council votes required for the use of unused balances)</b> .
	-	-	

## FY 2021/22 Budget Amendments

### Storm Drain Capital Fund (535)

Department/Item	Source of Funds	Use of Funds	Explanation
Laurelwood Pump Station Rehabilitation		(565,000)	Decreases the Laurelwood Pump Station Rehabilitation Project by \$565,000 based on anticipated project savings. These funds are recommended to be returned to the General Fund - Capital Projects Reserve ( <b>majority affirmative Council votes required</b> ).
Transfer to the General Fund - Capital Projects Reserve		565,000	Establishes a transfer to the General Fund - Capital Projects Reserve in the amount of \$565,000 to return project savings from the Laurelwood Pump Station Rehabilitation project. These savings are expected to be used to fund other Storm Drain needs as part of the FY 22/23 and FY 23/24 Proposed CIP Biennial Budget ( <b>majority affirmative Council votes required</b> ).
	-	-	

### Streets and Highways Capital Fund (533)

Department/Item	Source of Funds	Use of Funds	Explanation
Pedestrian and Bicycle Enhancement Facilities		(750,000)	Decreases the Pedestrian and Bicycle Enhancement Facilities Project by \$750,000 to provide funding for the Santa Clara School Access Improvement Project ( <b>majority affirmative Council votes required</b> ).
Santa Clara School Access Improvement Project		750,000	Increases the Santa Clara School Access Improvement Project by \$750,000 (from \$1,454,288 to \$2,204,288) based on updated project cost estimates. Project cost estimates have increased due to the introduction of a traffic signal modification at one location, which was not previously included in the project plan. This project is anticipated to go to bid and be awarded in FY 2021/22 ( <b>majority affirmative Council votes required</b> ).
	-	-	

**FY 2021/22 Budget Amendments**

**Vehicle Replacement Fund (050)**

Department/Item	Source of Funds	Use of Funds	Explanation
Transfer in from the General Fund / Capital Outlay	710,000	710,000	Recognizes a transfer from the General Fund in the amount of \$710,000 and increases the Capital Outlay budget by the same amount. Funding is provided from the Fire Department budget and wildland deployment reimbursements to purchase a fire engine. The new engine will replace a reserve fire engine that was not previously part of the replacement schedule. The replacement amortization for this engine will be incorporated into the FY 22/23 Proposed Operating Budget ( <b>five affirmative Council votes required to appropriate additional revenue</b> ).
	<u>710,000</u>	<u>710,000</u>	



## Agenda Report

22-113

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLARS

Deliver and Enhance High Quality Efficient Services and Infrastructure, and Promote Sustainability and Environmental Protection

#### BACKGROUND

The City of Santa Clara's stormwater discharges are regulated by a Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) issued by the California Regional Water Quality Control Board (RWQCB). One of the provisions of the MRP requires permittees to achieve no visual impact from trash (100 percent trash load reduction) in the stormwater system by 2022. In 2021 the City achieved an 84 percent trash load reduction through a combination of full trash capture (FTC) netting systems at the Westside Retention Basin; 574 FTC devices installed in individual stormwater catch basins located in City streets; enhanced commercial/industrial street sweeping; and the implementation of single-use carryout bag and expanded polystyrene foam food service ware ordinances.

An FTC device is a 5-millimeter mesh screen that traps particles such as cans, plastics, paper, cigarette butts and other debris from the stormwater system before they enter creeks and rivers in route to the San Francisco Bay. Devices have been strategically installed at higher trash load generating locations which yields larger amounts of reduction credit. Future trash load reductions will need to be achieved by installing devices in medium trash load generating locations. The City's urban runoff pollution prevention consultant, EOA, Inc. has identified 470 catch basin inlets in which to install additional FTC devices to achieve the 100 percent trash load reduction mandate.

#### DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Proposals (RFP) was conducted for this procurement, with the award recommendation based on "best value." The factors considered in the evaluation were proposal content/structure, experience, technical capability, and cost.

In January 2022, an RFP for the Purchase and Installation of FTC Catch Basin Inserts was published using the City's e-procurement system. Four proposals were received from the following firms:

- DownStream Services, Inc.
- Revel Environmental Manufacturing, Inc.
- Safe Drain Stormwater Holdings, Inc.
- United Storm Water, Inc.

Proposals were independently evaluated by a three-member evaluation team comprised of three representatives from the Department of Public Works. Staff recommends award of contract to Revel Environmental Manufacturing, Inc. (REM) for having submitted the best value proposal. In their proposal REM demonstrated the following:

- A proven track record with installing FTC devices in 25 municipalities covered under the same MRP, including Santa Clara;
- The best installation progress reports;
- A Google Earth overlay feature showing the location and device configuration details; and
- The lowest cost.

Under the proposed agreement, REM will provide and install the FTC catch basin inserts at 470 locations in the first year of the contract. In addition, there are four, one-year options to extend the term of the agreement for a total of five years to install additional FTC catch basin inserts to comply with future RWQCB mandated trash load reduction requirements. Pricing will be fixed for the initial one-year term. After the initial term, price adjustments will be considered subject to approval by the City.

### **ENVIRONMENTAL REVIEW**

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

### **FISCAL IMPACT**

The amount paid to REM over the initial one-year term of the agreement to purchase and install FTC devices shall not exceed \$301,000, which includes a 10 percent contingency. Funds are available in the Storm Drain Capital Improvement Project Fund's Urban Runoff Pollution Prevention Program project.

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

### **RECOMMENDATION**

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

the Agreement, subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager

**ATTACHMENT**

1. Agreement

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
REVEL ENVIRONMENTAL MANUFACTURING, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Revel Environmental Manufacturing, Inc, a California corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A1, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

Exhibit A2 – Product Warranty

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 19, 2022 and terminate on April 30, 2023.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms through April 30, 2027 (“Option Periods”), subject to the appropriation of funds. See Exhibit E for Notice of Exercise to Option to Extend Agreement Form.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A1 within the time stated in Exhibit A1. Time is of the essence.

**4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

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

## 6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Three Hundred One Thousand Dollars (\$301,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## 7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## 8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## 9. NO THIRD PARTY BENEFICIARY

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

**10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

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

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

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

City of Santa Clara  
Attention: Public Works Department – Street Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [dstaub@santaclaraca.gov](mailto:dstaub@santaclaraca.gov), and [street@santaclaraca.gov](mailto:street@santaclaraca.gov)

And to Contractor addressed as follows:

Revel Environmental Manufacturing, Inc.  
Attention: Marcel Sloane  
960-B Detroit Avenue  
Concord, CA 94518  
and by e-mail at [marcel@remfilters.com](mailto:marcel@remfilters.com)

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

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**REVEL ENVIRONMENTAL MANUFACTURING, INC.**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Marcel Sloane

Title: Regional Manager

Principal Place of Business Address: 960-B Detroit Avenue  
Concord, CA 94518

Email Address: marcel@remfilters.com

Telephone: (925) 676-4736

Fax: (925) 676-8676

"CONTRACTOR"

## **EXHIBIT A1 SCOPE OF SERVICES**

The following Scope of Services defines the services and responsibilities of Contractor and City to provide and install full trash capture<sup>1</sup> (FTC) catch basin inserts at various trans management areas in the city.

The Scope of Services, including Exhibit A1 and Contractor's proposal response dated February 11, 2022 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

### **1. Introduction/Background**

- 1.1. The Municipal Regional Stormwater NPDES Permit (MRP) requires permittees to achieve no visual impact from trash by the year 2022. The City has been divided into thirteen trash management areas (TMA). The City's Long Term Trashload Reduction Plan calls for the installation of FTC catch basin inserts to meet the trash reduction requirements described in the MRP.
- 1.2. During FY 2021/2022, the City is planning to purchase and install 470 FTC catch basin inserts<sup>1</sup>. The City has the option to purchase and request installation of additional FTC catch basin inserts during the term of the agreement in order to maintain 100% trashload reduction.

### **2. Service Requirements**

- 2.1. Contractor will provide all labor, parts, materials, and equipment to provide and install FTC catch basin inserts as specified herein.
- 2.2. Installation will begin upon execution of agreement and all FTC catch basin inserts shall be installed by September 30, 2022. Time extensions may be granted by the City on a day to day basis due to supply issues should the delivery of devices take more than 60 days. Contractor must contact the City immediately should any delays in device delivery arise.
- 2.3. Contractor will follow all applicable state, federal, local laws and policies when providing services. In addition, Contractor will follow all industry standards for installation of FTC catch basin inserts.
- 2.4. Contractor will coordinate with the City's Project Manager prior to any installation.

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<sup>1</sup> Full trash capture devices are defined as "any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the leak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Full capture systems are approved by the San Francisco Bay Regional Water Quality Control Board.

- 2.5. Pre-Installation Meeting (Virtual or In-Person): Contractor and City will review and discuss operation plans including project timelines, field assessment, fabrication, catch basin cleaning, barricades and no parking signage, installation, project updates and communication, and operational hours.
- 2.6. Field Assessment: Contractor will confirm and/or refine location information, measure and assess each catch basin structure to develop an initial FTC device installation plan, and to identify any issues that may affect the installation process (i.e. catch cleaning requirement, barricades and signage).
- 2.7. Contractor will submit initial installation plan to City Project Manager for approval utilizing a “working spread-sheet” listing each location with corresponding plan details.
- 2.8. Contractor will acquire all materials and begin device fabrication.
- 2.9. After City approval of installation plan Contractor will proceed with the installation process per approved plan. Contractor will note any unanticipated issues specific to each location during the field installation process. Contractor will update the “working spread-sheet” to consolidate the information for the City Project Manager to review and approve of necessary plan changes.
- 2.10. Contractor will be available for field post-installation walk-throughs as necessary for acceptance by City Project Manager.

### **3. Estimated Project Manhour Resource Requirements**

- 3.1. Contractor estimates the following project manhour resource requirements:
  - 3.1.1. Assessment: (10 to 15) 8-hour field days
  - 3.1.2. Fabrication: (10 to 15) 2-person 8-hour shop warehouse days
  - 3.1.3. Installation: (55 to 60) 2 and 3-person crew 8-hour field days
  - 3.1.4. Project Management: (5 to 8) 8-hour office and field days
  - 3.1.5. Administration: (3 to 5) 8-hour office days

### **4. FTC Catch Basin Inserts Minimum Requirements**

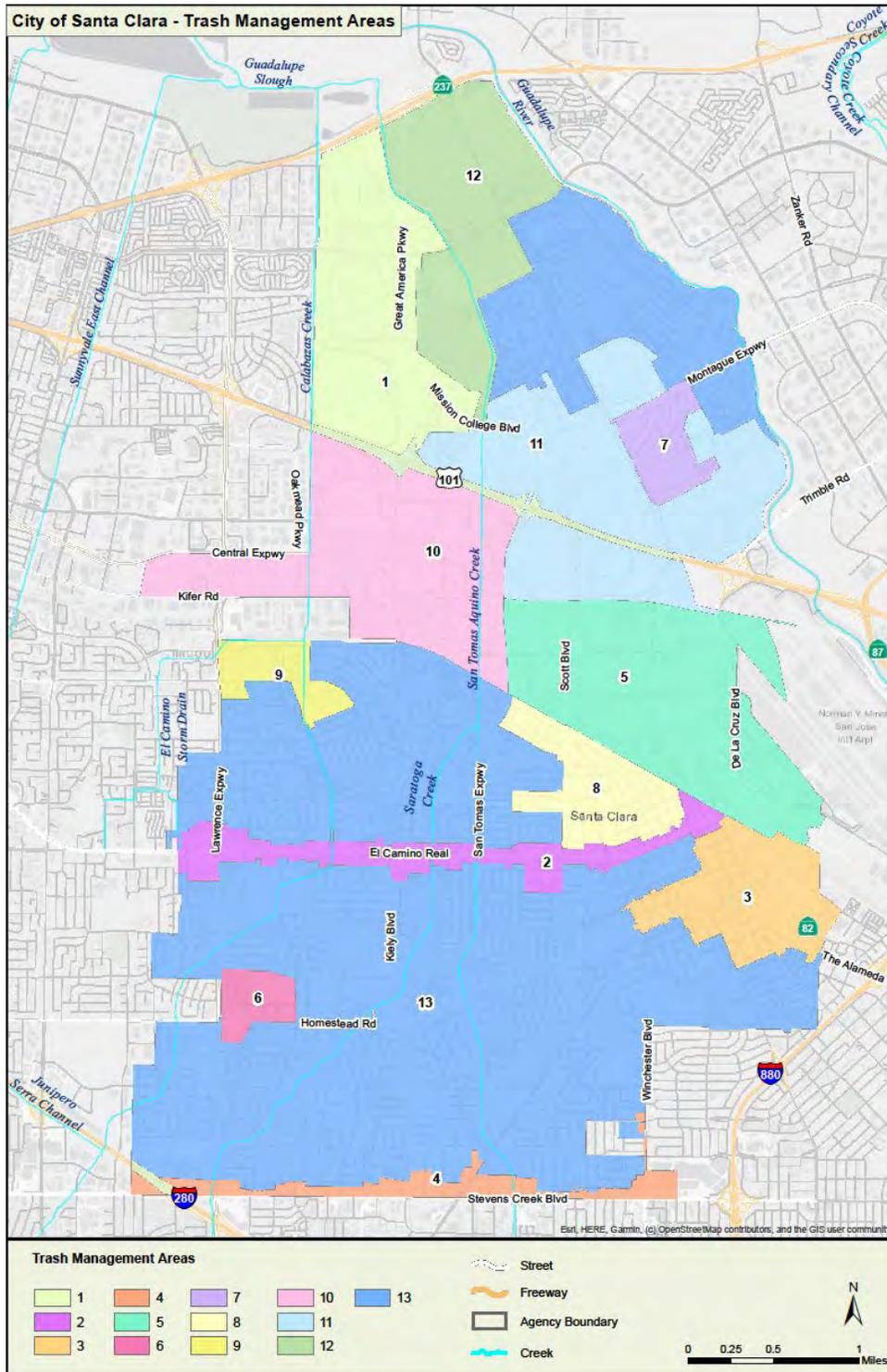
- 4.1. Must be certified by the State Water Resources Control Board and at a minimum should be designed to trap all particles retained by a 5 mm mesh screen and have a treatment capacity that exceed the peak flow rate resulting from a one-year, one-hour storm.
- 4.2. Devices that utilize a pipe connector screen are preferred and should be used in all locations where feasible.

4.3. Device specifications for the device Contractor will provide can be found in the following link:  
[https://www.casqa.org/sites/default/files/downloads/rem\\_inc.\\_ftc\\_device\\_fact\\_sheet\\_triton\\_perf-ftc\\_2021\\_1.pdf](https://www.casqa.org/sites/default/files/downloads/rem_inc._ftc_device_fact_sheet_triton_perf-ftc_2021_1.pdf)

## **5. Trash Management Area Map**

5.1. The City of Santa Clara Trash Management Area is identified in the below map and this Scope of Services (See next page).

# City of Santa Clara Trash Management Area



5.2. A summary of the proposed catch basin locations for each of the targeted TMAs is provided in the below table:

**Proposed Catch Basin Locations**

Row #	Latitude	Longitude	Trash Generation	TMA
1	37.3889	-121.9865	High	1
2	37.3888	-121.9859	High	1
3	37.3886	-121.9859	High	1
4	37.3499	-121.9327	Mod	3
5	37.3246	-121.9765	Mod	4
6	37.3248	-121.9752	Mod	4
7	37.3244	-121.9951	High	4
8	37.3237	-121.9928	High	4
9	37.3298	-121.9504	High	4
10	37.373	-121.9656	Mod	5
11	37.3636	-121.9412	Mod	5
12	37.3632	-121.9413	Mod	5
13	37.374	-121.9593	Mod	5
14	37.374	-121.9597	Mod	5
15	37.3619	-121.9369	Mod	5
16	37.3611	-121.9377	Mod	5
17	37.3664	-121.9519	Mod	5
18	37.3662	-121.9518	Mod	5
19	37.3608	-121.9386	Mod	5
20	37.3699	-121.9548	Mod	5
21	37.3698	-121.9547	Mod	5
22	37.3703	-121.9458	Mod	5
23	37.3619	-121.9369	Mod	5
24	37.3618	-121.9367	Mod	5
25	37.3607	-121.9389	Mod	5
26	37.3649	-121.9556	Mod	5
27	37.361	-121.9389	Mod	5
28	37.3606	-121.9411	Mod	5
29	37.3607	-121.9417	Mod	5
30	37.3605	-121.9417	Mod	5
31	37.3601	-121.9415	Mod	5
32	37.3564	-121.935	Mod	5
33	37.3603	-121.9351	Mod	5
34	37.3604	-121.935	Mod	5
35	37.3716	-121.9428	Mod	5
36	37.3717	-121.9427	Mod	5

Row #	Latitude	Longitude	Trash Generation	TMA
37	37.3711	-121.9425	Mod	5
38	37.3712	-121.9422	Mod	5
39	37.3698	-121.9417	Mod	5
40	37.3698	-121.9413	Mod	5
41	37.3746	-121.9578	Mod	5
42	37.3745	-121.9578	Mod	5
43	37.3745	-121.9578	Mod	5
44	37.3742	-121.9578	Mod	5
45	37.3663	-121.9621	Mod	5
46	37.3662	-121.9621	Mod	5
47	37.3663	-121.9604	Mod	5
48	37.3662	-121.9604	Mod	5
49	37.3661	-121.9597	Mod	5
50	37.3661	-121.9593	Mod	5
51	37.3661	-121.9583	Mod	5
52	37.3663	-121.9582	Mod	5
53	37.3665	-121.9586	Mod	5
54	37.3677	-121.9592	Mod	5
55	37.3694	-121.9593	Mod	5
56	37.3694	-121.96	Mod	5
57	37.3696	-121.96	Mod	5
58	37.3696	-121.9622	Mod	5
59	37.3694	-121.9622	Mod	5
60	37.3694	-121.9636	Mod	5
61	37.3694	-121.9632	Mod	5
62	37.369	-121.9566	Mod	5
63	37.365	-121.9567	Mod	5
64	37.3641	-121.9565	Mod	5
65	37.3641	-121.9564	Mod	5
66	37.365	-121.955	Mod	5
67	37.365	-121.9537	Mod	5
68	37.3649	-121.9538	Mod	5
69	37.365	-121.9525	Mod	5
70	37.3649	-121.9525	Mod	5
71	37.365	-121.9513	Mod	5
72	37.3594	-121.9406	Mod	5
73	37.3669	-121.9504	Mod	5
74	37.3678	-121.9504	Mod	5
75	37.3683	-121.9504	Mod	5
76	37.3683	-121.9501	Mod	5
77	37.3699	-121.9505	Mod	5

<b>Row #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Trash Generation</b>	<b>TMA</b>
78	37.3697	-121.9505	Mod	5
79	37.3713	-121.9504	Mod	5
80	37.3713	-121.9501	Mod	5
81	37.3732	-121.9504	Mod	5
82	37.3584	-121.9473	Mod	5
83	37.3584	-121.9473	Mod	5
84	37.3602	-121.9494	Mod	5
85	37.3601	-121.9494	Mod	5
86	37.3613	-121.95	Mod	5
87	37.3612	-121.95	Mod	5
88	37.3611	-121.9513	Mod	5
89	37.361	-121.9513	Mod	5
90	37.3619	-121.95	Mod	5
91	37.3619	-121.9499	Mod	5
92	37.3619	-121.9494	Mod	5
93	37.362	-121.9487	Mod	5
94	37.3627	-121.9498	Mod	5
95	37.3624	-121.9498	Mod	5
96	37.3624	-121.9502	Mod	5
97	37.363	-121.9493	Mod	5
98	37.3635	-121.9506	Mod	5
99	37.3634	-121.9506	Mod	5
100	37.3626	-121.9519	Mod	5
101	37.3625	-121.9521	Mod	5
102	37.3624	-121.9518	Mod	5
103	37.3625	-121.9532	Mod	5
104	37.3625	-121.9541	Mod	5
105	37.3632	-121.9556	Mod	5
106	37.3633	-121.9556	Mod	5
107	37.3739	-121.9649	Mod	5
108	37.3727	-121.9594	Mod	5
109	37.3713	-121.9597	Mod	5
110	37.3699	-121.9565	Mod	5
111	37.3697	-121.9564	Mod	5
112	37.3664	-121.9407	Mod	5
113	37.3669	-121.9413	Mod	5
114	37.3679	-121.9417	Mod	5
115	37.3646	-121.9396	Mod	5
116	37.3589	-121.941	Mod	5
117	37.3589	-121.9404	Mod	5
118	37.3585	-121.9405	Mod	5

Row #	Latitude	Longitude	Trash Generation	TMA
119	37.3591	-121.9397	Mod	5
120	37.3583	-121.9386	Mod	5
121	37.3586	-121.9366	Mod	5
122	37.3597	-121.9364	Mod	5
123	37.3605	-121.9352	Mod	5
124	37.3586	-121.9333	Mod	5
125	37.3702	-121.9471	Mod	5
126	37.37	-121.9471	Mod	5
127	37.37	-121.9491	Mod	5
128	37.3699	-121.949	Mod	5
129	37.3632	-121.9462	Mod	5
130	37.3632	-121.9463	Mod	5
131	37.3633	-121.9467	Mod	5
132	37.3632	-121.9467	Mod	5
133	37.3567	-121.9352	High	5
134	37.3581	-121.9388	High	5
135	37.3574	-121.9371	High	5
136	37.3594	-121.9448	High	5
137	37.3595	-121.9446	High	5
138	37.3607	-121.9454	High	5
139	37.3606	-121.9455	High	5
140	37.3603	-121.9483	High	5
141	37.3645	-121.9499	High	5
142	37.3645	-121.9496	High	5
143	37.3662	-121.9486	High	5
144	37.3649	-121.9513	High	5
145	37.3666	-121.944	High	5
146	37.3664	-121.9417	High	5
147	37.3663	-121.9413	High	5
148	37.3648	-121.9424	High	5
149	37.3646	-121.9423	High	5
150	37.3635	-121.9441	High	5
151	37.3634	-121.9441	High	5
152	37.3634	-121.9417	High	5
153	37.3568	-121.9325	Very High	5
154	37.3585	-121.9331	Very High	5
155	37.3841	-121.9511	Mod	7
156	37.3891	-121.9532	High	7
157	37.391	-121.9509	High	7
158	37.3899	-121.9529	High	7
159	37.3896	-121.9533	High	7

Row #	Latitude	Longitude	Trash Generation	TMA
160	37.3558	-121.9528	Mod	8
161	37.3557	-121.9527	Mod	8
162	37.3597	-121.9548	Mod	8
163	37.3596	-121.9547	Mod	8
164	37.3598	-121.9545	Mod	8
165	37.3597	-121.9544	Mod	8
166	37.3588	-121.9511	Mod	8
167	37.3587	-121.9509	Mod	8
168	37.3588	-121.951	Mod	8
169	37.3594	-121.9563	Mod	8
170	37.3593	-121.9563	Mod	8
171	37.3604	-121.954	Mod	8
172	37.3604	-121.9538	Mod	8
173	37.3603	-121.9538	Mod	8
174	37.3599	-121.9528	Mod	8
175	37.3598	-121.9523	Mod	8
176	37.3597	-121.9523	Mod	8
177	37.3598	-121.9519	Mod	8
178	37.3597	-121.9519	Mod	8
179	37.3589	-121.9529	Mod	8
180	37.3588	-121.953	Mod	8
181	37.3591	-121.9532	Mod	8
182	37.3576	-121.9502	Mod	8
183	37.3575	-121.9504	Mod	8
184	37.3568	-121.95	Mod	8
185	37.3563	-121.9511	Mod	8
186	37.3563	-121.951	Mod	8
187	37.3562	-121.9512	Mod	8
188	37.3555	-121.9574	Mod	8
189	37.3557	-121.9594	High	8
190	37.3561	-121.9594	High	8
191	37.3559	-121.9594	High	8
192	37.3561	-121.9593	High	8
193	37.3567	-121.9469	Very High	8
194	37.3565	-121.9468	Very High	8
195	37.3698	-121.9905	Mod	9
196	37.3698	-121.9879	Mod	9
197	37.37	-121.9878	Mod	9
198	37.3698	-121.9877	Mod	9
199	37.367	-121.9932	Mod	9
200	37.367	-121.9906	Mod	9

Row #	Latitude	Longitude	Trash Generation	TMA
201	37.3678	-121.9957	Mod	9
202	37.367	-121.9945	Mod	9
203	37.3698	-121.9867	Mod	9
204	37.369	-121.9905	Mod	9
205	37.367	-121.9879	Mod	9
206	37.3698	-121.9896	Mod	9
207	37.3699	-121.9895	Mod	9
208	37.3658	-121.9942	Mod	9
209	37.3658	-121.9944	Mod	9
210	37.3641	-121.9871	Mod	9
211	37.3699	-121.9925	High	9
212	37.3698	-121.9925	High	9
213	37.3668	-121.9948	High	9
214	37.3668	-121.9947	High	9
215	37.3871	-121.9841	Mod	10
216	37.387	-121.984	Mod	10
217	37.3842	-121.9848	Mod	10
218	37.3841	-121.9848	Mod	10
219	37.3824	-121.9853	Mod	10
220	37.3823	-121.9854	Mod	10
221	37.3821	-121.9863	Mod	10
222	37.3808	-121.9854	Mod	10
223	37.3804	-121.9854	Mod	10
224	37.3803	-121.982	Mod	10
225	37.374	-122.0011	Mod	10
226	37.374	-121.9982	Mod	10
227	37.3757	-121.9976	Mod	10
228	37.374	-121.9967	Mod	10
229	37.3775	-121.9926	Mod	10
230	37.374	-121.994	Mod	10
231	37.3741	-121.9927	Mod	10
232	37.3741	-121.9897	Mod	10
233	37.3741	-121.9854	Mod	10
234	37.3742	-121.983	Mod	10
235	37.3775	-121.9836	Mod	10
236	37.3773	-121.98	Mod	10
237	37.374	-121.9762	Mod	10
238	37.3736	-121.9751	Mod	10
239	37.3727	-121.9746	Mod	10
240	37.3712	-121.9734	Mod	10
241	37.372	-121.9721	Mod	10

<b>Row #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Trash Generation</b>	<b>TMA</b>
242	37.3737	-121.9721	Mod	10
243	37.3736	-121.972	Mod	10
244	37.3741	-121.9692	Mod	10
245	37.3685	-121.9689	Mod	10
246	37.3739	-121.9669	Mod	10
247	37.3737	-121.9664	Mod	10
248	37.3696	-121.9669	Mod	10
249	37.3762	-121.9675	Mod	10
250	37.376	-121.9676	Mod	10
251	37.3762	-121.9667	Mod	10
252	37.376	-121.9667	Mod	10
253	37.3784	-121.9675	Mod	10
254	37.3784	-121.9664	Mod	10
255	37.3787	-121.9669	Mod	10
256	37.3789	-121.9668	Mod	10
257	37.3808	-121.967	Mod	10
258	37.3757	-121.9992	Mod	10
259	37.3755	-121.999	Mod	10
260	37.3764	-121.9974	Mod	10
261	37.3765	-121.9963	Mod	10
262	37.3763	-121.9963	Mod	10
263	37.377	-121.9962	Mod	10
264	37.377	-121.9957	Mod	10
265	37.3761	-121.9947	Mod	10
266	37.3745	-121.9927	Mod	10
267	37.3745	-121.9925	Mod	10
268	37.3756	-121.9925	Mod	10
269	37.3759	-121.9927	Mod	10
270	37.3771	-121.9924	Mod	10
271	37.377	-121.9926	Mod	10
272	37.3772	-121.988	Mod	10
273	37.3772	-121.9878	Mod	10
274	37.3741	-121.9881	Mod	10
275	37.3741	-121.9877	Mod	10
276	37.3742	-121.9811	Mod	10
277	37.375	-121.9809	Mod	10
278	37.375	-121.9807	Mod	10
279	37.3742	-121.9792	Mod	10
280	37.374	-121.9792	Mod	10
281	37.374	-121.9781	Mod	10
282	37.3754	-121.9779	Mod	10

<b>Row #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Trash Generation</b>	<b>TMA</b>
283	37.3751	-121.9775	Mod	10
284	37.3743	-121.9773	Mod	10
285	37.374	-121.9773	Mod	10
286	37.3741	-121.9744	Mod	10
287	37.3742	-121.9738	Mod	10
288	37.3742	-121.972	Mod	10
289	37.3742	-121.9693	Mod	10
290	37.3748	-121.9663	Mod	10
291	37.3747	-121.9678	Mod	10
292	37.3754	-121.9703	Mod	10
293	37.3754	-121.9701	Mod	10
294	37.3771	-121.9707	Mod	10
295	37.3769	-121.9707	Mod	10
296	37.3746	-121.9786	High	10
297	37.3852	-121.9797	High	10
298	37.395	-121.9583	Mod	11
299	37.3963	-121.9549	Mod	11
300	37.3963	-121.9527	Mod	11
301	37.3949	-121.9505	Mod	11
302	37.3909	-121.9579	Mod	11
303	37.3872	-121.9663	Mod	11
304	37.3934	-121.9619	Mod	11
305	37.3913	-121.9621	Mod	11
306	37.3829	-121.9624	Mod	11
307	37.3791	-121.9487	Mod	11
308	37.381	-121.9497	Mod	11
309	37.3812	-121.9496	Mod	11
310	37.3804	-121.9453	Mod	11
311	37.3806	-121.9453	Mod	11
312	37.3805	-121.9451	Mod	11
313	37.3804	-121.9426	Mod	11
314	37.3812	-121.9428	Mod	11
315	37.3813	-121.9426	Mod	11
316	37.3806	-121.9404	Mod	11
317	37.3819	-121.9414	Mod	11
318	37.3821	-121.9414	Mod	11
319	37.3822	-121.9412	Mod	11
320	37.382	-121.9411	Mod	11
321	37.3826	-121.9396	Mod	11
322	37.3828	-121.9396	Mod	11
323	37.3831	-121.9388	Mod	11

Row #	Latitude	Longitude	Trash Generation	TMA
324	37.3833	-121.9382	Mod	11
325	37.3832	-121.9381	Mod	11
326	37.3862	-121.9436	Mod	11
327	37.3879	-121.944	Mod	11
328	37.3808	-121.963	Mod	11
329	37.3806	-121.9618	Mod	11
330	37.3806	-121.9616	Mod	11
331	37.3759	-121.9636	Mod	11
332	37.3761	-121.9647	Mod	11
333	37.376	-121.9647	Mod	11
334	37.3773	-121.962	Mod	11
335	37.3778	-121.9564	Mod	11
336	37.3764	-121.9568	Mod	11
337	37.3764	-121.9566	Mod	11
338	37.3761	-121.9566	Mod	11
339	37.3762	-121.9569	Mod	11
340	37.3753	-121.9492	Mod	11
341	37.4112	-121.9629	Mod	12
342	37.415	-121.9779	Mod	12
343	37.4044	-121.9656	Mod	12
344	37.4074	-121.9642	Mod	12
345	37.4082	-121.962	Mod	12
346	37.4038	-121.9652	Mod	12
347	37.3902	-121.9694	Mod	12
348	37.3901	-121.9692	Mod	12
349	37.4104	-121.9779	High	12
350	37.4056	-121.972	High	12
351	37.4042	-121.9717	High	12
352	37.4075	-121.9638	High	12
353	37.4057	-121.9719	High	12
354	37.4043	-121.9713	High	12
355	37.4035	-121.9715	High	12
356	37.4037	-121.9718	High	12
357	37.4036	-121.9684	High	12
358	37.4038	-121.9684	High	12
359	37.4042	-121.9687	High	12
360	37.4046	-121.9691	High	12
361	37.4068	-121.9694	High	12
362	37.4063	-121.9691	High	12
363	37.4067	-121.9683	High	12
364	37.4082	-121.9613	Mod	13

<b>Row #</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Trash Generation</b>	<b>TMA</b>
365	37.408	-121.9606	Mod	13
366	37.4078	-121.9606	Mod	13
367	37.4075	-121.9585	Mod	13
368	37.406	-121.9571	Mod	13
369	37.4066	-121.9574	Mod	13
370	37.4065	-121.9577	Mod	13
371	37.4055	-121.9566	Mod	13
372	37.4054	-121.9569	Mod	13
373	37.4042	-121.9551	Mod	13
374	37.4041	-121.9552	Mod	13
375	37.404	-121.9552	Mod	13
376	37.4037	-121.9544	Mod	13
377	37.4033	-121.9539	Mod	13
378	37.4046	-121.9606	Mod	13
379	37.4032	-121.9592	Mod	13
380	37.4033	-121.9592	Mod	13
381	37.401	-121.9542	Mod	13
382	37.3932	-121.9596	Mod	13
383	37.3992	-121.9474	Mod	13
384	37.3992	-121.947	Mod	13
385	37.3956	-121.9465	Mod	13
386	37.3958	-121.948	Mod	13
387	37.3686	-121.9759	Mod	13
388	37.3688	-121.9753	Mod	13
389	37.3677	-121.9748	Mod	13
390	37.3594	-121.9706	Mod	13
391	37.3592	-121.9706	Mod	13
392	37.3592	-121.9706	Mod	13
393	37.3571	-121.9743	Mod	13
394	37.3572	-121.9741	Mod	13
395	37.3565	-121.9692	Mod	13
396	37.3558	-121.9711	Mod	13
397	37.3573	-121.9865	Mod	13
398	37.3598	-121.9879	Mod	13
399	37.3595	-121.9957	Mod	13
400	37.3558	-121.9957	Mod	13
401	37.3576	-121.9957	Mod	13
402	37.3576	-121.9934	Mod	13
403	37.3587	-121.998	Mod	13
404	37.3541	-121.9913	Mod	13
405	37.3541	-121.9908	Mod	13

Row #	Latitude	Longitude	Trash Generation	TMA
406	37.3542	-121.9887	Mod	13
407	37.3542	-121.9884	Mod	13
408	37.3542	-121.9869	Mod	13
409	37.3542	-121.9866	Mod	13
410	37.3542	-121.9842	Mod	13
411	37.35	-121.9869	Mod	13
412	37.3499	-121.9867	Mod	13
413	37.3506	-121.9847	Mod	13
414	37.3492	-121.9935	Mod	13
415	37.3491	-121.9918	Mod	13
416	37.3473	-121.9821	Mod	13
417	37.3467	-121.9822	Mod	13
418	37.347	-121.9867	Mod	13
419	37.3478	-121.9869	Mod	13
420	37.3452	-121.9902	Mod	13
421	37.3456	-121.985	Mod	13
422	37.3433	-121.9775	Mod	13
423	37.342	-121.9778	Mod	13
424	37.341	-121.9863	Mod	13
425	37.3409	-121.9742	Mod	13
426	37.3391	-121.978	Mod	13
427	37.3378	-121.984	Mod	13
428	37.3348	-121.9881	Mod	13
429	37.3342	-121.9855	Mod	13
430	37.3315	-121.9947	Mod	13
431	37.3316	-121.9996	Mod	13
432	37.3252	-122.003	Mod	13
433	37.3291	-121.9894	Mod	13
434	37.3304	-121.9863	Mod	13
435	37.3283	-121.9867	Mod	13
436	37.329	-121.9809	Mod	13
437	37.3293	-121.9791	Mod	13
438	37.3299	-121.964	Mod	13
439	37.3292	-121.9646	Mod	13
440	37.3271	-121.964	Mod	13
441	37.3348	-121.9599	Mod	13
442	37.3369	-121.9582	Mod	13
443	37.3379	-121.9574	Mod	13
444	37.3386	-121.9567	Mod	13
445	37.3388	-121.9566	Mod	13
446	37.3415	-121.9514	Mod	13

Row #	Latitude	Longitude	Trash Generation	TMA
447	37.3399	-121.9505	Mod	13
448	37.3462	-121.9648	Mod	13
449	37.3462	-121.965	Mod	13
450	37.3434	-121.9676	Mod	13
451	37.3442	-121.9686	Mod	13
452	37.3403	-121.9437	Mod	13
453	37.341	-121.9438	Mod	13
454	37.3936	-121.9585	High	13
455	37.3941	-121.9601	High	13
456	37.3947	-121.9595	High	13
457	37.3942	-121.948	High	13
458	37.3945	-121.9484	High	13
459	37.3954	-121.9478	High	13
460	37.3955	-121.9464	High	13
461	37.396	-121.9454	High	13
462	37.3583	-121.9846	High	13
463	37.3599	-121.9963	High	13
464	37.3455	-121.9944	High	13
465	37.3315	-121.9965	High	13
466	37.3403	-121.9551	High	13
467	37.3408	-121.9551	High	13
468	37.3436	-121.9605	High	13
469	37.3433	-121.9606	High	13
470	37.3397	-121.939	High	13

## 6. Reporting Requirements

6.1. Contractor will provide status reports to the City Project Manager at a frequency determined by the City.

## 7. Warranty

7.1. See Exhibit A2 for warranty information.

7.2. Extended Warranty: Contractor will extend the warranty on parts, labor, and material for all existing and new REM FTC devices beyond the product two-year warranty for as long as Contractor continues to maintain the devices with two (or more) uninterrupted maintenance events per year.

## 8. Invoicing Requirements (See Exhibit B, Section 4 herein for invoicing requirements)

## EXHIBIT A2 PRODUCT WARRANTY

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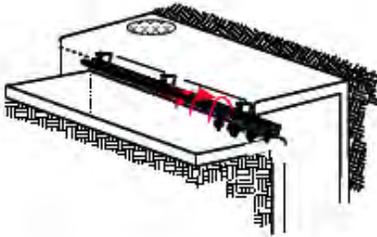
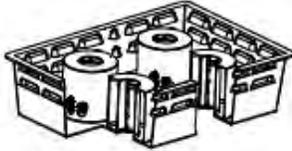


### **Revel Environmental Manufacturing Inc.**

sales@remfilters.com (888) 526-4736 Lic. No. 857410

Northern California  
960-B Detroit Avenue  
Concord, California 94518  
P: (925) 676-4736  
F: (925) 676-8676

Southern California  
2110 South Grand Avenue  
Santa Ana, California 92705  
P: (714) 557-2676  
F: (714) 557-2679



### **REM Inc. Product Warranty & Maintenance**

**WARRANTY.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH, THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL MERCHANDISE FURNISHED HEREUNDER IS WARRANTED AGAINST ANY DEFECT IN MATERIALS OR WORKMANSHIP, PROVIDING A CLAIM IS MADE IN WRITING WITHIN TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE MERCHANDISE TO THE PURCHASER. REVEL ENVIRONMENTAL MANUFACTURING, INC. OBLIGATION ON ANY CLAIM IS LIMITED TO REPLACEMENT OR REPAIR OF THE DEFECTIVE MERCHANDISE FOB AT REVEL ENVIRONMENTAL MANUFACTURING INC. PREMISES. EXCEPT AS ABOVE STATED, SELLER WILL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF ANY MERCHANDISE FURNISHED HEREUNDER OR DELAY IN PERFORMANCE OF THIS AGREEMENT, NOR WILL REVEL ENVIRONMENTAL MANUFACTURING, INC. BE LIABLE FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED BY PURCHASER FROM ANY CAUSE. REVEL ENVIRONMENTAL MANUFACTURING, INC. PRODUCTS ARE DESIGNED TO BE USED IN CONJUNCTION WITH STRINGENT MAINTENANCE PLANS AND POLLUTION PREVENTION PLANS AND ARE NOT INTENDED FOR USE AS THE EXCLUSIVE MEANS OF REDUCING THE AMOUNT OF POLLUTANTS ENTERING THE ENVIRONMENT. PURCHASERS AND USERS OF REVEL ENVIRONMENTAL MANUFACTURING INC. PRODUCTS ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS GOVERNING THE DISCHARGE AND DISPERSAL OF FILTERED WATER, TREATED WATER, SPENT FILTER MEDIA AND GENERATED SLUDGE.

**MAINTENANCE:** REM recommends that REM FOG filter media be replaced at least once annually or when the media is more than 50% coated with contaminants (FOG media will blackened at the surface). Areas with high pollutant loading may require more frequent cleaning, maintenance and media replacement. REM recommends that a qualified service provider perform the filter maintenance including filter cleaning, replacing media, disposing of spent media and captured pollutants.

**DISPOSAL:** Spent media must be disposed of in accordance with federal, state and local laws and regulations.

**REM SERVICE MAINTENANCE PROGRAM:** REM offers manufacture service programs tailored to specific customer needs. Programs include filter inspections, cleaning, disposal of captured debris, and recycling of spent media. In most cases, the REM service program extends the manufacture's warranty.

Please contact REM directly for more information about service program options, qualified service providers and purchasing replacement media packs at TOLL FREE - (888) 526-4736, DIRECT - (925) 676-4736, FAX - (925) 676-8676 or at SALES@REMFILTERS.COM.

**EXHIBIT B  
SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

- 1.1. The maximum amount payable for all services and products provided under this Agreement shall not exceed **Three Hundred One Thousand Dollars (\$301,000)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Contractor's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Contractor has successfully completed the work for which payment is due.

**2. Pricing and Options**

- 2.1. The City will pay Contractor based on the prices specified in Table B1 below for services provided:

**Table B1: Pricing**

<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
Price for Large FTC Catch Basin Insert (> or = to 850 Square Inch ID Catch Basin)	Each	\$295/EA
Price for Small FTC Catch Basin Insert (< 850 Square Inch ID Catch Basin)	Each	\$330/EA
Installation Cost (Include all labor, parts, material, and equipment for installation) per FTC Catch Basin Insert	Each	\$205/EA

- 2.2. Pricing is fixed for the Initial Term of the Agreement.
- 2.3. Price Adjustments: Contractor may request adjustments to the fees prior to any one-year option to renew the Agreement after the Initial Term. Contractor must demonstrate to the satisfaction of the City that a price increase is justified by provided documentation, such as a price index (e.g. CPI or PPI). Price adjustments are subject to City's approval.

**3. INVOICING**

- 3.1. Contractor will invoice the City on a monthly basis for services provided by Contractor during the preceding month on an invoice and in a format approved by the City and subject to verification and approval by the City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

3.2. The City will incur no obligation for out of scope work that is not authorized in advance in writing. These monthly invoices will provide a breakdown of cost of the work performed and have an attachment itemizing the work completed. Invoices must include at a minimum the following:

3.2.1. Date of Service

3.2.2. Description of Service

3.2.3. Location of Service

3.2.4. Unit Pricing

3.2.5. Quantity

3.2.6. Labor (Installation) Cost

3.2.7. Extended Price and Total

3.2.8. Any other pertinent information.

## **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.

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 emailed to:

ctsantaclara@ebix.com

or mailed to:

EBIX Inc.  
City of Santa Clara Department of Public Works – Street Division  
P.O. Box 100085 – S2  
Duluth, GA 30096

Telephone number: 951-766-2280

Fax number: 770-325-0409

H. QUALIFYING INSURERS

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

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **I. 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](http://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](http://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.

#### J. 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.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**EXHIBIT E  
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONTRACTOR:</b>	
<b>DATE:</b>	

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	# of #
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:  
(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Approved as to Form: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771



## Agenda Report

22-225

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLARS

Enhance Community Sports, Recreational and Arts Assets  
Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

On May 13, 1987, the City entered into a Lease Agreement (“Agreement”) with the Santa Clara Unified School District (“District”) to construct, operate and maintain a Youth Activity Center (“YAC”) on a portion of the campus of Cabrillo Intermediate School (now known as Cabrillo Middle School). In the Agreement, the City agreed to pay the District the sum of one dollar per year (\$1) for the lease of the site and to assume responsibility for the cost of the YAC improvements (“Improvements”). In exchange, the District agreed to allow the City to utilize the facility at no cost when not in use by the District for an initial period of thirty-five years. The parties, by mutual consent, could extend the Agreement for successive five-year periods with the same terms and conditions outlined in the original agreement provided that the total term, and any extension thereof, did not exceed ninety-nine (99) years (Attachment 1). At the end of the initial term (or any successive extension) use, operation and maintenance of the Improvements would revert to the District.

The initial term of the lease agreement is set to expire on May 13, 2022. In November, 2021, District representatives notified the City of their interest to amend the terms and conditions of the Agreement. The attached Agreement represents the culmination of negotiations that have occurred since November with respect to a new agreement for continued joint use of the YAC, the Teen Center and Skate Park located on the Cabrillo Middle School Campus.

#### DISCUSSION

The City and the School District have a long tradition of joint investment and use of community recreational facilities and amenities. To enhance transparency and accountability, the City and School District have embarked on an effort to create a master agreement that would set forth a set of shared values and principles that would govern all joint use facilities. This master agreement would be augmented by addendums for each individual site that would address site-specific terms and conditions related to items such as contributions of the parties, hours of operations, scope of services, etc. While the parties have been working on the framework for a joint use master agreement, an inventory of existing agreements revealed that the YAC agreement was set to expire in May, 2022. The YAC has been a valuable joint use facility for the City, District, and community since 1987. In 1997, the City and District entered into an agreement for the Skatepark (Attachment 2)

and subsequently, for the operations of the Teen Center.

Currently, City programs generate approximately 75,000 youth visits annually (2,100 unique members) through the free afterschool/after camp and skate park programs, and an additional 1,000 youth in summer camps. Eleven (11) special events are held annually in these joint use facilities. To avoid a disruption in these services, the focus of the work effort between the parties shifted to discussions around the YAC agreement.

In November, 2021, the School District notified City representatives of their interest in amending the terms and conditions of the agreement to allow for greater utilization of space in order to provide expanded after-school sports, music and other extra-curricular activities similar to that provided at other middle school campuses within the District.

Given the City's long-standing presence in the Cabrillo community and interest in continuing community-based programming in that area, the parties focused their efforts on the development of terms and conditions that would meet the needs of both parties. (Attachment 3). A summary of major terms and conditions proposed for a new agreement are as follows:

- **YAC Occupancy** - The YAC will revert to District occupancy, operation, custodial and maintenance per the terms of the existing Lease Agreement on May 13, 2022.
- **Term** - A new agreement will be executed for a period of five (5) years with one, five-year option to extend. It is the intention of the parties that this new agreement will become Addendum #1 once a Joint Use Master Agreement is adopted. As such, the agreement would be subject to the provisions of the Joint Use Master Agreement.
- **YAC Use** - After May 14, 2022, the District shall have exclusive use of the YAC gym, activity rooms, offices, restrooms, as well as storage and meeting areas during school hours. The City's use of the YAC gymnasium and/or other spaces will be reserved through the District's Facility Reservation System program when available during non-school hours, on weekends and during summer as defined by the new agreement. The community may reserve use of YAC gym, offices, meeting spaces, and activity rooms during non-school hours through the City's Facility Reservation System. Such use will be subject to the District's custodial fee.
- **Teen Center & Skatepark** - The City will continue its occupancy, operation, custodial and maintenance of the Teen Center, Skatepark, and adjacent grounds for City and community programs through its activity scheduling and facility reservation program. The City will also have access to the covered patio area and City storage containers. The City will consolidate its staff offices and customer service counter to the Teen Center. The new agreement will serve as the governing document for joint use facilities at Cabrillo Middle School and will supersede prior individual agreements.
- **Special Events** - The District and City agree to work together to schedule the various special events that are hosted at the YAC throughout the year.
- **Major Capital** - The District will be completing a Facility Conditions Assessment to determine life-cycle capital improvement projects. The City and District will coordinate repairs and maintenance using the Division of State Architect (DSA) thresholds or \$15,000, with major

projects going through the District. The City and District agree to establish a reserve fund for future maintenance. The cost-sharing arrangement, funding of the reserve and schedule of improvements will be based on the outcome of the Facility Condition Assessment. This item will be brought forward separately for Council approval. The parties understand the limitations of the City's capital budget and have agreed to work together on a mutually acceptable contribution plan.

- **Communication & Cost Sharing** - The City and District will meet quarterly to discuss and resolve issues that may occur related to operations and maintenance. On a semi-annual basis, the parties will meet to reconcile expenses and cost-sharing contributions related to custodial, maintenance and utilities.
- **Utilities** - Electric and water use will be paid based on separate meters. The District shall be responsible for YAC expenses with the City responsible for Teen Center and Skatepark expenses. Shared gas meters and expenses for the City's use of the YAC will initially be split on a 40% City/District 60% basis until a true proportional basis is determined. A reconciliation of utilities expenses will occur every six months.
- **General Provisions** - The indemnity and insurance requirements have been updated and included. Once the Joint Use Master Agreement is adopted, the provisions in the Master Agreement will supersede.

The terms and conditions noted above will allow the City to maintain its presence and programming at Cabrillo Middle School at a minimal cost of \$1 per year and a pro-rated share of maintenance and utilities. By consolidating its operations into the Teen Center, the City can meet the District's need for additional space for both during and after school hours programming. It is important to note that while the City originally invested in the construction of the joint use facilities, the site is District property and without agreement, would revert to the District's control in May 2022 resulting in a significant loss of recreational facilities to support community programming for the City.

The modernization of the provisions in the new agreement will also provide greater transparency and accountability that will, in turn, support greater operational efficiencies and alignment with current regulatory requirements. Most importantly, these terms and conditions will allow the continuation of meaningful joint use and operation of recreational facilities and amenities to better serve the Santa Clara community.

The School District intends to consider the Agreement at its April Board of Education meeting following the City's approval. If the proposed agreement is not approved by the City, then the YAC, Teen Center and Skate Park facilities would revert to District occupancy and use effective May 13, 2022. Should the current agreement expire with no City Manager's Office authority to negotiate a new agreement, City services and community use would be interrupted until a Master Agreement could be negotiated and approved. No action on this agreement would impact as many as 3,000 program participants currently receiving programs and services through these facilities.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes

in the environment.

### **FISCAL IMPACT**

The City's YAC, Teen Center and Skate Park program expenditures and revenues are included in the Parks & Recreation Department's annual operating budget. The total budget for Fiscal Years 2021/22 is in the amount of approximately \$2 million. Revenues from program and facility use fees are budgeted in the amount of \$530,000. The cost recovery is approximately 26%. Recreation program expenditures in the amount of approximately \$1.81 million support programs, services, supplies, equipment and staffing by a full-time Recreation Supervisor, 4 Recreation Coordinators, an Office Specialist III, and several as-needed recreation leaders. Park expenditures of approximately \$155,000 provide a Grounds Maintenance Worker (custodian) and landscape maintenance, such as mowing for the skatepark and building's frontage along Cabrillo Avenue, as part of a multiple park assignment. The City currently pays utilities for electricity, water and gas for the facilities in the annual average amount of approximately \$33,000. The City's Capital Improvement Program (CIP) budget funds major maintenance projects such as roofs, painting, flooring repair, but varies based on need and funding capacity. The proposed Agreement stipulates a capital reserve fund will be established and a pro-rata share of utilities paid based on actual percentage of City and Community usage. With the exception of the capital funds, it is expected that operating expenditures will remain about the same except for increases due to inflation. As discussed above, the City will now be required to establish a capital reserve fund and the contributions to this fund are not yet known. This item will be brought forward separately for Council approval. The parties understand the limitations of the City's capital budget and have agreed to work together on a mutually acceptable contribution plan.

### **COORDINATION**

This report has been coordinated with City Attorney's Office and 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**

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

Reviewed by: James Teixeira, Director, Parks & Recreation

Approved by: Cynthia Bojorquez, Assistant City Manager

### **ATTACHMENTS**

1. Youth Activity Center Lease Agreement 1987
2. Skatepark Agreement 1997
3. Proposed Agreement

CITY CLERK FILE

AGREEMENT BETWEEN THE SANTA CLARA UNIFIED SCHOOL DISTRICT AND THE CITY OF SANTA CLARA RELATIVE TO SKATEBOARD PARK

This is an Agreement between the Santa Clara Unified School District (hereinafter "District") and the City of Santa Clara (hereinafter "City") relative to the establishment of a skateboard park facility at the Cabrillo Middle School site.

- 1. Use of Property. District grants City permission to utilize a portion of the Cabrillo Middle School site for purposes of establishing and maintaining an area for skateboarding activities.
2. Fences, Notice. City shall install at its expense appropriate fences to separate the skateboard park from the remaining portions of the school site.
3. Term. This agreement shall commence on December 1, 1997, and shall terminate one year after either party to the other delivers notice of termination.
4. Hold Harmless and Defense: City shall defend, indemnify and hold harmless District, its officers, agents and employees from any and all claims or causes of action for death or injury to persons, or damage to or loss of property arising out of negligent or inadequate supervision of the skateboard park facility, the construction and maintenance of the skateboard facility and the operation and use of the skateboard facility except where such claim or cause of action arise from the sole negligence of District, its officers, employees or agents.

SANTA CLARA UNIFIED SCHOOL DISTRICT

Dated: 11/25/97

By: Paul Benetto

CITY OF SANTA CLARA

Dated: 12-9-97

By: Judy Nadler Mayor

By: Jennifer Sparano City Manager

APPROVED AS TO FORM By: [Signature] City Attorney

ATTEST: By: [Signature] City Clerk

**THE AGREEMENT BETWEEN SANTA CLARA UNIFIED SCHOOL DISTRICT AND THE CITY OF SANTA CLARA PERTAINING TO THE USE, MAINTENANCE AND IMPROVEMENT FOR PUBLIC RECREATIONAL PURPOSES OF VARIOUS BUILDINGS AND OPEN SPACE AREAS AT SCHOOL SITES OWNED BY SANTA CLARA UNIFIED SCHOOL DISTRICT – YOUTH ACTIVITY CENTER, TEEN CENTER AND SKATE PARK**

RECITALS

WHEREAS, Section 10900 *et seq.* of the Education Code of the State of California authorize and empower City of Santa Clara (the “City”) and Santa Clara Unified School District (the “District”) to cooperate with each other in organizing, promoting and conducting programs of community recreation.

WHEREAS, on May 13, 1987, the City and the District entered into a Lease Agreement for the City to use a portion of the Cabrillo Middle School site for \$1 per year, for a period of 35 years (2022) and extended for five year terms by mutual consent for the same terms and conditions, but not exceeding 99 years (the “Lease Agreement”), and to construct, operate and maintain a community youth activity center of approximately 20,000 square feet in size, (the “Youth Activity Center” or “YAC”), with the improvements becoming the property of the District at the end of the original term or any extensions.

WHEREAS, the City and the District are working on a new agreement known as the Agreement Pertaining to the Use, Maintenance and Improvement for Public Recreational Purposes of Various Buildings and Open Space Areas Owned by Santa Clara Unified School District or City of Santa Clara (the “Master Agreement”).

WHEREAS, pending execution of the Master Agreement, the City and the District desire to enter into this Agreement in connection with the Lease Agreement, which Agreement will ultimately become an addendum to the Master Agreement.

WHEREAS, the Lease Agreement provided that when the YAC, Cabrillo Middle School's only gym, was constructed by the City on the Cabrillo campus, the YAC would revert to the District if the Lease Agreement was not extended.

WHEREAS, under the Lease Agreement, the City requires the District to reserve time in the YAC and has City staff has offices in the YAC as provided in Attachment A (“Current YAC Use”).

WHEREAS, the District wants the YAC to be available to the District and the District will take over the custodial and maintenance obligations for the building.

WHEREAS, the City and the District desire to establish a basis for cooperative use of the facility known collectively as the YAC, Teen Center And Skate Park (the “Premises”) adjacent to Cabrillo Middle School in the City of Santa Clara, a map of which is provided in Attachment B.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions of Terms.

The following terms have in this Agreement the significance attached to them in this paragraph, unless otherwise apparent from the context:

“Board of Education” means the Governing Board of the Santa Clara Unified School District.

“Building” means the building that houses the YAC and the Teen Center

“Cabrillo” means Cabrillo Middle School.

“City Council” means the City Council of the City of Santa Clara.

“City Premises” means the Teen Center and Skate Park and adjacent grounds.

“City Manager” means the City Manager for the City of Santa Clara or designee.

“Custodial” means the cleaning and everyday care of the Premises.

“District Premises” means the YAC.

“Division of State Architect” (“DSA”) means the State entity that provides design and construction oversight for K-12 schools.

“Facilitron” means the current District online Facility scheduling application, as may be replaced from time to time.

“Maintenance” means the repair and care of the Premises, including but not limited to, preventative maintenance.

“Master Agreement” means the Agreement Pertaining to the Use, Maintenance and Improvement for Public Recreational Purposes of Various Buildings and Open Space Areas Owned By Santa Clara Unified School District or by City of Santa Clara which will be entered into between the City and the District.

“Non-School Time” means days when school is not in regular session and after the after-school activities in the Gymnasium are over as set forth in the Facilitron reservation schedule or the bell indicating the last period is over on days when school is in regular session. Non-School Time includes the summer months even if classes are held at Cabrillo Middle School.

“School Time” means days when school is in regular session, students are on campus or when Cabrillo has after school events scheduled in the YAC.

“Summer” means the period commencing the Monday after the last day of school and ending 2 full weeks before the start of the next school year.

“Premises” means the property comprising the District Premises/YAC and the City Premises/Teen Center, Skate Park, and adjacent grounds as delineated in Attachment B attached hereto and incorporated by this reference.

“Skate Park” means the Skate Park and adjacent grounds as delineated in Attachment B attached hereto and incorporated by this reference.

“Summer” means the period commencing the Monday after last day of school and ending 2 full weeks before start of the next school year.

“Superintendent” means the Superintendent for the Santa Clara Unified School District.

“Teen Center” means the Teen Center and adjacent grounds as delineated in Attachment B attached hereto and incorporated by this reference.

“YAC” or “Youth Activity Center” means the building previously operated by the City and used by the District as the Cabrillo Middle School gym delineated in Attachment B attached hereto and incorporated by this reference.

The words “shall” and “will” are mandatory and the word “may” is permissive.

## 2. General Principles

- (a) Ownership/Operation of the YAC will transfer to the District upon the expiration of the Lease Agreement on May 13, 2022. City will continue to operate and maintain the Teen Center and the Skate Park.
- (b) The City and the District will enter into this Agreement pending the execution of the Master Agreement for use of the YAC after May 13, 2022. Once the Master Agreement is executed, this Agreement will be subject to the Master Agreement. Use of the YAC will be scheduled through the District online Facility scheduling application (“Facilitron”).
- (c) The City will have exclusive use of the Teen Center for a period of five years from May 14, 2022 to May 13, 2027 and may have an extension and exclusive use of up to five years for a total extended use of up to ten years if both parties agree. Should the agreement not be extended, the City Premises will revert to the District upon the expiration of the first term on May 13, 2027.

## 3. Premises Use

(a) YAC

- (1) City staff who are currently located in the YAC portion of the facility will move their offices into the Teen Center portion of the building by May 13, 2022.
- (2) District and City agree to the greatest extent possible, District to schedule use in Facilitron a minimum of 6 months in advance, followed by City scheduled use.
- (3) During school hours, the District and Cabrillo Middle School (“Cabrillo”) will have access to all facilities within the YAC. This includes the gymnasium, the classrooms, restrooms, and offices/meeting rooms.
- (4) Cabrillo will have access to the gymnasium and restrooms for practices for up to three hours following each school day. Cabrillo will have access to the gymnasium and restrooms for games on “game day” until 7:00 P.M, which includes time for the custodial maintenance of the space.
- (5) City will have access to the gymnasium (scheduled through Facilitron):
  1. After the school day; and/or
  2. Approximately 30 minutes after the completion of games but no later than 7:00 p.m.; and/or
  3. On weekends; and/or
  4. During the summer; and/or when school is not in session.
- (6) Cabrillo will be able to use the offices/meeting rooms in the YAC during the school day. School staff will be instructed to keep non-essential property out of the room so it is ready for the City’s use during non-school hours.
- (7) City will have access to the YAC offices/meetings rooms during non-school hours through reservation on Facilitron.
- (8) The San Tomas Room, may be used by Cabrillo as a music room. If this occurs, it will be unavailable by the City for its programming.
- (9) Outdoor Spaces:
  1. The Covered patio area behind YAC will be available for City use during non-school hours, even when Cabrillo is using the YAC.

2. City's storage containers on the south side of the YAC - can stay in place and have city access including during school hours.
3. Patio behind the Teen Center is considered part of the Teen Center and not part of the facilities the school has access to during the school day.
4. Cabrillo Fields are not part of this Agreement, and the District has full control over them.

(b) Teen Center

- (1) Teen Center will house City staff during the course of business/operating hours. Staff who are currently located in the YAC portion of the facility will move offices into the Teen Center portion of the building by May 13, 2022.
- (2) Teen Center may be used by City staff for programming and City operations during business hours, school hours, after hours, and weekends school hours.
- (3) The City will provide the custodial, maintenance and landscaping services in and around the Teen Center.

(c) General

- (1) Certain events that occur throughout the year which will require special planning (for example, the City's Halloween event and Cabrillo dances). Both parties agree to work together to schedule these events.
- (2) In order to provide clear communication and expectations regarding the availability of space, YAC facility use will be reserved using the District's Facilitron platform. Practices and games will be scheduled as early and as efficiently as possible in order to maximize and optimize facility use, specifically of the gym.

4. Premises Maintenance

(a) YAC

- (1) District will be responsible for all custodial, routine maintenance and repair for YAC. City will reimburse District for actual custodial costs only for the time when the YAC is used by

City or City's renters ("Cost Share") according to the established fee schedule.

- (2) District will be responsible for locks, key control, and alarms. City will not receive keys. Cabrillo staff/custodians will open/close YAC for City and/or City users when events are booked on Facilitron.
- (3) District will install a separate building (burglar) alarm system for the YAC.
- (4) City and District will establish a call out protocol for response to any activations of the shared fire alarm. District responsible for testing and maintenance of Fire alarm.
- (5) YAC will be closed for approximately two full weeks prior to the start of the District school year for routine maintenance to the building.

## (b) Teen Center/Skate Park

- (1) City will be responsible for all custodial services and routine maintenance and repairs.
- (2) Non-routine repairs and emergency maintenance calls will be referred to the District. Dependent upon the severity and cost, responsibility and funding will be discussed and allocated prior to proceeding if possible.
- (3) Thresholds for repairs will be based on DSA requirements. Projects incorporating the alterations of Structure, ADA/Accessibility, Fire, Life, Safety systems or the project is in excess of the public contract bid limit of \$15,000 must be discussed with District prior to proceeding; threshold may be updated during the quarterly meetings.
- (4) District is responsible for coordinating all major projects that will go to DSA.
- (5) A reserve fund for capital renewals and replacements per the facility condition assessment report(s) will be discussed at a later date as described in section 5(b).

## (c) Grounds

- (1) District is responsible for all turf and landscaping around the YAC and in the back covered patio area behind the YAC as depicted on Attachment B.
- (2) City is responsible for the landscaping in front of and around the Teen Center and Skate Park including the landscaping along the Teen Center and Cabrillo Ave and around and in the Skate Park as depicted on Attachment B.
- (3) City will have access to maintain the landscaping and make repairs through the fire service gate entrance next to the YAC during non-school hours. City will have access during school hours through vehicle gates on Raggio Ave.
- (4) City Maintenance and Grounds personnel have permission to access the Teen Center and Skate Park from the Cabrillo campus in order to maintain the Teen Center and Skate Park during school and non-school hours.

(d) Custodial

- (1) At the completion of activities by City or by District, the YAC will be cleaned by the District with District approved cleaning supplies.
- (2) District will set up YAC for City events with reservations in Facilitron prior to event starting.

5. Costs of Maintenance

(a) General:

- (1) Parties agree to revisit Cost Share of custodial, maintenance, and upgrades on a semi-regular basis. A December / January meeting for true-up will occur at the end of the year. Quarterly meetings described in section 7(a) will help to track the costs.
- (2) Persons using the Premises shall be responsible for the Premises and shall reimburse the party responsible for maintenance for the cost of repairing any damage to the Premises. If City has authorized the use of the Premises and the user damages the Premises and does not repair the same, then City shall be obligated to make repairs and may recover the costs so incurred from the user. Similarly, if District has authorized the use of the Premises and its user damages the Premises and does not repair the same, then District shall be obligated to make repairs and may recover costs so incurred from the user. Users shall execute agreements for

use that shall provide that if monies owing are not paid when due, then said sums shall bear interest at maximum rate allowed by law until paid, and City and/or District shall be reimbursed for its costs of collecting said sums, including its attorney's fees and court costs. If the Premises is damaged by individuals or groups using it without authorization by City or District, the City and District shall meet and mutually agree as to the financial responsibility for repair of the Premises. Users that damage the Premises and do not make repairs or pay for repairs made by the City or the District will be denied further use of the Premises.

(b) Long Term Maintenance and Capital Improvements Account:

- (1) District is completing a Facility Conditions Assessment and once maintenance and capital improvement projects are determined, the Parties shall create long term maintenance and capital improvement accounts and project lists for such project. Decisions to replace or repair will be driven by life cycle data.
- (2) Quarterly meetings described in section 7(a) will determine how account monies will be spent. Issues to be addressed will be Federal, State, Life, Safety; Priority Projects; and Preventative Maintenance

(c) Utilities:

- (1) The YAC and Teen Center, Skate Park and adjacent grounds are on separate electrical and water meters. District shall pay for the YAC and the City will pay for the Teen Center, Skate Park and adjacent grounds.
- (2) Gas and other utilities not split by building will be initially paid for by District.
- (3) Notwithstanding 1 and 2 above, a pro rata share of the utility costs shall be mutually determined and agreed upon semi-annually. The initial pro rata share will be a 40 % City/60% District flat rate and will then be adjusted based on actual facility use by City or District semiannually. City share includes times when the City rents out the facilities or uses the facilities for its own use. Annual true up will be done in arrears whereby the City will be charged, or credited, based on actual use and costs.
- (4) District will bill City semiannually commencing November 1, 2022, due and payable in 90 days.

- (d) The Premises, as developed by the parties for the purposes under this Agreement, shall be adequately maintained to ensure proper and safe use, appearance, and preserve the lifecycle of each facility.

6. Term

Pending execution of the Master Agreement, the City and the District desire to enter into this Agreement in connection with the Lease, which Agreement will ultimately be subject to the Master Agreement. The Term of this Agreement will be five (5) years with a potential extension of up to five (5) years, if all parties agree. If parties do not agree, District shall have full use and occupancy of Teen Center and the Skate Park. The District shall provide the City at least 180 days written notice of its intention to not extend the Term of this Agreement.

7. General Provisions.

- (a) Representatives of District and City shall regularly, on at least a quarterly basis commencing September 1, 2022, confer with regard to the development, use and maintenance of the Premises. The representatives will be an Assistant City Manager, City Director of Parks and Recreation, District Chief Business Official, District Director of Facility Development and Planning or Maintenance, or designees thereof.

- (b) There shall be no additional development of the Premises or changing of the facilities on the Premises without the prior discussion between the District and the City of the proposed changes. Any modifications to the Premises that may affect the DSA approval status of the buildings and surroundings must be approved by the District prior to any plans or work beginning.

8. Dispute Resolution.

Disputes involving day to day issues should be discussed with site level staff. Additional dispute resolution shall be discussed at the quarterly meeting in section 7(a). If a resolution is not determined the issue will be brought to the City School Liaison Meeting.

9. Duty Of Parties To Defend, Indemnify, And Hold Harmless.

- (a) City shall protect, defend, indemnify and hold harmless District, its officers, agents and employees from and against any and all demands, claims, liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of or in any way connected with the City's negligent performance or nonperformance under this Agreement, including City's

operations on, possession, use, management, alteration or control of the District's property, except for any claims, causes of action or liability, or portions thereof, arising from the concurrent or sole negligence or intentional malfeasance of District, its officers, agents or employees.

(b) District shall protect, defend, indemnify and hold harmless City, its officers, agents and employees from and against any and all demands, claims, liability or expense on account of suits, verdicts, judgments, costs or claims of any nature or kind arising out of or in any way connected with the District's negligent performance or nonperformance under this Agreement, including District's operations on, possession, use, management, alteration or control of the District's property except for any claims, causes of action or liability, or portions thereof, arising from the sole negligence or intentional malfeasance of City, its officers, agents or employees.

(c) City shall defend, indemnify and hold harmless District, its officers, agents and employees from any claims or causes of action for death or injury to persons, or damage to or loss of property attributable to the physical condition of any school or open space/recreational area site for which City has undertaken responsibility for maintenance, improvement or rehabilitation under this Agreement arising out of the maintenance of such site by City, except for those claims or causes of action to which District is responsible pursuant to subsections (a) and (b).

(d) District shall defend, indemnify and hold harmless City, its officers, agents and employees from any claims or causes of action for death or injury to persons, or damage to or loss of property attributable to the physical condition of any school or open space/recreational area site for which District has undertaken responsibility for maintenance, improvement or rehabilitation under this Agreement arising out of the maintenance of such site by District, except for those claims or causes of action to which City is responsible pursuant to subsections (a) and (b).

## 10. Insurance.

a) City, at its sole cost and expense, will obtain and maintain, in full force and effect, during the term of this Agreement the following insurance:

(1) Commercial General Liability insurance with limits of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate, insuring both parties, their officers, employees, agents, and each of them with respect to City's participation and the services performed by City under this Agreement.

- (2) Automobile Liability insurance with a combined single limit of one million dollars (\$1,000,000).
- (3) Workers' Compensation with statutory limits and Employers' Liability with limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- (4) Molestation/Abuse Insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

Concurrently with execution of this Agreement, City will file with District's Risk Manager a certificate of insurance showing evidence that the coverage above is in place, or a letter regarding self-insurance. The Commercial General Liability policy shall include an additional insured endorsement that names the Santa Clara Unified School District, its officers, agents, employees and volunteers as additional insureds.

(b) District, at its sole cost and expense, will obtain and maintain, in full force and effect, during the term of this Agreement the following insurance:

- (1) Commercial General Liability insurance with limits of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate, insuring both parties, their officers, employees, agents, and each of them with respect to District's participation and the services performed by District under this Agreement.
- (2) Automobile Liability insurance with a combined single limit of one million dollars (\$1,000,000).
- (3) Workers' Compensation with statutory limits and Employers' Liability with limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- (4) Molestation/Abuse Insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

Concurrently with execution of this Agreement, District will file with City a certificate of insurance showing evidence that the coverage above is in place, or a letter regarding self-insurance. The Commercial General Liability policy shall include an additional insured endorsement that names the City of Santa Clara, its officers, agents, employees and volunteers as additional insureds.

11. Time Of The Essence.

Time is of the essence with respect to this Agreement.

12. Force Majeure.

If, due to act of God; fire; flood; storm; inclement weather; earthquake; drought; acute restrictions or riot; war or insurrection; plant or animal infestation or disease; sudden or severe energy shortage; strike; work stoppage; work slowdown or other concerted job action; or other condition of emergency or disaster beyond the control of City which makes performance of its construction, rehabilitation and/or maintenance obligations under this Agreement impossible or extremely impracticable, such obligations shall be suspended during such time any such condition or conditions exist.

13. Discrimination Prohibited.

Neither District nor City shall discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, sex, physical handicap, or medical condition, in violation of state or federal laws, or any other basis otherwise prohibited by state or federal law.

14. Notices.

All notices hereunder shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City            City Manager  
                         City of Santa Clara  
                         1500 Warburton Ave Santa Clara, CA 95051

To District        Chief Business Official  
                         Santa Clara Unified School District  
                         1889 Lawrence Road  
                         Santa Clara, CA 95051

15. Effect Of Waiver Of Breach Or Violation.

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision of law shall not be deemed to be a waiver of any other term, covenant, or condition or law. The subsequent acceptance by either party of any money which may become due hereunder shall

not be deemed a waiver of any preceding breach or violation by the other party of any term or condition of this Agreement, or of any applicable law.

16. Disputes; Legal Actions; Attorney Fees; Specific Performance.

(a) If a question arises regarding interpretation of this Agreement or its performance, or the alleged failure of a party to perform, the Party raising the question or making the allegation shall give written notice thereof to the other Party. The parties shall promptly meet in an effort to resolve the issues raised. The City hereby appoints its City Manager or designee as its representative and the District hereby appoints the Superintendent or designee as its representative. If the parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the maximum extent possible that litigation be avoided as a method of dispute resolution.

(b) If the parties are unable to resolve a dispute as provided in subsection (a), the dispute(s) regarding this Agreement shall be resolved according to the laws of the State of California. Any legal proceedings shall be instituted in the courts of the State of California and County of Santa Clara, irrespective of any claim of diversity of citizenship or other possible jurisdictional conditions.

(c) The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

(d) In any action to enforce the provisions of this Agreement, specific performance shall be a remedy available in addition to any other remedies provided by law.

17. Integrated Agreement.

This document represents the entire and integrated agreement between District and City and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatever.

18. Countersign.

This Agreement may be countersigned by the two parties on two separate sheets, which will be deemed as one fully executed Agreement. The Agreement may also be signed digitally.

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 (“CITY”)

SANTA CLARA UNIFIED SCHOOL DISTRICT  
 (“DISTRICT”)

\_\_\_\_\_

\_\_\_\_\_

City Manager

Chief Business Official

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED TO AS FORM FOR CITY

APPROVED TO AS FORM FOR DISTRICT

\_\_\_\_\_

\_\_\_\_\_

City Attorney

District Attorney

**Spectator Guidelines**

ATTACHMENT B

PREMISES MAP



## Agenda Report

22-238

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### SUBJECT

Action on a Vesting Tentative Parcel Map for 2302 Calle Del Mundo

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

The applicant is requesting approval of a Vesting Tentative Parcel Map (PLN21-15122) to subdivide the 0.98 acre property at 2302 Calle Del Mundo for a single-lot subdivision to create one residential condominium unit and three commercial condominium units. Per the City Code, consideration and action on a Tentative Parcel Map is a function of the City Council. Planning Commission recommendation is not required for minor subdivisions of four lots or less.

This application follows a recently approved project (PLN2021-14878) of an eight-story residential building with 151 residential units and 5,000 square feet of ground-floor commercial space. The project is located in the Center District of the Tasman East Specific Plan and zoned Transit Neighborhood.

#### DISCUSSION

The proposed Vesting Tentative Parcel Map would create a single lot subdivision with one residential condominium unit and three commercial condominium units as shown in the attached Vesting Tentative Parcel Map. Tentative Parcel Map applications are reviewed for General Plan and Zoning Code consistency and conformance with the Subdivision Map Act.

The proposed Vesting Tentative Parcel Map was reviewed by the City's Subdivision Committee and determined complete for review by Council in accordance with Section 17.05.220 of the City Code on October 26, 2021. Staff has confirmed that the proposed subdivision will not result in any inconsistencies with the General Plan and zoning designations for the property, Building Code, or other applicable requirements. Conditions of Approval have been prepared and are provided as Attachment 2. The conditions include a requirement for recordation of Covenants, Conditions and Restrictions (CC&R's) or equivalent instrument governing the shared use and maintenance of utilities, parking spaces (surface and garage), drive aisles, pedestrian walkways, trash, landscaping, and other related facilities.

Approval of the Tentative Parcel Map would allow the property owner flexibility in financing and/or leasing of the property, thereby supporting their long-term use consistent with the City's General Plan and the Tasman East Specific Plan.

#### ENVIRONMENTAL REVIEW

The project is Categorically exempt per Section 15315, Minor Land Divisions of the California Environmental Quality Act, in that the project involves the subdivision of urbanized land into fewer than five parcels and is served by existing municipal facilities. The project also falls within the scope of the environmental impact report (EIR) for the Tasman East Specific Plan, which was certified by the City Council on November 13, 2018.

### **FISCAL IMPACT**

There is no cost to the City other than administrative staff time and expense for the processing of this application typically covered by processing fees paid by the applicant.

### **COORDINATION**

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

### **PUBLIC CONTACT**

On April 6, 2022, a notice of public hearing was published in *The Weekly*, a newspaper of general circulation, and on April 8, 2022, notice of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 1,000 feet of the project site. A

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

### **RECOMMENDATION**

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

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Office of the City Manager

### **ATTACHMENTS**

1. Resolution Approving Tentative Parcel Map
2. Conditions of Tentative Parcel Map Approval
3. Tentative Parcel Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, APPROVING THE VESTING TENTATIVE  
PARCEL MAP FOR THE PROPERTY LOCATED AT 2302  
CALLE DEL MUNDO, SANTA CLARA**

PLN2021-14878 (Architectural Review)  
PLN21-15122 (Vesting Tentative Parcel Map)

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on September 10, 2021, Leatha Clark (“Applicant”) filed an application for a Vesting Tentative Parcel Map for one residential condominium unit and three commercial condominium units on a .98 acre site located at 2302 Calle Del Mundo, Santa Clara, California (“Project Site”);

**WHEREAS**, on October 26, 2021, the Subdivision Committee determined that the application is complete and that the parcel map be reviewed by the City Council in conformance with Section 17.05.400 of the SCCC as a Vesting Tentative Parcel Map;

**WHEREAS**, the Project site is located in the Center District of the Tasman East Specific Plan;

**WHEREAS**, Section 17.05.400 (d) of the SCCC requires that the City Council hold a public hearing before considering the approval of a Vesting Tentative Parcel Map for the division of land;

**WHEREAS**, Section 17.05.400 (d) of the SCCC further requires that notice of the public hearing before the City Council be given by providing notice to all property owners within three hundred (300) feet of the proposed Tentative Parcel Map area by mail and by posting a notice of public hearing in at least three places within the immediate vicinity of the project site;

**WHEREAS**, notice of the public hearing on the Vesting Tentative Parcel Map was published in the *Weekly*, a newspaper of general circulation for the City, on April 6, 2022;

**WHEREAS**, notices of the public hearing on the Vesting Tentative Parcel Map were posted in three conspicuous locations within three hundred (300) feet of the Project Site and were mailed to all property owners within five hundred (500) feet of the Project Site, according to the most recent assessor’s roll, on April 8, 2022;

**WHEREAS**, the proposed parcel map is exempt per CEQA Section 15315, Minor Land Divisions of the California Environmental Quality Act, in that the project involves the subdivision of urbanized land into fewer than five parcels and is served by existing municipal facilities. The project also falls within the scope of the environmental impact report for the Tasman East Specific Plan, which was certified by the City Council on November 13, 2018; and

**WHEREAS**, on April 19, 2022, the City Council reviewed the Vesting Tentative Parcel Map and conducted a public hearing, at which time all interested persons were given an opportunity to provide testimony and present evidence, both in support of and in opposition to the proposed Vesting Tentative Parcel Map.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That this Resolution incorporates, and by this reference makes a part hereof, that certain Vesting Tentative Parcel Map, attached hereto as Exhibit "Tentative Parcel Map".

2. Vesting Tentative Parcel Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and Section 17.05.400(f) of SCCC, the City Council finds and determines that:

A. The Vesting Tentative Parcel Map is consistent with the objectives, policies, general land use and programs specified in the City's General Plan in that the proposed Vesting Tentative Parcel Map would allow for one residential condominium unit and three commercial condominium units that closely implements the General Plan's vision for the Tasman East Specific Plan.

B. The design and improvements of the proposed subdivision are consistent with the City's General Plan in that the Vesting Tentative Parcel Map would allow a construction of the eight-story building with 151 residential units and 5,000 square feet of ground-floor commercial. The Vesting Tentative Parcel Map is subject to the conditions set forth in Exhibit "Conditions of Approval - Map", attached hereto and incorporated by this reference.

C. The site is physically suitable for the proposed type of development in that the project is the design of the building is visually similar and incorporates the use of varied surface materials and colors consistent with adjacent residential and commercial development.

D. This site is physically suitable for the proposed intensity of development in that the Project Site allows a redevelopment of an existing industrial property that is composed of vacant industrial space and surface parking. The project is consistent with the Transit Neighborhood Zoning District, which accommodates high density residential mixed development, and is served by existing municipal facilities.

E. The design of the subdivision and type of improvements are not likely to cause serious health problems in that the site is surrounded by new residential and commercial development.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the project is located in an urbanized setting, on a previously developed site, and includes mitigation measures, as identified in the Tasman East Specific Plan Environmental Impact Report, that reduce impacts to wildlife habitat to the maximum extent feasible.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large or use of property within the proposed subdivision in that, the project is designed to in accordance with the approved project under Planning record, PLN2021-14878.

H. The Vesting Tentative Parcel Map provides, to the extent feasible, for future passive or natural heating or cooling opportunities, in that it would allow flexibility in the development standards to maximize the benefits of green building standards for site and building design. The development is for a new residential mixed-use building.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter, the City Council hereby approves the Vesting Tentative Parcel Map, substantially in the form on file as shown in the "Vesting Tentative Parcel Map" attached hereto, subject to conditions of approval attached as "Conditions of Approval" and hereby incorporated by this reference.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2022 BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Vesting Tentative Parcel Map  
2. Conditions of Approval

I:\PLANNING\2021\Project Files Active\PLN21-15122 2302 Calle Del Mundo (VTMAP)\CC\Resolution Approving Vesting Tentative Parcel Map.doc

**CONDITIONS OF TENTATIVE PARCEL MAP APPROVAL**  
**2302 Calle Del Mundo (PLN21-15122)**

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

**CONDITIONS OF APPROVAL**

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

**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**

- C1. The project shall comply with all conditions of approval for the approved project under the Planning records, PLN2021-14878 and PLN2019-00987.
- C2. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&Rs) or equivalent prior to building permit final. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

**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 included within a Single Encroachment Permit 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 plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of parcel map and/or issuance of building permits.
- E4. 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.

- E5. Dedicate, as required, on-site easements for new and existing utilities and paseo by Subdivision Map or approved instrument at time of development. Developer shall pay applicable easement preparation/processing fee.
- E6. Dedicate a sidewalk easement for the sidewalk and driveway portions within private property and pay the easement preparation fee. Sidewalk easement shall be 1' behind proposed back-of-walk if there is landscaping behind sidewalk and/or at the proposed back-of-walk with a cold joint if there is hardscape concrete behind sidewalk.
- E7. Obtain Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction
- E8. After City Council approval of the Tentative Map, submit 10 copies of the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Engineering Department. The submittal shall include a title report, closure calculations, and all appropriate fees.















## Agenda Report

22-34

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Approving an Amendment to the Restated Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County to Allow a Minimum Purchase Transfer Among Wholesale Customers and a Transfer from the City of Mountain View to the City of East Palo Alto

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

In June 2009, the Bay Area Water Supply and Conservation Agency (BAWSCA), acting on behalf of the City of Santa Clara as a wholesale customer, entered into a Water Supply Agreement with the City and County of San Francisco (San Francisco) and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (WSA). The WSA establishes the terms by which the 26 Wholesale Customers purchase water from the San Francisco Regional Water System. The WSA builds upon the 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County."

In September 2017, BAWSCA and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the WSA, and discussing the creation of a process to transfer Minimum Purchase Quantities. Throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities.

Council previously approved the Amended and Restated WSA, at which time the Wholesale Customers expressed a collective interest in working together to develop a process for the expedited and permanent transfer of Minimum Purchase Quantities.

Under Article 3 of the Amended and Restated WSA, the San Francisco Public Utilities Commission (SFPUC) agrees to deliver water to the Wholesale Customers up to the amount of 184 million gallons per day (MGD), referred to as the "Supply Assurance," and the Wholesale Customers have allocated shares of the Supply Assurance among themselves, referred to as Individual Supply Guarantees (ISG).

Section 3.04 of the Amended and Restated WSA enables a Wholesale Customer that has an ISG to

transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions.

Section 3.07 of the Amended and Restated WSA provides that four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the "Minimum Purchase Customers") may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum annual quantity of water from the SFPUC, referred to as a "Minimum Purchase requirement." If a Minimum Purchase Customer does not meet its minimum purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in Attachment E of the Amended and Restated WSA. The Amended and Restated WSA does not currently allow a Minimum Purchase Customer to transfer a portion of its minimum purchase requirement and the associated financial obligation to another Wholesale Customer.

In 2017, the City of Mountain View ("Mountain View") and the City of East Palo Alto ("East Palo Alto") were interested in transferring 1.0 MGD of Mountain View's Minimum Purchase Quantity to East Palo Alto, however, at the time, there was no procedure in the WSA to effectuate such a transfer without amending the WSA. Therefore, the parties elected to execute a water rights transfer agreement by which East Palo Alto agreed to pay Mountain View \$5.0 Million for the permanent transfer of all rights, title, interest to 1.0 MGD of Mountain View's ISG to East Palo Alto.

In 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated WSA to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers.

In 2020, Mountain View and East Palo Alto began discussing a possible future transfer of a portion of Mountain View's Minimum Purchase Quantity to East Palo Alto. Because the 2017 Mountain View/East Palo Alto ISG transfer predates the Minimum Purchase Amendment, the Mountain View/East Palo Alto Minimum Purchase Transfer must be accomplished separately from the adoption of the Minimum Purchase Amendment.

## **DISCUSSION**

The proposed amendment (shown in Attachment 2) allows Wholesale Customers with ISGs to permanently transfer a portion of Minimum Purchase Quantity through an expedited procedure. The proposed amendment offers the following benefits:

1. Procedural safeguards built into the process by which a Wholesale Customer transfers a portion of its Minimum Purchase Quantity and ISG ensure that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer.
2. A Minimum Purchase Customer may transfer a portion of its Minimum Purchase Quantity within its respective ISG to reduce its financial obligation to pay for imputed sales for Minimum Purchase water that it did not use.
3. Intra-system water transfers are one potential solution to long term water reliability needs among the Wholesale Customers. This expedited, permanent transfer procedure will allow

intra-system water transfers of Minimum Purchase Quantity to occur without a contract amendment approved by the Wholesale Customers, thus removing administrative obstacles to such transfers.

4. Expedited permanent intra-system transfers of portions of Minimum Purchase Quantity and ISG will facilitate the development of new water supplies by the SFPUC that are necessary to support the Cities of San Jose and Santa Clara becoming permanent Wholesale Customers.
5. The Wholesale Customers may increase the 6 MGD cap on the total aggregate amount of Minimum Purchase Quantity that may be transferred by all of the Minimum Purchase Customers over the course of one or multiple transfers if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future.

San Francisco, acting by and through the SFPUC, approved the 2021 Amended and Restated Water Supply Agreement, as negotiated by BAWSCA, on January 26, 2021, pending approval by the requisite number of the Wholesale Customers.

Additionally, the proposed amendment would provide advance approval for the conversion of up to 1.0 MGD of Mountain View's ISG, sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's ISG plus up to 1.0 MGD of Mountain View's Minimum Purchase Quantity to East Palo Alto, in 0.25 MGD increments.

### **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**

Approval of these amendments by resolution has no fiscal impact other than staff time.

### **COORDINATION**

This report was coordinated with the City Attorney's Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1. Approve the attached Resolution Approving an Amendment to the Restated Water Supply Agreement (WSA) between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County to Allow a Minimum Purchase Transfer; and

2. Approve the attached Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto.

Reviewed by: Gary Welling, Director, Water & Sewer Utilities

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Proposed Resolution Amending WSA for Minimum Transfer
2. 2021 Amended and Restated Water Supply Agreement with Attachments
3. Redline Showing Changes to Sections 3.04, 3.07, and 2.03 of the Amended and Restated Water Supply Agreement
4. Proposed Resolution Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AMENDING THE WATER SUPPLY AGREEMENT WITH THE CITY  
AND COUNTY OF SAN FRANCISCO ALLOWING A MINIMUM  
PURCHASE TRANSFER AMONG WHOLESALE CUSTOMERS**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City and County of San Francisco ("San Francisco") Public Utilities Commission ("SFPUC" or "Commission") operates the Regional Water System, which delivers water to water supply agencies in Alameda, San Mateo, and Santa Clara Counties (collectively, "the Parties");

**WHEREAS**, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively, the "Wholesale Customers") established the Bay Area Water Supply and Conservation Agency ("BAWSCA"), as authorized by Water Code Section 81300 *et seq.*;

**WHEREAS**, In 2017, the Wholesale Customers directed BAWSCA to act as its authorized representative in discussions and negotiations with San Francisco to amend the Water Supply Agreement to address a number of substantive issues and these negotiations resulted in the Parties adoption of the Amended and Restated Water Supply Agreement (Amended and Restated Water Supply Agreement) in 2018, authorized by SFPUC Resolution No. 18-0212, dated December 11, 2018; and

**WHEREAS**, in February 2019, this Council by Resolution No. 19-8670, approved the Amended and Restated Water Supply Agreement; and

**WHEREAS**, Section 3.04 of the Amended and Restated Water Supply Agreement enables a Wholesale Customer that has an Individual Supply Guarantee (ISG) to transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions; and

**WHEREAS**, under Section 3.07 of the Amended and Restated Water Supply Agreement, four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the "Minimum Purchase Customers") may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum

annual quantity of water from the SFPUC, referred to as a “Minimum Purchase requirement”;  
and

**WHEREAS**, if a Minimum Purchase Customer does not meet its Minimum Purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in Attachment E of the Amended and Restated Water Supply Agreement; and

**WHEREAS**, the Amended and Restated Water Supply Agreement does not currently allow a Minimum Purchase Customer to transfer a portion of its Minimum Purchase requirement and the associated financial obligation to another Wholesale Customer; and

**WHEREAS**, in September 2017, BAWSCA and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the Water Supply Agreement, and discussing the creation of a process to transfer Minimum Purchase Quantities; and

**WHEREAS**, throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities; and

**WHEREAS**, at the time the Amended and Restated Water Supply Agreement was approved, the Parties expressed a collective interest in working together to develop a process for the expedited and permanent transfer of Minimum Purchase Quantities; and

**WHEREAS**, in 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated Water Supply Agreement to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers;  
and

**WHEREAS**, the Parties recognize that, both before and after the most recent statewide drought, after meeting drought-related conservation mandates, several BAWSCA member agencies were unable to meet their respective Minimum Purchase requirements described in Article 3.07 of the Amended and Restated Water Supply Agreement, which requires payment for water up to the required Minimum Purchase level even if such water is not delivered and used; and

**WHEREAS**, several of the Wholesale Customers with Minimum Purchase requirements might be interested in transferring a portion of their Minimum Purchase Quantity within their respective ISGs to reduce the financial obligation to pay for imputed sales for Minimum Purchase water that is not used; and

**WHEREAS**, with its Alternative Water Supply Program, the SFPUC is in the early stages of planning for fourteen projects to support the Wholesale and Retail Customers' ability to respond to climate change and address future water supply challenges and vulnerabilities, such as regulatory changes, earthquakes, disasters, emergencies, and increases in population and employment; and

**WHEREAS**, the City of San Jose (San Jose) and the City of Santa Clara (Santa Clara) are temporary, interruptible Wholesale Customers of the SFPUC Regional Water System and both cities wish to become permanent Wholesale Customers; and

**WHEREAS**, pursuant to Section 4.06 of the Amended and Restated Water Supply Agreement, by December 31, 2028, San Francisco must complete any necessary California Environmental Quality Act (CEQA) review and must decide whether or not to make San Jose and Santa Clara permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee (ISG) of 9 million gallons per day (MGD) allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara; and

**WHEREAS**, Section 4.06 of the Amended and Restated Water Supply Agreement provides: "San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available;" and

**WHEREAS**, according to SFPUC's December 2021 Alternative Water Supply Planning Quarterly Update (Quarterly Update), "[f]or San Jose and Santa Clara to become permanent customers of the SFPUC, an additional 9 MGD of new, year-round supplies would be needed to meet historic demand levels and up to 15.5 MGD would be needed to meet planned demand through 2045;" and

**WHEREAS**, according to its December Quarterly Update, SFPUC is planning with the "intention to be able to make San Jose and Santa Clara permanent customers," but is prioritizing instream flow obligations to meet existing permanent customer demands, including drought supplies; and

**WHEREAS**, SFPUC has budgeted \$298.3 million over the next ten years to fund water supply projects; and

**WHEREAS**, SFPUC, San Jose, Santa Clara, and BAWSCA are actively working together to consider water supply projects that may offer potential sources of supply to support San Jose and Santa Clara as permanent Wholesale Customers; and

**WHEREAS**, BAWSCA and SFPUC have identified intra-system water transfers as one potential solution to long term water reliability needs among the Wholesale Customers; and

**WHEREAS**, a Minimum Purchase Customer might be more inclined to transfer a portion of its ISG to another Wholesale Customer under Section 3.04 of the Amended and Restated Water Supply Agreement if it was able to include a simultaneous transfer of a portion of its Minimum Purchase requirement and the associated financial obligation; and

**WHEREAS**, allowing simplified permanent intra-system transfers of portions of Minimum Purchase Quantity and ISG will facilitate the development of new water supplies by SFPUC that are necessary to support San Jose and Santa Clara as permanent Wholesale Customers; and

**WHEREAS**, the Parties have developed a process to allow for the transfer of a Wholesale Customer's Minimum Purchase Quantity in conjunction with an ISG transfer pursuant to Section

3.04, which ensures that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer; and

**WHEREAS**, the Parties agree that the total aggregate amount of Minimum Purchase Quantity that may be transferred by all of the Wholesale Customers subject to Minimum Purchase requirements as first specified in Attachment E of the Amended and Restated Water Supply Agreement, over the course of one or multiple transfers, is limited to 6 MGD; and

**WHEREAS**, if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future, the Parties agree to consider further amending Section 3.04 of the Amended and Restated Water Supply Agreement to increase the total aggregate cap on the amount of Minimum Purchase Quantity that may be transferred; and

**WHEREAS**, a proposed transfer that does not meet the requirements of Section 3.04 of the Amended and Restated Water Supply Agreement, as amended by this Resolution, may be presented as an amendment to the Amended and Restated Water Supply Agreement pursuant to Section 2.03 of the Amended and Restated Water Supply Agreement; and

**WHEREAS**, the Parties agree to consider a proposal by the City of Mountain View (Mountain View) and the City of East Palo Alto (East Palo Alto) to amend the Amended and Restated Water Supply Agreement to allow for the conversion of Mountain View's 2017 sale of 1 MGD of ISG to East Palo Alto into a transfer of 1 MGD of Mountain View's ISG that includes Minimum Purchase Quantity to East Palo Alto, over a period of time, and in a manner that protects the other Wholesale Customers' financial and water supply interests; and

**WHEREAS**, if such a conversion is approved by the Parties, the 1 MGD of Mountain View's Minimum Purchase Quantity would be counted towards the total aggregate 6 MGD cap on Minimum Purchase Quantity transfers; and

**WHEREAS**, the Parties now desire to adopt an amendment to the Amended and Restated Water Supply Agreement to permit Wholesale Customers with an ISG to transfer, or accept a transfer, of both a portion of a Wholesale Customer's ISG and its Minimum Purchase Quantity; and

**WHEREAS**, an updated Amended and Restated Water Supply Agreement, reflecting this amendment, in the form negotiated by BAWSCA (2021 Amended and Restated Water Supply Agreement), was presented to and approved by SFPUC on January 26, 2021 pursuant to

SFPUC Resolution No. 21-0009; and

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. The Council approves the modifications included in the attached "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" dated January 2021 (2021 Amended and Restated Water Supply Agreement).

2. The City Manager is authorized and directed to sign the 2021 Amended and Restated Water Supply Agreement, in the form previously approved by the San Francisco Public Utilities Commission and attached hereto.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19th DAY OF April, 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Amended and Restated WSA with Attachments  
2. Redline WSA for Minimum Purchase Amendments

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

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**2021**

**AMENDED AND RESTATED**

**WATER SUPPLY AGREEMENT**

**between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**and**

**WHOLESALE CUSTOMERS**

**in**

**ALAMEDA COUNTY, SAN MATEO COUNTY AND**

**SANTA CLARA COUNTY**

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- B Wholesale Customer Regional Water System Purchases 2007-2008 (Section 1.03)
- C List of Agencies and Individual Supply Guarantees (Section 3.02)
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- Q-2 Santa Clara Service Area (Section 9.06)
- R Classification of Existing System Assets (Section 5.11)

**AMENDED AND RESTATED**  
**WHOLESALE WATER SUPPLY AGREEMENT**

**Introductory Statement**

Both San Francisco, as the Regional Water System owner and operator, and its Wholesale Customers share a commitment to the Regional Water System providing a reliable supply of high quality water at a fair price, and achieving these goals in an environmentally sustainable manner.

**Article 1. Parties, Effective Date, And Defined Terms**

**1.01. Definitions**

The capitalized terms used in this Agreement shall have the meanings set forth in Attachment A.

**1.02. Parties**

The parties to this Agreement are the City and County of San Francisco and such of the following entities (all of which purchase water from San Francisco) as have executed this Agreement:

- Alameda County Water District
- California Water Service Company
- City of Brisbane
- City of Burlingame
- City of Daly City
- City of East Palo Alto
- City of Hayward
- City of Menlo Park
- City of Millbrae
- City of Milpitas
- City of Mountain View
- City of Palo Alto

City of Redwood City  
City of San Bruno  
City of San José  
City of Santa Clara  
City of Sunnyvale  
Coastside County Water District  
Estero Municipal Improvement District  
Guadalupe Valley Municipal Improvement District  
Mid-Peninsula Water District  
North Coast County Water District  
Purissima Hills Water District  
Stanford University  
Town of Hillsborough  
Westborough Water District

The entities listed above which have executed this Agreement shall be collectively referred to as the “Wholesale Customers.”

**1.03. Effective Date**

A. Except as provided in subsection C, this Agreement shall become effective only when it has been approved by San Francisco and by each of the entities listed in Section 1.02 and when San Francisco and each of those entities (except for the City of Hayward) have entered into an Individual Water Sales Contract as provided in Section 9.01.

B. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract on or before July 1, 2009, the effective date shall be July 1, 2009. If San Francisco and all of the entities listed in Section 1.02 approve this Agreement and (except for the City of Hayward) an Individual Water Sales Contract after July 1, 2009 but on or before September 1, 2009, the effective date shall be the date on which the last entity listed in Section 1.02 approves this Agreement and, if required, an Individual Water Sales Contract.

C. If by September 1, 2009 this Agreement has been approved by fewer than all of the entities listed in Section 1.02 or fewer than all of such entities (other than the City of Hayward) have entered into an Individual Water Sales Contract, but it has been approved by entities representing at least 75% in number and 75% of the water purchased from SFPUC by

all listed agencies during FY 2007-08 (i.e., 173.39 MGD), then San Francisco shall have the option to waive the requirement in subsection A that all listed agencies have approved this Agreement and an Individual Water Sales Contract as a condition precedent to this Agreement and any Individual Water Sales Contract becoming effective. San Francisco shall have 60 days from September 1, 2009 (i.e., until October 31, 2009) within which to decide whether or not to waive the condition. If San Francisco decides to waive the condition, those listed agencies that have approved this Agreement and Individual Water Sales Contract before October 31, 2009 will be bound thereby and this Agreement and Individual Water Sales Contracts will become effective as to them, as of the date of San Francisco's waiver. For purposes of determining whether listed agencies that have approved this Agreement represent at least 75% of the water purchased during FY 2007-08, the quantity of water attributable to each listed entity shall be as set forth on Attachment B.

D. The provisions of Article 9 that apply to fewer than all Wholesale Customers (i.e., Sections 9.02 - 9.07) shall not become effective unless San Francisco and the entity to which the section applies have each approved (1) this Agreement, and (2) the underlying Individual Water Sales Contract, unless otherwise provided in Article 9. This provision does not affect the continued enforceability of provisions in those sections that derive from independently enforceable judgments, orders or agreements.

## **Article 2. Term; Amendments During Term**

### **2.01. Term**

The term ("Term") of this Agreement shall be twenty five (25) years. The Term shall begin on July 1, 2009, regardless of whether the Effective Date is before or after that date, and shall end on June 30, 2034. Except as provided in Article 9, the term of all Individual Water Sales Contracts shall also begin on July 1, 2009 and end on June 30, 2034.

### **2.02. Extension and Renewal of Term**

A. In December 2031, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2032 and June 30, 2032, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2032 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2030-31, the Term shall be extended for another five (5) years ("First Extension Term"), through June 30, 2039. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

B. In December 2036, the SFPUC may provide written notice to the Wholesale Customers that it is willing to extend the Term of this Agreement. Between January 1, 2037 and June 30, 2037, any Wholesale Customer may accept the SFPUC's offer to extend the Term by providing a written notice of extension to the SFPUC. If such notices of extension are received from Wholesale Customers representing at least two-thirds in number as of June 30, 2037 and seventy five percent (75%) of the quantity of water delivered by the SFPUC to all Wholesale Customers during fiscal year 2035-36, the Term shall be extended for another five (5) years ("Second Extension Term"), through June 30, 2044. No party to this Agreement which does not wish to remain a party during the Extension Term shall be compelled to do so by the actions of other parties under this section.

C. After the expiration of the Term, and, if applicable, the Extension Terms, this Agreement may be renewed by mutual consent of the parties, subject to any modifications thereof which may be determined at that time. If fewer than all of the parties desire to renew this Agreement beyond its Term, with or without modifications, the SFPUC and the Wholesale

Customers who wish to extend the Agreement shall be free to do so, provided that no party to this Agreement which does not wish to become a party to such a renewed Agreement shall be compelled to do so by the actions of other parties under this section.

### **2.03. Amendments**

#### **A. Amendments to Agreement; General**

1. This Agreement may be amended with the written consent of all parties.

2. This Agreement may also be amended with the written consent of San Francisco and of Wholesale Customers representing at least two-thirds in number (i.e., 18 as of July 1, 2009) and seventy five percent (75%) of the quantity of water delivered by San Francisco to all Wholesale Customers during the fiscal year immediately preceding the amendment.

3. No amendment which adversely affects a Fundamental Right of a Wholesale Customer may be made without the written consent of that customer. Amendments to Article 5 which merely affect the allocation of costs between City Retail customers on the one hand and Wholesale Customers collectively on the other, and amendments to Articles 6 and 7 which merely alter budgetary, accounting and auditing procedures do not affect Fundamental Rights and may be made with the consent of parties meeting the requirements of Section 2.03.A.2.

4. When an amendment has been approved by San Francisco and the number of Wholesale Customers required in Section 2.03.A.2, San Francisco shall notify each of the Wholesale Customers in writing of the amendment's adoption. Notwithstanding any provision of law or this Agreement, any Wholesale Customer that claims that the amendment violates its Fundamental Rights under Section 2.03.A.3, shall have 30 days from the date San Francisco delivers the notice of its adoption in which to challenge the amendment's validity through a judicial action. If no such action is filed within 30 days, the amendment shall be finally and conclusively deemed to have been adopted in compliance with this section.

#### **B. Amendments to Article 9**

1. Notwithstanding the provisions of Sections 2.03.A.2 and 2.03.A.3, any provision of Article 9 which applies only to an individual Wholesale Customer may be amended with the written concurrence of San Francisco and the Wholesale Customer to which it applies;

provided that the amendment will not, directly or indirectly, adversely affect the Fundamental Rights of the other Wholesale Customers.

2. Before making any such amendment effective, San Francisco shall give notice, with a copy of the text of the proposed amendment, to all other Wholesale Customers. The Wholesale Customers shall have 30 days in which to object to the amendment on the ground that it is not permissible under this subsection. If no such objection is received by San Francisco, the proposed amendment shall become effective. If one or more Wholesale Customers object to the amendment, San Francisco, the individual Wholesale Customer with which San Francisco intends to effect the amendment, and the Wholesale Customer(s) which lodged the objection shall meet to discuss the matter.

3. If the dispute cannot be resolved and San Francisco and the Wholesale Customer involved elect to proceed with the amendment, either San Francisco or the Wholesale Customer shall give written notice of such election to each Wholesale Customer that has objected. Any Wholesale Customer that has objected to such amendment shall have 30 days from receipt of this notice within which to commence an action challenging the validity of such amendment, and such amendment shall be deemed effective as of the end of this 30-day period unless restrained by order of court.

C. **Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
C	Individual Supply Guarantees (amendments reflecting Section 3.04 transfers only)
E	Minimum Annual Purchase Quantities (amendments reflecting Section 3.04 transfers only)
E-1	Temporary Modified Minimum Annual Purchase Quantities
G	Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules

N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.

D. **Amendments to Individual Water Sales Contracts.** Individual Water Sales Contracts described in Section 9.01 may be amended with the written concurrence of San Francisco and the Wholesale Customer which is a party to that Individual Water Sales Contract; provided that the amendment is not inconsistent with this Agreement or in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement.

## **Article 3. Water Supply**

### **3.01. Supply Assurance**

A. San Francisco agrees to deliver water to the Wholesale Customers up to the amount of the Supply Assurance. The Supply Assurance is for the benefit of the entities listed in Section 1.02, irrespective of whether or not they have executed this Agreement. Water delivered by San Francisco to Retail Customers shall not be included in the Supply Assurance. Until December 31, 2018, the foregoing commitment is subject to Article 4.

B. Both the Supply Assurance and the Individual Supply Guarantees identified in Section 3.02 are expressed in terms of daily deliveries on an annual average basis and do not themselves constitute a guarantee by San Francisco to meet peak daily or hourly demands of the Wholesale Customers, irrespective of what those peak demands may be. The parties acknowledge, however, that the Regional Water System has been designed and constructed to meet peak daily and hourly demands and that its capacity to do so has not yet been reached. San Francisco agrees to operate the Regional Water System to meet peak requirements of the Wholesale Customers to the extent possible without adversely affecting its ability to meet peak demands of Retail Customers. This Agreement shall not preclude San Francisco from undertaking to meet specific peak demand requirements of individual Wholesale Customers in their Individual Water Sales Contracts.

C. The Supply Assurance is perpetual and shall survive the expiration or earlier termination of this Agreement. Similarly, the Individual Supply Guarantees identified in Section 3.02 and/or the Individual Water Sales Contracts are perpetual and shall survive the expiration or earlier termination of this Agreement or the Individual Water Sales Contracts.

D. Notwithstanding the Supply Assurance established by this section, the Individual Supply Guarantees identified in Section 3.02 and the Individual Water Sales Contracts, the amount of water made available by San Francisco to the Wholesale Customers is subject to reduction, to the extent and for the period made necessary by reason of water shortage, Drought, Emergencies, or by malfunctioning or rehabilitation of facilities in the Regional Water System. Any such reduction will be implemented in accordance with Section 3.11. The amount of water made available to the Wholesale Customers may not be reduced, however, merely because the water recycling and groundwater projects which the WSIP envisions to be constructed within San Francisco, or the conservation programs intended to reduce water use

by Retail Customers that are included in the WSIP, do not generate the yield or savings (10 MGD combined) anticipated by San Francisco.

### **3.02. Allocation of Supply Assurance**

A. Pursuant to Section 7.02 of the 1984 Agreement, a portion of the Supply Assurance has been allocated among 24 of the 26 Wholesale Customers. These Individual Supply Guarantees are also expressed in terms of annual average metered deliveries of millions of gallons per day and are listed in Attachment C.

B. Three Wholesale Customers do not have Individual Supply Guarantees. The cities of San Jose and Santa Clara do not have an Individual Supply Guarantees because San Francisco has provided water to them on a temporary and interruptible basis as described in Sections 4.05 and 9.06. The City of Hayward does not have an Individual Supply Guarantee because of the terms of the 1962 contract between it and San Francisco, as further described in Section 9.03.

C. If the total amount of water delivered by San Francisco to Hayward and to the Wholesale Customers that are listed on Attachment C exceeds 184 MGD over a period of three consecutive fiscal years (i.e., July 1 through June 30), then the Individual Supply Guarantees of those Wholesale Customers listed on Attachment C shall be reduced pro rata so that their combined entitlement and the sustained use by Hayward does not exceed 184 MGD. The procedure for calculating the pro rata reduction in Individual Supply Guarantees is set out in Attachment D.

1. The provisions of this subsection C are not in derogation of the reservation of claims to water in excess of the Supply Assurance which are contained in Section 8.07. Nor do they constitute an acknowledgement by Wholesale Customers other than Hayward that San Francisco is obligated or entitled to reduce their Individual Supply Guarantees in the circumstances described herein. The provisions of this subsection C shall, however, be operative unless and until a court determines that its provisions violate rights of the Wholesale Customers derived independently of this Agreement.

2. The foregoing paragraph is not intended to and shall not constitute a contractual commitment on the part of San Francisco to furnish more water than the Supply Assurance to the Wholesale Customers or a concession by San Francisco that the provisions of this subsection violate any rights of the Wholesale Customers.

D. Notwithstanding the reservation of claims contained in Sections 3.02.C and 8.07, it shall be the responsibility of each Wholesale Customer to limit its purchases of water from San Francisco so as to remain within its Individual Supply Guarantee. San Francisco shall not be liable to any Wholesale Customer or be obligated to supply more water to any Wholesale Customer individually or to the Wholesale Customers collectively than the amount to which it or they are otherwise entitled under this Agreement due to the use by any Wholesale Customer of more water than the amount to which it is entitled under this Agreement.

E. San Francisco shall install such new connections between the Regional Water System and the distribution system of any Wholesale Customer that are necessary to deliver the quantities of water to which the Wholesale Customer is entitled under this Agreement. San Francisco shall have the right to determine the location of such connections, in light of the need to maintain the structural integrity of the Regional Water System and, where applicable, the need to limit peaking directly off of Regional Water System pipelines by a Wholesale Customer's individual retail customers, the need to ensure that a Wholesale Customer's individual retail customers have access to alternative sources of water in the event of a reduction in San Francisco's ability to provide them with water, and other factors which may affect the desirability or undesirability of a particular location. San Francisco's decisions regarding the location of new connections and the location, size and type of any new meters shall not be reviewable by a court except for an abuse of discretion or failure to provide a Wholesale Customer with connections and meters adequate to deliver the quantity of water to which it is entitled under this Agreement.

### **3.03. Wholesale Customer Service Areas**

A. Each of the Individual Water Sales Contracts described in Section 9.01 will contain, as an exhibit, a map of the Wholesale Customer's service area. A Wholesale Customer may not deliver water furnished to it by San Francisco outside the boundary of its service area without the prior written consent of San Francisco, except for deliveries to another Wholesale Customer on an emergency and temporary basis pursuant to Section 3.07.B.

B. If a Wholesale Customer wishes to expand its service area, it shall request San Francisco's consent to the expansion and provide information reasonably requested by San Francisco about the amount of water projected to be purchased from San Francisco to meet demand within the area proposed to be added to the service area.

C. San Francisco may refuse a Wholesale Customer's request to expand its service area on any reasonable basis. If San Francisco denies a request by a Wholesale Customer to expand its service area, or fails to act on the request for six months after it has been submitted, the Wholesale Customer may challenge San Francisco's denial or delay in court. Such a challenge may be based on the Wholesale Customers' claim, reserved in Section 8.07, that San Francisco is obligated under federal or state law to furnish water, included within its Individual Supply Guarantee, to it for delivery outside its then-existing service area and that it is entitled to enlarge its service area to supply water to such customers. San Francisco reserves the right to contest any such claim on any applicable ground. This subsection does not apply to San Jose and Santa Clara, whose maximum service areas are fixed pursuant to Section 9.06.

D. This section will not prevent San Francisco and any Wholesale Customer, other than San Jose and Santa Clara, from agreeing in an Individual Water Sales Contract or an amendment thereto that:

- the Wholesale Customer may expand its service area without subsequent San Francisco approval to a definitive size but no larger, or
- the Wholesale Customer will not expand its service area beyond its present limits without San Francisco approval

and waiving the provisions of this section with respect to any additional expansion.

E. If two or more Wholesale Customers agree to adjust the boundaries of their respective service areas so that one assumes an obligation to serve customers in an area that was previously within the service area of another Wholesale Customer, they may also correspondingly adjust their respective Individual Supply Guarantees. Such adjustments are not subject to the requirements of Section 3.04 and shall require only the consent of San Francisco and the Wholesale Customers involved, so long as the Supply Assurance and the Individual Supply Guarantees of other Wholesale Customers are not affected. Service area boundary adjustments that would result in the expansion of any California Water Service Company service areas are subject to the requirements of Section 9.02.D. Any adjustment of service area boundaries that would result in the supply of water in violation of this Agreement or the Act shall be void.

F. San Francisco acknowledges that it has heretofore consented in writing to deliveries of water by individual Wholesale Customers outside their service area boundaries and

agrees that nothing in this Agreement is intended to affect such prior authorizations, which remain in full force and effect according to their terms. Such authorizations shall be identified in the Individual Water Sales Contracts.

**3.04. Permanent Transfers of Individual Supply Guarantees and Minimum Annual Purchase Quantities**

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent, as opposed to temporary or time-limited. Notwithstanding the previous sentence, a portion of an Individual Supply Guarantee that has been transferred under this section may be included in another transfer under this section at a later date. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of a portion of a Minimum Annual Purchase Quantity may be included in transfers of a portion of an Individual Supply Guarantee and are subject to the same requirements for Individual Supply Guarantee transfers in this section as well as the following conditions:

1. Transferor of Minimum Annual Purchase Quantity. A Wholesale Customer subject to the minimum annual purchase requirements of Section 3.07.C may transfer both a portion of its Individual Supply Guarantee and a portion of its Minimum Annual Purchase Quantity to one or more Wholesale Customers that have an Individual Supply Guarantee. The process by which such a transfer may be proposed and approved is set forth in subparts D and E of this section. A Wholesale Customer that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than half (50%) of its Minimum Annual Purchase Quantity as first specified in Attachment E at the start of the Term of this Agreement. Wholesale Customers that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than 6 MGD of the total aggregate Minimum Annual Purchase Quantity specified in Attachment E at the start of the Term of this Agreement. A Wholesale Customer that received a Minimum Annual Purchase Quantity through a transfer under this section may cumulatively transfer, over the course of one or multiple transfers, a portion of or all of the Minimum Annual Purchase Quantity it received

pursuant to this section. The effect of such a transfer will be a reduction in the transferor's Individual Supply Guarantee, specified in Attachment C, and a reduction in the transferor's Minimum Annual Purchase Quantity, specified in Attachment E. The SFPUC and BAWSCA will update Attachments C and E to reflect such changes, pursuant to Section 3.04.F. The reduction in the transferor's permanent Minimum Annual Purchase Quantity shall become effective in the same fiscal year in which the transfer becomes effective.

2. Transferee of Minimum Annual Purchase Quantity. A Wholesale Customer that has an Individual Supply Guarantee may be the recipient, or transferee, of both a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity from another Wholesale Customer that has an Individual Supply Guarantee, whether or not the transferee is already subject to the minimum annual purchase requirements of Section 3.07.C. When such a transfer is approved and effective, the transferee will initially have a revised Individual Supply Guarantee and a Temporary Modified Minimum Annual Purchase Quantity, which will be reflected on Attachments C and E-1, respectively, pursuant to Section 3.04.F. A Temporary Modified Minimum Annual Purchase Quantity will become effective in the same fiscal year in which the transfer becomes effective. The transferee's Temporary Modified Minimum Annual Purchase Quantity will ultimately be replaced by a permanent Minimum Annual Purchase Quantity, as described in this sub-section, which will be reflected on Attachment E pursuant to Section 3.04.F.

3. Calculation of Temporary Modified Minimum Annual Purchase Quantity. The Temporary Modified Minimum Annual Purchase Quantity that a transferee receives from a transfer under this sub-section is the sum of (1) the average annual (fiscal year) quantity of water purchased by the transferee from the SFPUC (plus Imputed Sales, if applicable) in the most recent five previous non-drought fiscal years, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. For this calculation, the five previous non-drought fiscal years need not be consecutive. Notwithstanding the preceding sentences in this paragraph, if a transferee has an existing Temporary Modified Minimum Annual Purchase Quantity at the time of a new transfer under this sub-section, the transferee's new Temporary Modified Minimum Annual Purchase Quantity under the new transfer will be the sum of (1) the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. Attachment E-2 contains sample calculations of the Temporary Modified Minimum Annual Purchase Quantity for

transferees who are subject to, or not yet subject to, the minimum annual purchase requirements of Section 3.07.C.

4. Duration and Expiration of Temporary Modified Minimum Annual Purchase Quantity.

a. Once a transfer under this sub-section is approved and effective, the transferee is required to purchase from the SFPUC its Temporary Modified Minimum Annual Purchase Quantity until the quantity of water delivered annually to the transferee by the SFPUC meets or exceeds the Temporary Modified Minimum Annual Purchase Quantity for three consecutive fiscal years. It may take many years for the quantity of water delivered to meet or exceed this amount. The transferee's Temporary Modified Minimum Annual Purchase Quantity is subject to waiver by the SFPUC as described in Section 3.07.C. However, even in the event of such a waiver, a fiscal year in which the transferee still purchases from the SFPUC an amount of water that meets or exceeds its Temporary Modified Minimum Annual Purchase Quantity will count as a fiscal year in which the transferee has met or exceeded its Temporary Modified Minimum Annual Purchase Quantity for the purposes of this paragraph.

b. Once the quantity of water delivered to the transferee by the SFPUC reaches the milestone described in the preceding paragraph, the transferee will no longer be subject to the Temporary Modified Minimum Annual Purchase Quantity. Instead, the transferee will have a new permanent Minimum Annual Purchase Quantity, which will equal the sum of (1) its previous Minimum Annual Purchase Quantity, if applicable, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. The transferee's new permanent Minimum Annual Purchase Quantity will be reflected on Attachment E, and its expired Temporary Modified Minimum Annual Purchase Quantity will be removed from Attachment E-1, pursuant to Section 3.04.F. Any other Temporary Modified Minimum Annual Purchase Quantities of the transferee will remain in effect on Attachment E-1.

D. Transfers of portions of Individual Supply Guarantees, including transfers of portions of Minimum Annual Purchase Quantities, are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

E. The participants in a proposed transfer shall provide written notice to the SFPUC and BAWSCA specifying (1) the amount of the Individual Supply Guarantee proposed to be

transferred, (2) the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC, and (3) the Individual Supply Guarantees of both participants resulting from the transfer. If a proposed transfer includes the transfer of a portion of Minimum Annual Purchase Quantity, then the participants will provide additional written notice specifying (4) the amount of the Minimum Annual Purchase Quantity proposed to be transferred, (5) transferee's Temporary Modified Minimum Annual Purchase Quantity and permanent Minimum Annual Purchase Quantity under the transfer, and (6) the transferor's new Minimum Annual Purchase Quantity under the transfer. The SFPUC may require that the participants in any proposed transfer provide additional information reasonably necessary to evaluate the operational impacts of the proposed transfer and any additional information that will assist the SFPUC in its review of the proposed transfer. The SFPUC will not unreasonably withhold or delay its approval of a proposed transfer; if the SFPUC does not act on the written notice provided by the participants within 60 days, the transfer will be deemed to have been approved. An approved transfer becomes effective on the proposed effective date set forth in the written notice of the proposed transfer provided to the SFPUC and BAWSCA.

F. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C, and updated Attachments E and E-1 where applicable, to reflect the effects of transfers occurring during the immediately preceding fiscal year. By September 30 of each year during the Term, the Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under this Section will be amended with the written concurrence of San Francisco and those Wholesale Customers to reflect the effects of transfers occurring during the immediately preceding fiscal year, as necessary.

G. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

H. A proposed transfer that does not satisfy the requirements of this section may be presented as an amendment to this Agreement pursuant to Section 2.03.

### **3.05. Restrictions on Resale**

Each Wholesale Customer agrees that it will not sell any water purchased from San Francisco to a private party for resale by such private party to others in violation of the Act.

Each Wholesale Customer also agrees that it will not sell water purchased from San Francisco to another Wholesale Customer without prior written approval of the SFPUC, except on a temporary and emergency basis as permitted in Section 3.07.B.2. The SFPUC agrees that it will not unreasonably withhold its consent to a request by a Wholesale Customer to deliver water to another Wholesale Customer for resale.

### **3.06. Conservation; Use of Local Sources; Water Management Charge**

A. In order to support the continuation and expansion of water conservation programs, water recycling, and development of alternative supplies within the Wholesale Customers' service areas, the SFPUC will, if requested by BAWSCA, include the Water Management Charge in water bills sent to Wholesale Customers. The SFPUC will deliver all Water Management Charge revenue to BAWSCA monthly and shall deliver an annual accounting of Water Management Charge revenue to BAWSCA within 90 days after the end of each fiscal year. The SFPUC's obligations to collect and deliver Water Management Charge revenue to BAWSCA under this subsection are conditioned on BAWSCA's delivery to the SFPUC of an annual report describing the projects and programs on which Water Management Charge funds received from the SFPUC during the previous fiscal year were expended and an estimate of the amount of water savings attributable to conservation programs and of the yield of alternative supplies developed. This report will be due within 180 days after the end of each fiscal year during which Water Management Charge funds were received.

B. The SFPUC will work together with BAWSCA to explore ways to support water conservation programs, recycling projects, and conjunctive use alternatives outside the Wholesale Service Area, in particular projects and programs that have the potential to increase both flows in the lower Tuolumne River (downstream of New Don Pedro Reservoir) and water deliveries to the Regional Water System.

C. Each Wholesale Customer shall take all actions within its legal authority related to water conservation that are necessary to insure that the SFPUC (a) remains eligible for (i) state and federal grants and (ii) access to the Drought Water Bank operated by the California Department of Water Resources, as well as other Drought-related water purchase or transfer

programs, and (b) complies with future legal requirements imposed on the Regional Water System by the federal government, the State, or any other third party as conditions for receiving funding or water supply.

D. San Francisco and each Wholesale Customer agree that they will diligently apply their best efforts to use both surface water and groundwater sources located within their respective service areas and available recycled water to the maximum feasible extent, taking into account the environmental impacts, the public health effects and the effects on supply reliability of such use, as well as the cost of developing such sources.

### **3.07. Restrictions on Purchases of Water from Others; Minimum Annual Purchases**

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;
2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or
3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. These Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of

new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer that is subject to the minimum annual purchase requirements of this section with a copy to BAWSCA. The notice will include: (1) the quantity of water delivered to the Wholesale Customer during the previous fiscal year; (2) whether or not the Wholesale Customer met its minimum annual purchase requirement under this section; (3) any Imputed Sales charged to the Wholesale Customer; and (4) the status of any Temporary Modified Minimum Annual Purchase Quantity of the Wholesale Customer, if applicable. The minimum annual purchase requirements set out in Attachments E and E-1 will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its Minimum Annual Purchase Quantity, and may be waived during a state of emergency declared by the Governor of California that impacts water supply use or deliveries from the Regional Water System.

### **3.08. Water Quality**

A. San Francisco shall deliver treated water to Wholesale Customers (except Coastside County Water District, which receives untreated water from Crystal Springs and Pilarcitos Reservoirs) that complies with primary maximum contaminant level and treatment technique standards at the regulatory entry points designated in the San Francisco Regional Water System Domestic Water Supply Permit (currently Permit No. 02-04-04P3810001) issued by the California Department of Public Health (CDPH).

B. San Francisco will provide notice to the Wholesale Customers in accordance with the Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6), attached hereto as Attachment G. San Francisco will regularly update its plan in consultation with the Wholesale Customers and the CDPH. The next update will be completed one year after the Effective Date and include expanded coverage of secondary maximum contaminant level exceedances and water quality communication triggers. The plan will note that the Wholesale Customers will receive the same notification no later than the San Francisco water system (currently Permit No. 02-04-01P3810011) except for distribution-related issues.

C. San Francisco and the Wholesale Customers will establish a Water Quality Committee. The Water Quality Committee will meet at least quarterly to collaboratively address

water quality issues, such as Water Quality Notification and Communications Plan updates, regulatory issues, and water quality planning studies/ applied research. San Francisco and each Wholesale Customer will designate a representative to serve on the committee. There will be a Chair and Vice Chair position for the Water Quality Committee. The Chair and Vice Chair positions will be held by San Francisco and the Wholesale Customers and rotate between them on an annual basis.

### **3.09. Completion of WSIP**

San Francisco will complete construction of the physical facilities in the WSIP by December 30, 2021. The SFPUC agrees to provide for full public review and comment by local and state interests of any proposed changes that delay previously adopted project completion dates or that delete projects. The SFPUC shall meet and consult with BAWSCA before proposing to the Commission any changes in the scope of WSIP projects which reduce their capacity or ability to achieve adopted Level of Service Goals and Objectives. The SFPUC retains discretion to determine whether to approve the physical facilities in the WSIP until after it completes the CEQA process as set forth in Section 4.07.

### **3.10. Regional Water System Repair, Maintenance and Operation**

A. San Francisco will keep the Regional Water System in good working order and repair consistent with prudent utility practice.

B. San Francisco will submit reports to its Retail and Wholesale Customers on the "State of the Regional Water System," including reports on completed and planned maintenance, repair or replacement projects or programs, by September of every even-numbered year, with reports to start in September 2010.

C. San Francisco will cooperate with any audit of the SFPUC's asset management practices that may be initiated and financed by BAWSCA or the Wholesale Customers. BAWSCA may contract with third parties to conduct the audits. San Francisco will consider the findings and recommendations of such audits and will provide a written response indicating agreement with the recommendations, or disagreement with particular recommendations and the reasons why, within 90 calendar days after receipt.

D. San Francisco will continue to operate its reservoirs in a manner that assigns higher priority to the delivery of water to the Bay Area and the environment than to the

generation of electric power. The SFPUC, as the Regional Water System operator, is solely responsible for making day-to-day operational decisions.

### 3.11. **Shortages**

A. **Localized Water Reductions.** Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available or interrupt water deliveries to specific geographical areas within the Regional Water System service area to the extent that such reductions are necessary due to Emergencies, or in order to install, repair, rehabilitate, replace, investigate or inspect equipment in, or perform other maintenance work on, the Regional Water System. Such reductions or interruptions may be imposed by San Francisco without corresponding reductions or interruptions in the amount of water available to SFPUC water users outside the specific geographical area where reductions or interruptions are necessary, if the system's ability to supply water outside the specific geographical area has not been impaired. In the event of such a reduction or interruption, San Francisco will restore the supply of water to the specific geographical area as soon as is possible. Except in cases of Emergencies (during which oral notice shall be sufficient), San Francisco will give the affected Wholesale Customer(s) reasonable written notice of such localized reductions or interruptions, the reasons therefor, and the probable duration thereof.

B. **System-Wide Shortages and SFPUC Response to Regional Emergencies.** Following a major system emergency event, the SFPUC will work closely with its Wholesale Customers to monitor customer demand, including the demand source. In the event that any individual Wholesale Service Area or Retail Service Area customer's uncontrolled distribution system leaks could result in major water waste and endanger the supply provided by the Regional Water System as a whole, flow through some customer connections may need to be temporarily reduced or terminated. SFPUC will work closely with customers to assess the nature of the demand (e.g. fire-fighting versus leakage), so that public health and safety protection can be given top priority.

1. All emergencies that require use of non-potable source water will require use of chlorine, or other suitable disinfectant, if feasible.

2. San Francisco will use its best efforts to meet the seismic reliability and delivery reliability Level of Service Goals and Objectives adopted by the Commission in conjunction with the WSIP. San Francisco will distribute water on an equitable basis throughout the Regional Water System service area following a regional Emergency, subject to physical limitations caused by damage to the Regional Water System.

3. San Francisco's response to Emergencies will be guided by the then-current version of the ERRP. The SFPUC shall periodically review, and the Commission may amend, the ERRP to ensure that it remains an up-to-date and effective management tool.

4. The SFPUC will give the Wholesale Customers notice of any proposal to amend the ERRP in a manner that would affect them. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

C. **Shortages Caused by Drought; Acquisition of Dry Year Supplies.**

Notwithstanding San Francisco's obligations to deliver the Supply Assurance to the Wholesale Customers collectively and the Individual Supply Guarantees to Wholesale Customers individually, San Francisco may reduce the amount of water available to the Wholesale Customers in response to Drought.

1. The Tier 1 Shortage Plan (Attachment H) will continue to be used to allocate water from the Regional Water System between Retail and Wholesale Customers during system-wide shortages of 20% or less.

2. San Francisco and the Wholesale Customers may negotiate in good faith revisions to the Tier 1 Shortage Plan to adjust for and accommodate anticipated changes due to demand hardening in the SFPUC's Wholesale and Retail Service Areas. Until agreement is reached, the current Tier 1 Shortage Plan will remain in effect.

3. The SFPUC will honor allocations of water among the Wholesale Customers ("Tier 2 Allocations") provided by BAWSCA or if unanimously agreed to by all Wholesale Customers. If BAWSCA or all Wholesale Customers do not provide the SFPUC with Tier 2 Allocations, then the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers. For Regional Water System shortages in excess of 20%, San Francisco shall (a) follow the Tier 1 Shortage Plan allocations up to the 20% reduction, (b) meet and discuss how to implement incremental

reductions above 20% with the Wholesale Customers, and (c) make a final determination of allocations above the 20% reduction. After the SFPUC has made the final allocation decision, the Wholesale Customers shall be free to challenge the allocation on any applicable legal or equitable basis.

4. San Francisco will use its best efforts to identify potential sources of dry year water supplies and establish the contractual and other means to access and deliver those supplies in sufficient quantity to meet a goal of not more than 20 percent system-wide shortage in any year of the design drought.

5. San Francisco will cooperate with BAWSCA to improve water supply reliability. As an example of such cooperation, San Francisco may invite a representative of BAWSCA to attend and participate in meetings with third parties for development of dry year water supplies. If San Francisco does not invite a BAWSCA representative to attend a specific scheduled meeting, it will promptly (within 30 days of any such meeting) provide BAWSCA with a written or oral report on the meeting, including any decisions reached at it, as well as information about planned subsequent meetings. Progress in securing dry year water supplies will be reported to the SFPUC and the BAWSCA board of directors during the first quarter of each calendar year.

### **3.12. Wheeling of Water from Outside SFPUC System**

Subject to the Wheeling Statute, the SFPUC will not deny use of Regional Water System unused capacity for wheeling when such capacity is available for wheeling purposes during periods when the SFPUC has declared a water shortage emergency under Water Code Section 350 if the following conditions are met:

A. The transferor pays reasonable charges incurred by the SFPUC as a result of the wheeling, including capital, operation, maintenance, administrative and replacement costs (as such are defined in the Wheeling Statute).

B. Wheeled water that is stored in the Regional Water System spills first.

C. Wheeled water will not unreasonably: (1) impact fish and wildlife resources in Regional Water System reservoirs; (2) diminish the quality of water delivered for consumptive uses; or (3) increase the risk of exotic species impairing Regional Water System operations. The transferor may at its own expense provide for treatment to mitigate these effects.

D. Priority will be given to wheeling by Wholesale Customers or BAWSCA over arrangements for third-party public entities.

### **3.13. Limits on New Customers**

A. **New Wholesale Customers Prior to December 31, 2028.** Until December 31, 2028, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;
2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD; and
3. This Agreement is amended to incorporate any commitments to proposed new wholesale customers and to San Jose and Santa Clara, and to address the effects, if any, of the new customer(s) on water supply reliability, water quality and cost to existing customers of the Regional Water System.

B. **New Wholesale Customers After December 31, 2028.** As of January 1, 2029, San Francisco will not enter into contracts to supply water to any entity other than a Wholesale Customer (whether permanent or temporary, firm or interruptible) unless:

1. It completes any necessary environmental review under CEQA of the proposed new wholesale water service obligations as provided in Section 4.07;
2. It concurrently completes any necessary environmental review under CEQA as provided in Section 4.07 and commits to make both San Jose and Santa Clara permanent customers with Individual Supply Guarantees equal to at least 9 MGD;
3. Doing so increases the reliability of the Regional Water System; and
4. This Agreement is concurrently amended (a) to reflect that increased reliability by means of an increased commitment by San Francisco to deliver water during Droughts and (b) to address the effects, if any, of the new customer(s) on water supply, water quality and cost to existing customers of the Regional Water System.

C. **New Retail Customers.** San Francisco may enter into new retail water service obligations outside of the City and County of San Francisco:

1. Only in Alameda, San Mateo, Santa Clara, San Joaquin and Tuolumne Counties;
2. That are within or immediately adjacent to areas in which it currently serves other Retail Customers; and
3. Until the aggregate additional demand represented by the new retail customers reaches 0.5 MGD.

The limitations on serving new Retail Customers described in this subsection do not apply to historical obligations to supply water that may be contained in prior agreements between the SFPUC or its predecessor the Spring Valley Water Company, and individual users or property owners located adjacent to Regional Water System transmission pipelines.

D. **Water Exchanges and Cost Sharing Agreements with Other Water Suppliers.** Subject to completion of necessary environmental review under CEQA, San Francisco may at any time enter into water exchanges or cost sharing agreements with other water suppliers to enhance dry year or normal year water deliveries, provided that San Francisco cannot incur new water service obligations to such other water suppliers unless the requirements for taking on new wholesale customers in subsections A and B above are met.

### 3.14. **Measurement of Water**

A. The parties recognize that continuous and accurate measurement of water deliveries to and from the Regional Water System and maintenance of complete and accurate records of those measurements is necessary (1) for the costs of the Regional Water System to be allocated in accordance with this Agreement, (2) for implementation of other provisions of this Agreement, and (3) for effective operation and maintenance of a water system serving a large urbanized region.

B. It is the responsibility of the SFPUC to obtain and record these measurements. To do so, the SFPUC shall install, maintain and operate measuring and recording equipment at the following locations: (1) inputs to the Regional Water System from all water sources (“System Input Meters”), (2) internal flow meters to support operation of the Regional Water System (“In-Line Meters”), (3) deliveries to the City at the San Francisco-San Mateo County line (“County-

Line Meters”) and to three reservoirs in San Francisco (“In-City Terminal Reservoir Meters”), (4) deliveries to SFPUC Retail Customers located outside the boundaries of the City, and (5) deliveries to the Wholesale Customers, as described and illustrated in Attachment J.

C. The SFPUC shall inspect, test, service, and calibrate the measuring and recording equipment installed at the locations described in subsection B and will repair or replace them when necessary, in order to ensure that their accuracy is consistent with specifications provided in Attachment J.

D. The SFPUC shall continue to contract with a qualified independent metering consultant to perform periodic inspection, testing, servicing and calibration of the County-Line Meters, the In-City Terminal Reservoir Meters, and the System Input and In-Line Meters described in Attachment J, as well as the portion of the SFPUC’s Supervisory Control and Data Acquisition (SCADA) system that utilizes the flow signals produced by that measuring and recording equipment. The method, schedule and frequency for calibration and maintenance of the County-Line Meters and the In-City Terminal Reservoir Meters are specified in Attachment J. The SFPUC shall provide copies of the metering consultant’s reports to BAWSCA.

E. System Input Meters measure water deliveries into the Regional Water System from sources such as Hetch Hetchy and the SFPUC’s water treatment plants. System Input Meters also measure deliveries from the Regional Water System to outside sources or from such sources to the Regional Water System through interties with the Santa Clara Valley Water District and the East Bay Municipal Utility District. In-Line Meters measure internal system flows and are located on the Bay Division Pipelines and other main transmission pipelines. These meters are collectively referred to as the “System Input and In-line Meters.” Similar to the County-Line Meters, the System Input and In-Line Meters have secondary metering equipment, such as differential pressure transmitters and flow recorders. The System Input and In-Line Meters, and all associated secondary metering equipment, shall be calibrated and maintained according to the method, schedule, and frequency specified in the Procedures Manual described in subsection G, below.

F. The locations of the smaller and more numerous meters described in subsection B (4) and (5) are not illustrated in Attachment J; however, they are also critical in the determination of cost allocations, and accordingly require continued maintenance and

calibration. It is the responsibility of the SFPUC to maintain the accuracy of these meters and their secondary metering equipment.

G. The SFPUC will prepare a Procedures Manual which will describe in detail the procedures for periodic inspection, testing, servicing and calibration of the measuring and recording equipment described in subsection B. Once the Procedures Manual is completed, the SFPUC and BAWSCA may agree that it should supersede some or all of the requirements in Attachment J regarding the County-Line and the In-City Terminal Reservoir Meters. Unless and until such an agreement is reached and documented, however, the requirements in Attachment J, Section D will continue in force as minimum standards for meter maintenance and calibration of the County-Line and In-City Terminal Reservoir Meters (subject to modification under the circumstances described in Attachment J, Section A.4).

H. If BAWSCA and the SFPUC are unable to agree on the water use calculations required by Attachment J for a particular year, the Wholesale Customers may file a demand for arbitration challenging the SFPUC's determination of the Wholesale Revenue Requirement for that year on the basis of its reliance on disputed water use calculations. Such a challenge must be brought in the manner and within the time specified in Section 8.01.

### **3.15. New Sources of Water Supply to Maintain Supply Assurance**

A. **Urgent Reductions of Existing Surface Water Supplies.** Sudden and unanticipated events may require San Francisco to act promptly to protect the health, safety and economic well-being of its Retail and Wholesale Customers. Such sudden events include, but are not limited to drought, earthquakes, terrorist acts, catastrophic failures of facilities owned and operated by San Francisco, and other natural or man-made events. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. To the extent appropriate and applicable, San Francisco will act in accordance with Section 3.11 and the ERRP. Nothing in this subsection limits San Francisco's obligations under Section 3.11 to pursue additional sources of supply to augment supplies available during drought.

B. **Non-Urgent Reductions of Existing Surface Water Supplies.** Climate change, regulatory actions and other events may impact San Francisco's ability to maintain the Supply Assurance from its existing surface water supplies, but on timescales long enough to permit San Francisco to collaborate with its Wholesale Customers on how best to address possible impacts to water supply. If such events diminish San Francisco's ability to maintain the Supply Assurance, San Francisco may increase the Wholesale Revenue Requirement to pay for planning, evaluation and implementation of replacement sources of supply when such needs arise and without the prior approval of the Wholesale Customers. San Francisco will keep the Wholesale Customers informed of actions being taken under this subsection, progress made, and contingency actions the Wholesale Customers may need to consider taking. San Francisco will solicit input and recommendations from BAWSCA and the Wholesale Customers, and take those recommendations into consideration. Prior to Commission approval of plans or taking other actions that would impact the Wholesale Revenue Requirement, San Francisco will hold a public hearing to receive written and oral comments. Nothing in this subsection modifies San Francisco's obligation to maintain the ability to provide the Supply Assurance under this Agreement.

### 3.16. **New Sources of Water Supply to Increase Supply Assurance**

A. **Surface Water Supplies From Existing Watersheds After 2018.** The Commission action in SFPUC Resolution Number 08-0200, adopted October 30, 2008 requires certain decisions by San Francisco regarding whether to supply more than 265 MGD from its watersheds following 2018. Such decisions are to be made by December 31, 2018, subject to the exercise of San Francisco's retained CEQA discretion in Section 4.07. San Francisco's future decisions may include an offer to increase the Supply Assurance at the request of some or all of its Wholesale Customers. Costs associated with providing additional water from its existing water supplies in San Mateo, Santa Clara, Alameda, Tuolumne, and Stanislaus Counties shall be allocated to Wholesale and Retail Customers as described in Article 5.

B. **New Water Supplies.** If San Francisco seeks to develop additional water supplies from new sources to increase the Supply Assurance available to Wholesale Customers, studies and resulting water supply projects will be conducted jointly with BAWSCA under separate agreement(s) specifying the purpose of the projects, the anticipated regional benefits and how costs of studies and implementation will be allocated and charged. Nothing in this Agreement shall serve as precedent for the allocation of such new supply capital costs

between Retail and Wholesale Customers or associated operational expenses, which shall only occur following approval of both parties and amendment of this Agreement, if necessary, under Section 2.03.

### **3.17. Westside Basin Groundwater Storage and Recovery Project**

In August 2014, the SFPUC approved a WSIP project called the Groundwater Storage and Recovery Project (“Project”), which authorized the SFPUC to enter into an agreement governing the operation of the Project with the Participating Pumpers entitled “Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno, and California Water Service Company” (“Project Operating Agreement”), which became effective on December 16, 2014. The Project produces Regional benefits for all customers of the Regional Water System by making use of available groundwater storage capacity in the Southern portion of the Westside Basin through the supply of additional surface water (“In Lieu Water”) to the Participating Pumpers from the Regional Water System, in exchange for a corresponding reduction in groundwater pumping at existing wells owned by the Participating Pumpers. The new groundwater supply that accrues to storage as a result of delivery of In Lieu Water will be recovered from the SFPUC Storage Account during water shortages using new Regional Project Facilities or Shared Facilities operated by the Participating Pumpers and the SFPUC. Project mitigation capital costs and annual Project operations and maintenance expenses and water supplies shall be allocated as follows:

A. All In Lieu Water delivered to the Participating Pumpers shall be (1) temporary and interruptible in nature and (2) at the sole discretion of the SFPUC based on the total volume of water available to the Regional Water System.

B. All In Lieu Water delivered to the Participating Pumpers shall be considered a delivery of water to storage and shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

C. In the event that it is necessary to reduce the Participating Pumpers’ aggregate designated quantity of groundwater production allocation pursuant to Section 4.7 of the Project Operating Agreement, the SFPUC may supply an annual maximum of up to 500 acre feet of Participating Pumper Replacement Water from the Regional Water System at a price

comparable to the Participating Pumpers' then-current groundwater cost, as may be adjusted annually as provided for in Section 4.7 of the Project Operating Agreement. Each of the Participating Pumpers may elect to take delivery of its share of Participating Pumper Replacement Water either as interruptible surface water deliveries from the Regional Water System or as a transfer of storage credits from the SFPUC Storage Account. All revenue received from such water sales or transfers shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use. All volumes of Participating Pumper Replacement Water delivered shall not be construed to affect or increase the Individual Supply Guarantees of these Wholesale Customers or to otherwise entitle them to any claim of water in excess of their Individual Supply Guarantees.

D. Any operation and maintenance expenses incurred by the Participating Pumpers and the SFPUC that are related to the operation of Project Facilities and Shared Facilities for Project purposes shall be included as Regional pumping expenses under Section 5.05.B of this Agreement and included as part of the Wholesale Revenue Requirement. For rate setting purposes, estimated Project operation and maintenance expenses shall be used as set forth in Section 6.01 of this Agreement. Operation and maintenance expenses associated with the Participating Pumpers' Existing Facilities that do not provide Regional benefits shall not be included in the Wholesale Revenue Requirement. On a case-by-case basis, the SFPUC may include operation and maintenance expenses associated operation of the Participating Pumpers' Existing Facilities in the Wholesale Revenue Requirement provided that such expenses (1) are solely attributable to Project operations for a Regional benefit and (2) are not caused by the Participating Pumper's failure to operate and maintain its existing wells in a reasonable and prudent manner consistent with water utility industry standards. The SFPUC shall provide the Wholesale Customers with copies of Project Operation and Maintenance Expenses documentation provided by the Participating Pumpers under Section 9.2 of the Project Operating Agreement.

E. The Project Mitigation, Monitoring and Reporting Program ("MMRP") adopted by the SFPUC included mitigation measure HY-6 to prevent well interference impacts to the Irrigation Well Owners. In mitigation measure HY-6, the SFPUC agreed to provide standby supplies of Irrigation Well Owner Replacement Water from the Regional Water System, to alter Project operations, and implement other actions (e.g., well replacement) to avoid well interference impacts that require the consent of the Irrigation Well Owners. The SFPUC's

Project mitigation and other obligations to the Irrigation Well Owners are memorialized in substantially identical “Groundwater Well Monitoring and Mitigation Agreements” with one or more of the Irrigation Well Owners. For purposes of this Agreement, water supplies, and the capital costs and operations and maintenance expenses associated with providing Irrigation Well Owner Replacement Water and implementing other mitigation actions identified in the Project MMRP, shall be allocated as follows:

1. Irrigation Well Owner Replacement Water shall be limited to a cumulative maximum of 1.76 mgd and shall be delivered only in volumes necessary for mitigating well interference impacts as provided in the Project MMRP. The supply of Irrigation Well Owner Replacement Water by the SFPUC shall not be considered a new water supply commitment to Retail Customers or Wholesale Customers under Section 3.13 of this Agreement. The annual volume of Irrigation Well Owner Replacement Water supplied shall be metered and allocated as water from the Regional Water System during shortages between Retail Customers and Wholesale Customers in proportion to and consistent with the provisions of the Shortage Allocation Plan. All revenue received from Irrigation Well Owners for metered deliveries of Irrigation Well Owner Replacement Water shall be considered revenue related to the sale of water and allocated between Retail Customers and Wholesale Customers on the basis of Proportional Water Use.

2. All Project capital costs incurred by the SFPUC in complying with the mitigation measures in the Project MMRP shall be considered Regional capital costs under Section 5.04 of this Agreement.

3. Operations and maintenance expenses incurred by the SFPUC in maintaining Project mitigation assets described in the Project MMRP shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement. Well pumping expenses that are required to be paid by the SFPUC in the agreements with the Irrigation Well Owners shall be considered Regional pumping expenses under Section 5.05.B of this Agreement.

4. Any wheeling charges imposed by California Water Service Company for delivery of Irrigation Well Owner Replacement Water shall be considered Regional transmission and distribution expenses under Section 5.05.D of this Agreement.

F. The SFPUC will audit (1) operation and maintenance expenses submitted by the Participating Pumpers, and (2) well pumping expenses submitted by the Irrigation Well Owners,

for reimbursement to confirm that such costs were incurred, respectively, as a result of (1) operating Project Facilities and Shared Facilities for a Regional benefit and (2) complying with mitigation obligations in the Project MMRP. Costs associated with the use of Project Facilities or Shared Facilities for Direct Retail or Direct Wholesale purposes, or that do not otherwise provide Regional benefits, shall not be included in the Wholesale Revenue Requirement. The SFPUC is responsible for resolving disputes with the Participating Pumpers and Irrigation Well Owners concerning expense allocations. Project expense documentation, including documentation of negotiation and settlement of disputed costs, will be available for review during the Compliance Audit described in Section 7.04 of this Agreement. The Wholesale Customers may dispute the SFPUC's resolution of expense allocations through the arbitration provisions in Section 8.01 of this Agreement.

G. The SFPUC may direct the Participating Pumpers to recover water from the SFPUC Storage Account for any type of shortage referenced in Section 3.11 of this Agreement. Water recovered from the SFPUC Storage Account using Project Facilities and Shared Facilities may be used for (1) the benefit of all Regional Water System customers; (2) Retail Customers; or (3) one or more of the Participating Pumpers. The Wholesale Revenue Requirement shall only include operation and maintenance expenses incurred due to the operation of Project Facilities and Shared Facilities for Regional benefits, including expenses incurred due to compliance with mitigation measures in the Project MMRP.

H. All water recovered during shortages caused by drought from the SFPUC Storage Account for Regional benefit, by the Participating Pumpers and by the SFPUC for delivery to Retail and Wholesale Customers, shall be used to free up a comparable volume of surface water from the Regional Water System for allocation in accordance with the Tier 1 Shortage Plan.

I. If the Project is terminated for any reason, including breach of the Project Operating Agreement by one or more of the Participating Pumpers or the SFPUC, a force majeure event as specifically defined by the Project Operating Agreement, or due to regulatory action or legal action, then:

1. Any water remaining in the SFPUC Storage Account shall be used for the benefit of all customers of the Regional Water System;

2. Outstanding eligible operation and maintenance expenses, including costs incurred during recovery of remaining stored water, will be allocated as provided in this Section 3.17 of this Agreement; and

3. If Project Facilities are no longer capable of being used for a Regional benefit, the Wholesale Customers will be credited with their share of proceeds from disposition of Project Facilities or reimbursed their share of such capital costs for any Project Facilities which are retained by the SFPUC for Direct Retail benefit and not used for the benefit of the Wholesale Customers, on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Project Facilities.

J. In the event that a Participating Pumper establishes the occurrence of a force majeure event as defined in the Project Operating Agreement, the SFPUC may enter into negotiations with the Participating Pumper to take over the operation of the portion of any Shared Facilities used for Project purposes for continued Regional use. If the SFPUC cannot reach agreement regarding the continued use of Shared Facilities for ongoing Regional benefit, the Participating Pumper shall reimburse the SFPUC and the Wholesale Customers for their respective shares of previously incurred Project capital costs used to upgrade the Shared Facilities on the basis of (a) original cost less depreciation and outstanding related Indebtedness or (b) original cost less accumulated depreciation for revenue funded Shared Facilities. In the event that the SFPUC seeks to take over the operation of Shared Facilities for Direct Retail use, or one or more Wholesale Customers seeks to negotiate with a Participating Pumper to take over the operation of Shared Facilities for individual use or Direct Wholesale use, the party or parties benefiting from such transfer of Shared Facilities shall reimburse the other parties to this Agreement with their respective shares of previously incurred Project capital costs on the basis described in the previous sentence, or as the parties may otherwise agree.

**3.18. Water Supply Agreement Amendment Required.**

San Francisco may not change the existing condition of the Hetch Hetchy Reservoir by:

1. Abandoning or decommissioning O'Shaughnessy Dam; or
2. Draining Hetch Hetchy Reservoir, except for purposes of (i) repair, rehabilitation, maintenance, improvement, or reconstruction of O'Shaughnessy Dam or appurtenances, (ii) supplying water to the Bay

Area during drought, or (iii) meeting water release requirements under the Raker Act, or federal or state law,

unless the parties enter into an amendment to the Water Supply Agreement, in full force and effect, adopted in accordance with Section 2.03.

The amendment shall state, or restate, as the case may be:

- A. The level of service goals for seismic reliability and delivery reliability adopted by the Commission in conjunction with such proposed changes to the Regional Water System, provided such goals are at least as protective of the Wholesale Customers as the Level of Service Goals and Objectives;
- B. The level of water quality to be delivered, which is currently provided for in Section 3.08, and
- C. The specific cost allocation procedures, written as an amendment to Article 5, which apply to (1) the abandonment or decommissioning of O'Shaughnessy Dam, or (2) the draining of Hetch Hetchy Reservoir, and (3) the development, operation and maintenance of New Regional Assets that may be required to replace water supplied by Hetch Hetchy Reservoir and delivered to the Bay Area.

In the event that the parties are not able to agree upon and approve an amendment to the Water Supply Agreement as set forth above, San Francisco may not abandon or decommission O'Shaughnessy Dam or drain Hetch Hetchy Reservoir.

## **Article 4. Implementation of Interim Supply Limitation.**

### **4.01. Interim Supply Limitation Imposed by SFPUC**

In adopting the WSIP in Res. No. 08-0200, the Commission included full implementation of all proposed WSIP capital improvement projects to achieve Level of Service Goals and Objectives relating to public health, seismic safety, and delivery reliability, but decided to adopt a water supply element that includes the Interim Supply Limitation. This article describes how the parties will implement the Interim Supply Limitation imposed by the SFPUC between the Effective Date and December 31, 2018, and how the SFPUC will conduct water supply planning after December 31, 2018.

### **4.02. Retail and Wholesale Customer Allocations Under Interim Supply Limitation**

The Interim Supply Limitation is allocated as follows between Retail and Wholesale Customers:

Retail Customers' allocation: 81 MGD

Wholesale Customers' allocation: 184 MGD

The Wholesale Customers' collective allocation of 184 MGD under the Interim Supply Limitation includes the demand of the cities of San Jose and Santa Clara, whose demand is not included in the Supply Assurance, as provided in Section 3.02.B. By December 31st, 2010, the Commission will establish each Wholesale Customer's Interim Supply Allocation at a public meeting.

### **4.03. Transfers of Interim Supply Allocations**

A. Any Wholesale Customer, including Hayward, may transfer a portion of its Interim Supply Allocation to one or more other Wholesale Customers, as provided in this section. All Wholesale Customers are also eligible transferees, including California Water Service Company up to its Individual Supply Guarantee.

B. Transfers of a portion of an Interim Supply Allocation must be prospective. The duration of a transfer cannot be less than the balance of the fiscal year. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of portions of Interim Supply Allocations are subject to approval by the SFPUC. SFPUC review is limited to determining (1) whether a proposed transfer complies with

the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

D. The participants in a proposed transfer shall provide notice to the SFPUC specifying the amount of the Interim Supply Allocation proposed to be transferred and the proposed effective date of the transfer, which shall not be less than 60 days after the notice is submitted to the SFPUC. The SFPUC may require additional information reasonably necessary to evaluate the operational impacts of the transfer. The SFPUC will not unreasonably withhold or delay its approval; if the SFPUC does not act on the notice within 60 days, the transfer will be deemed to have been approved.

E. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA.

F. Transfers of Interim Supply Allocations shall continue in effect until the earlier of (1) delivery of written notice to the SFPUC by the transfer participants that the transfer has been rescinded or (2) December 31, 2018.

#### **4.04. Environmental Enhancement Surcharge**

A. **Establishment of Environmental Enhancement Surcharge.** Beginning with wholesale water rates for fiscal year 2011-2012, and continuing for the duration of the Interim Supply Limitation, the Commission will establish the Environmental Enhancement Surcharge concurrently with the budget-coordinated rate process set forth in Article 6 of this Agreement. The monetary amount of the Environmental Enhancement Surcharge per volume of water, such as dollars per acre-foot, will be equivalent for Retail Customer use in excess of 81 MGD and Wholesale Customer use in excess of 184 MGD. The Environmental Enhancement Surcharge will be simple to calculate so that Wholesale Customers can estimate potential surcharges for budgeting purposes and establish retail rates within their service areas.

B. **Application of Environmental Enhancement Surcharge.** Beginning in fiscal year 2011-12, the Environmental Enhancement Surcharge will be levied only if and when combined Retail Customer and Wholesale Customer purchases exceed the Interim Supply Limitation of 265 MGD and if the fund described in subsection D below has been established by the San Francisco Board of Supervisors. In that event, the Environmental Enhancement Surcharge will apply to Retail Customers for use in excess of 81 MGD and to individual

Wholesale Customers for use in excess of their Interim Supply Allocations established by the Commission pursuant to Section 4.02.

1. Environmental Enhancement Surcharges related to the Retail Customers' use in excess of their 81 MGD Retail Customer Allocation will be paid by the SFPUC, and no portion of such surcharges may be allocated to Wholesale Customers. The method of recovering the Environmental Enhancement Surcharges imposed upon Retail Customers shall be within the sole discretion of the SFPUC.

2. Environmental Enhancement Surcharges related to the individual Wholesale Customers' use in excess of their respective Interim Supply Allocations will be paid to the SFPUC by individual Wholesale Customers.

C. **Collection of Environmental Enhancement Surcharge.** Notwithstanding the budget-coordinated rate setting process contemplated in Article 6 of this Agreement, the Environmental Enhancement Surcharge for any given year will be determined retrospectively based on actual annual usage during the fiscal year in excess of the Interim Supply Allocation and paid in equal monthly installments over the remainder of the immediately following fiscal year.

D. **Establishment of Fund for Environmental Enhancement Surcharge Proceeds.** Environmental Enhancement Surcharges paid by the SFPUC and by Wholesale Customers will be placed into a restricted reserve fund. The SFPUC will request the San Francisco Board of Supervisors to establish this fund by ordinance and, if adopted, the fund will be subject to the following restrictions:

1. Interest earnings will stay in the reserve fund.
2. The reserve fund shall (a) be subject to automatic appropriation; (b) require unexpended and unencumbered fund balances to be carried forward from year to year; and (c) not be transferred to the San Francisco General Fund.
3. The reserve fund may be used only for specific environmental restoration and enhancement measures for the Sierra and local watersheds, such as those included in the Watershed Environmental Improvement Program.
4. Environmental Enhancement Surcharge proceeds shall be expended in an expeditious manner. Any Environmental Enhancement Surcharge

proceeds that remain in the reserve fund as of December 31, 2018 shall be used to complete projects previously approved under subsection E. Upon completion of the identified projects, the balance of any unexpended sums in the reserve fund shall be distributed to BAWSCA and the SFPUC in proportion to the total amount of surcharges assessed to the Wholesale and Retail Customers, respectively.

E. **Use of Environmental Enhancement Surcharge Proceeds**. Specific uses of Environmental Enhancement Surcharges will be decided by the SFPUC and BAWSCA General Managers following input from environmental stakeholders and other interested members of the public. If parties are unable to agree, then they will jointly select a third person to participate in making the decision.

**4.05. San Jose/ Santa Clara Interim Supply Allocation and Process for Reduction/ Termination.**

San Francisco will supply a combined annual average of 9 MGD to the cities of San Jose and Santa Clara through 2028. Water supplied by San Francisco may only be used in the defined service areas of San Jose and Santa Clara shown on Attachment Q-1 and Q-2, respectively. San Francisco may reduce the quantity of water specified in this section when it establishes the Interim Supply Allocations for Wholesale Customers in Section 4.02. The establishment of Interim Supply Allocations for San Jose and Santa Clara shall not be considered a reduction of supply within the meaning of this section, provided that the Interim Supply Allocations assigned to San Jose and Santa Clara do not effect a reduction greater than the aggregate average reduction in Individual Supply Guarantees for Wholesale Customers that have such guarantees. The application of Interim Supply Allocations to San Jose and Santa Clara, and water supply planning after December 31, 2018, are subject to the following provisions:

A. In December 2010 and in each December thereafter through 2027, the SFPUC shall prepare and the Commission shall consider, at a regularly scheduled public meeting, a Water Supply Development Report detailing progress made toward (1) meeting the Interim Supply Limitation by June 30, 2018 and (2) developing additional water supplies that will allow the Commission to designate San Jose and Santa Clara as permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee of up to 9 MGD by the end of the Term on June 30, 2034.

B. The annual Water Supply Development Report shall be based on water purchase projections and work plans prepared by the SFPUC for the Retail Customers and by BAWSCA for the Wholesale Customers, respectively, and submitted to the Commission in June of each year beginning in 2010.

C. If the Commission finds that the projections in the Water Supply Development Report show that (1) the Interim Supply Limitation will not be met by June 30, 2018, as a result of Wholesale Customers' projected use exceeding 184 MGD, or (2) the purchases of the Wholesale Customers, including San Jose and Santa Clara, are projected to exceed 184 MGD before June 30, 2028, the Commission may issue a conditional ten year notice of interruption or reduction in supply of water to San Jose and Santa Clara.

D. Upon issuance of the conditional notice of interruption or reduction, the SFPUC will prepare a new analysis of water supply that will be utilized by the San Francisco Planning Department in its preparation of any necessary documentation under CEQA pursuant to Section 4.07 on the impacts of interrupting or reducing service to San Jose and Santa Clara.

E. Such notice of interruption or reduction will be rescinded if the Commission finds, based upon a subsequent annual Water Supply Development Report, that (1) sufficient progress has been made toward meeting the Interim Supply Limitation, or (2) projections show that the projected purchases of the Wholesale Customers, including San Jose and Santa Clara, will not exceed 184 MGD by June 30, 2028.

F. In no case shall any interruption or reduction of service to San Jose or Santa Clara pursuant to this section become effective less than two years from the completion of the CEQA process (not including resolution of any appeals or litigation) or ten years from the notice, whichever is longer. If the ten year notice is issued after 2018, such interruption or reduction would be effective after 2028.

G. If deliveries to San Jose and Santa Clara are interrupted, existing turnout facilities to San Jose and Santa Clara will remain in place for possible use during emergencies.

H. San Francisco and the cities of San Jose and Santa Clara will cooperate with BAWSCA and the Santa Clara Valley Water District in the identification and implementation of additional water sources and conservation measures for the cities' service areas that are

relevant to the water supply and the possible offer of permanent status for the two cities by the SFPUC.

#### **4.06. San Francisco Decisions in 2028 Regarding Future Water Supply**

A. By December 31, 2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 that is relevant to making San Jose and Santa Clara permanent customers of the Regional Water System and will decide whether or not to make San Jose and Santa Clara permanent customers of the Regional Water System with a combined Individual Supply Guarantee of 9 MGD allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara. San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available. In the event that San Francisco decides to afford permanent status to San Jose and Santa Clara, this Agreement will be amended pursuant to Section 2.03.

B. By December 31, 2028, San Francisco will have completed any necessary CEQA review pursuant to Section 4.07 and will decide how much water, if any, in excess of the Supply Assurance it will supply to Wholesale Customers from the Regional Water System to meet their projected future water demands until the year 2040, and whether to offer a corresponding increase in the Supply Assurance as a result of these determinations.

#### **4.07. Retained Discretion of SFPUC and Wholesale Customers**

A. This Agreement contemplates discretionary actions that the SFPUC and the Wholesale Customers may choose to take in the future that could result in physical changes to the environment ("Discretionary Actions"). The Discretionary Actions include decisions to:

1. Develop additional or alternate water resources by the SFPUC or one or more Wholesale Customers;
2. Implement the physical facilities comprising the WSIP by December 30, 2021;
3. Approve wheeling proposals by Wholesale Customers;
4. Approve new wholesale customers and water exchange or cost sharing agreements with other water suppliers;
5. Provide additional water to San Jose and/or Santa Clara;
6. Offer permanent status to San Jose and/or Santa Clara;

7. Reduce or terminate supply to San Jose and/or Santa Clara;
8. Provide additional water to Wholesale Customers in excess of the Supply Assurance to meet their projected future water demands;
9. Offer a corresponding volumetric increase in the Supply Assurance; and
10. Implement the Hetch Hetchy Water and Power projects listed in Attachment R-2.

The Discretionary Actions may require the SFPUC or Wholesale Customers to prepare environmental documents in accordance with CEQA prior to the SFPUC or the Wholesale Customers determining whether to proceed with any of the Discretionary Actions. Accordingly, and notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement commits the SFPUC or the Wholesale Customers to approve or carry out any Discretionary Actions that are subject to CEQA. Furthermore, the SFPUC's or Wholesale Customers' decisions to approve any of these Discretionary Actions are subject to the requirement that San Francisco and each Wholesale Customer, as either a "Lead Agency" (as defined in Section 21067 of CEQA and Section 15367 of the CEQA Guidelines) or a "Responsible Agency" (as defined in Section 21069 of CEQA and Section 15381 of the CEQA Guidelines) shall have completed any CEQA-required environmental review prior to approving a proposed Discretionary Action.

B. In considering any proposed Discretionary Actions, the SFPUC and Wholesale Customers retain absolute discretion to: (1) make such modifications to any of the proposed Discretionary Actions as may be necessary to mitigate significant environmental impacts; (2) select feasible alternatives to the proposed Discretionary Actions that avoid significant adverse impacts; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts as part of the decision to approve the Discretionary Actions; (4) balance the benefits of the proposed Discretionary Actions against any significant environmental impacts before taking final actions to approve the proposed Discretionary Actions if such significant impacts cannot otherwise be avoided; or (5) determine not to proceed with the proposed Discretionary Actions.

## **Article 5. Wholesale Revenue Requirement**

### **5.01. Scope of Agreement**

This Article shall be applicable only to the water rates charged by San Francisco to the Wholesale Customers. Nothing contained in this Agreement shall limit, constrain, or in any way affect the rates which San Francisco may charge for water sold to Retail Customers or the methodology by which such rates are determined.

### **5.02. General Principles**

This Article sets forth the method by which the Wholesale Customers' collective share of expenses incurred by the SFPUC in delivering water to them will be determined. This collective share is defined as the "Wholesale Revenue Requirement."

A. The SFPUC currently operates several enterprises, including the Water Enterprise, the Wastewater Enterprise, and the Hetch Hetchy Enterprise.

B. The Wastewater Enterprise is responsible for treating sewage within San Francisco and provides no benefit to the Wholesale Customers.

C. The Hetch Hetchy Enterprise is responsible for storing and transmitting water to the Water Enterprise, generating hydroelectric power and transmitting it to San Francisco, generating electric power within San Francisco, and distributing electricity and steam heat within San Francisco. Its water supply operations provide benefits to the Wholesale Customers.

D. The Water Enterprise delivers water to both Retail Customers, which are located both within and outside San Francisco, and to the Wholesale Customers, all of which are located outside San Francisco.

E. This Article implements two general principles as follows: (1) the Wholesale Customers should not pay for expenses of SFPUC operations from which they receive no benefit and (2) the Wholesale Customers should pay their share of expenses incurred by the SFPUC in delivering water to them on the basis of Proportional Annual Use unless otherwise explicitly provided in this Agreement.

F. To implement these general principles, the Wholesale Revenue Requirement will consist of, and be limited to, the Wholesale Customers' shares of the following categories of expense:

1. Capital cost recovery of Water Enterprise Existing Assets, and Hetch Hetchy Enterprise Existing Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.03)
2. Contribution to the capital cost of Water Enterprise New Regional Assets (Section 5.04)
3. Water Enterprise operation and maintenance expenses, including power purchased from the Hetch Hetchy Enterprise that is used in the operation of the Water Enterprise (Section 5.05)
4. Water Enterprise administrative and general expenses (Section 5.06)
5. Water Enterprise property taxes (Section 5.07)
6. The Water Enterprise's share of the Hetch Hetchy Enterprise's operation and maintenance, administrative and general, and property tax expenses (Section 5.08)
7. The Water Enterprise's share of the Hetch Hetchy Enterprise's capital cost of New Assets classified as Water-Only and the Water-Related portion of Joint assets (Section 5.09)

In each of these cost categories, Direct Retail Expenses will be allocated entirely to Retail Customers. Direct Wholesale Expenses will be allocated entirely to the Wholesale Customers. Regional Expenses will be allocated between Retail Customers and Wholesale Customers as provided in this Article.

G. For purposes of establishing the rates to be charged Wholesale Customers, expenses will be based on the budget for, and estimates of water purchases in, the following fiscal year, as provided in Article 6. For purposes of accounting, the Wholesale Revenue Requirement will be determined on the basis of actual expenses incurred and actual water use, as provided in Article 7.

H. In addition, rates charged to Wholesale Customers may include the Wholesale Customers' contribution to a Wholesale Revenue Coverage Reserve, as provided in Section 6.06, which is not included in the Wholesale Revenue Requirement itself.

### **5.03. Capital Cost Recovery - Existing Regional Assets**

A. SFPUC has previously advanced funds to acquire or construct Existing Assets used and useful in the delivery of water to both Wholesale Customers and Retail Customers. The parties estimate that the Wholesale Customers' share of the net book value of these assets, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately \$366,734,424, as shown on Attachment K-1.

B. In addition, SFPUC has also previously advanced funds received from Retail Customer revenues to acquire or construct assets included in Construction-Work-In-Progress (CWIP) as of June 30, 2009. The parties estimate that the Wholesale Customers' share of the book value of these revenue funded capital expenditures, as of the expiration of the 1984 Agreement on June 30, 2009, will be approximately \$15,594,990, as shown on Attachment K-2. The Wholesale Customers shall pay their share of the cost of Existing Assets and revenue-funded CWIP by amortizing the amounts shown on Attachment K-1 and Attachment K-2 over 25 years at an interest rate of 5.13 percent. The amounts to be included in the Wholesale Revenue Requirement pursuant to this section shall be the sum of the annual principal and interest amounts shown on Attachments K-3 (for Water Enterprise Regional Assets and the one Direct Wholesale Asset) and K-4 (for Hetch Hetchy Enterprise Water-Only Assets and the Water-Related portion [45 percent] of Joint assets) calculated on the basis of monthly amortization of principal as set forth on Attachments K-3 and K-4.

C. In addition, the Commission has previously appropriated funds, advanced through rates charged to Retail Customers, for construction of capital projects. Some of these projects are active, and have unexpended balances of appropriated funds that are not included in CWIP as of June 30, 2009. These projects, and the associated balances, are shown on Attachment K-5. Expenditures of funds from these balances during FY 2009-10, FY 2010-11 and FY 2011-12 will be reviewed in FY 2012-13. The SFPUC will prepare a report showing the amount expended in each year on each project and the total expended during all years on all projects that are categorized as Regional or, in the case of Hetch Hetchy Enterprise, are categorized as either Water-Only or Joint. The wholesale share of that total will be determined using the allocation principles in this Agreement based on Proportional Water Use during those three years. The result, plus accrued interest at the rate specified in Section 6.05.B, will be calculated by the SFPUC and its calculation reviewed by the Compliance Auditor as part of the Compliance Audit for FY 2012-13. The audited total will be paid based on a schedule of level

annual principal and interest amounts over ten years at an interest rate of 4.00%, calculated on a monthly amortization basis. All or any portion of the balance may be prepaid. The first year's payment will be included in the Wholesale Revenue Requirement for FY 2014-15.

D. The parties agree that the Wholesale Customers' share of the net book values of Existing Regional Assets as of June 30, 2008 as shown on Attachment K-1 are accurate. The compliance audit conducted on the calculation of the FY 2008-09 Suburban Revenue Requirement required by the 1984 Agreement will determine the actual amounts of depreciation on, and capital additions to, plant in service during that fiscal year. Those amounts will be compared to the corresponding estimates shown on Attachments K-1 and K-2. The differences will be added to or subtracted from the estimated asset values shown on Attachments K-1 and K-2 and the amortization schedules in Attachments K-3 and K-4 will be recalculated. The wholesale allocation factors shall be fixed at 70.1% for the Water Enterprise Existing Assets and 64.2% for Hetch Hetchy Enterprise Existing Assets for both the preliminary and final payment schedules. The SFPUC will prepare and provide to the Wholesale Customers revised Attachments K-1 through K-4 based on the Wholesale Customers' share of the net book value of the assets placed in service as of June 30, 2009 used to provide water service to the Wholesale Customers and the net book value of revenue-funded CWIP expended as of June 30, 2009. The revised Attachments K-1 through K-4 shall be approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA and will be substituted for the original Attachments K-1 through K-4.

E. The original Attachments K-1 through K-4, based on estimates, shall be used for estimating the Wholesale Revenue Requirement for the fiscal year beginning July 1, 2009. The revised Attachments, based on audited actuals, shall be used to determine the actual Wholesale Revenue Requirement for FY 2009-10 and to determine the Wholesale Revenue Requirement(s) in all subsequent years, except as may be provided elsewhere in this Agreement.

F. The Wholesale Customers, acting through BAWSCA, may prepay the remaining unpaid Existing Assets principal balance, in whole or in part, at any time without penalty or early payment premium. Any prepayments will be applied in the month immediately following the month in which the prepayment is made and the revised monthly amount(s) will be used to calculate the Wholesale Revenue Requirement. Any partial prepayments must be in an amount at least equal to \$10 million. In the event of a partial prepayment, an updated schedule for the

remaining payments shall be prepared reflecting the unpaid balance after prepayment, amortized through the end of FY 2034, calculated as provided in this section. The updated schedule, approved by the General Manager of the SFPUC and the General Manager/CEO of BAWSCA, will be substituted for Attachment K-3 and/or Attachment K-4.

#### **5.04. Capital Cost Contribution - New Regional Assets**

A. **Debt-Funded Capital Additions.** The Wholesale Customers shall pay the wholesale share of Net Annual Debt Service for New Regional Assets. The Regional projects in the WSIP are identified in Attachment L-1.

1. The amount of Net Annual Debt Service for New Regional Assets will be determined for each series of Indebtedness issued. Until the proceeds of a particular series are Substantially Expended, the amount attributable to specific projects will be based on the expected use of proceeds shown in the "Certificate Regarding Use of Proceeds" executed by the SFPUC General Manager on behalf of the Commission in connection with the sale of the Indebtedness, provided such certificate identifies the use of proceeds at a level of detail equivalent to that shown on Attachment L-2, which is a copy of the certificate prepared for the 2006 Revenue Bonds, Series A. If a certificate does not identify the use of proceeds at that level of detail, the SFPUC General Manager shall prepare and execute a separate certificate which does identify the use of proceeds at the level of detail shown on Attachment L-2 and deliver it to BAWSCA within 15 days from the closing of the sale of the Indebtedness.

2. After the proceeds of a series are Substantially Expended, the SFPUC General Manager will prepare and execute a certificate showing the actual expenditure of proceeds at a level of detail equivalent to the initial General Manager certificate. The resulting allocation of Net Debt Service to New Regional Assets for a series of bonds will be used in the fiscal year in which the proceeds have been Substantially Expended and thereafter. Differences between the amount of Net Debt Service paid by Wholesale Customers prior to that year and the amount of Net Debt Service that they should have paid during that time based on the actual expenditure of proceeds will be taken into account in calculation of the balancing account for the fiscal year in which the proceeds were Substantially Expended. The application of the remaining proceeds shall be proportionate to the allocation of the Net Debt Service to New Regional Assets.

3. The Wholesale Customers' share of Net Annual Debt Service for the New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the

projects in the WSIP are categorized as Direct Wholesale.) The Wholesale Customers' share of Net Annual Debt Service for all other New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use.

4. If Indebtedness is issued by the SFPUC to refund the 2006 Revenue Bonds, Series A or to refund any other long-term Indebtedness issued after July 1, 2009, the Net Annual Debt Service attributable to proceeds used for refunding will be allocated on the same basis as the Indebtedness being refunded.

5. The SFPUC will prepare an annual report showing for each issue of Indebtedness and through the most recently completed fiscal year: (1) net financing proceeds available to pay project costs, (2) actual earnings on proceeds, (3) actual expenditures by project. The report shall be substantially in the form of Attachment L-3 and shall be delivered to BAWSCA on or before November 30 of each year, commencing November 2009.

6. In addition to Net Debt Service, Wholesale Customers will pay a proportionate share of annual administrative costs associated with Indebtedness, such as bond trustee fees, credit rating agency fees, letter of credit issuer fees, San Francisco Revenue Bond Oversight Committee fees, etc., but only to the extent such fees are neither paid from proceeds of Indebtedness nor included in SFPUC operation and maintenance or administrative and general expenses.

B. **Revenue-Funded Capital Additions.** The Wholesale Customers shall pay the wholesale share of the appropriation contained in the SFPUC annual budget for each year to be used to acquire or construct New Regional Assets. If such appropriations are reimbursed from proceeds of Indebtedness, the Wholesale Customers will be credited for prior payments made under this Section 5.04.B.

The Wholesale Customers' share of the annual appropriation for revenue-funded New Regional Assets that are categorized as Direct Wholesale will be 100 percent. (None of the Repair and Replacement projects in the SFPUC's most recent capital improvement program updated on February 10, 2009, is categorized as Direct Wholesale.) The Wholesale Customers' share of the annual appropriation for all other revenue-funded New Regional Assets will be determined each year and will be equal to the Wholesale Customers' Proportional Annual Use in each fiscal year. The amount appropriated in each fiscal year for the wholesale share of New Regional Assets shall be contributed to the Wholesale Capital Fund described in Section 6.08 and reported on and administered as shown in that section and Attachments M-1 through M-3.

## **5.05. Water Enterprise Operation and Maintenance Expenses**

There are five categories of Water Enterprise Operation and Maintenance Expenses, described below:

### **A. Source of Supply**

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of collecting and impounding reservoirs, dams, wells and other water supply facilities located outside San Francisco; watershed protection; water supply planning; and the purchase of water.

2. Allocation: Direct Retail expenses, including water supply planning for Retail operations (such as City Retail water conservation programs), will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Source of Supply category.)

### **B. Pumping**

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of water pumping plants, ancillary structures and equipment and surrounding grounds; and fuel and power purchased for pumping water.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Pumping category.)

### **C. Treatment**

1. Description: This category consists of the costs of labor, supervision and engineering; materials and supplies and other expenses incurred in the operation and maintenance of water treatment plants and drinking water quality sampling and testing. The cost of water quality testing will not include expenses incurred on behalf of the Wastewater

Enterprise. Any remaining costs, after adjusting for the Wastewater Enterprise, will be reduced by the amount of revenue received for laboratory analyses of any type performed for agencies, businesses and/or individuals other than the Water and Hetch Hetchy Enterprises.

2. Allocation: Direct Retail expenses will be assigned to the Retail Customers. Regional expenses will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date there are no Direct Wholesale expenses in the Treatment category.)

#### D. **Transmission and Distribution**

1. Description: This category consists of the cost of labor, supervision and engineering; materials and supplies; and other expenses incurred in the operation and maintenance of transmission and distribution pipelines, appurtenances, meters (other than those expenses payable by individual Wholesale Customers pursuant to Section 5.10.C.3), distribution reservoirs storing treated water, craft shops and auto shops servicing vehicles used for operation and maintenance of the Regional Water System rather than for Direct Retail facilities, and miscellaneous facilities related to the transmission and distribution of water.

2. Allocation: Direct Retail Transmission and Distribution expenses will be assigned to the Retail Customers. Regional Transmission and Distribution expenses will be allocated between Retail and Wholesale Customers on the basis of Proportional Annual Use. Expenses incurred for the operation and maintenance of three terminal reservoirs, i.e., Sunset Reservoir (North and South Basins), University Mound Reservoir (North and South Basins), and Merced Manor Reservoir, as well as transmission pipelines delivering water to them, are classified as Regional expenses notwithstanding the location of the reservoirs within San Francisco. Direct Wholesale expenses will be assigned to the Wholesale Customers. (As of the Effective Date the only Direct Wholesale expenses in the Transmission and Distribution category are associated with the Palo Alto pipeline.)

#### E. **Customer Services**

1. Description: This category consists of labor; materials and supplies; and other expenses incurred for meter reading, customer record keeping, and billing and collection for the Water Enterprise.

2. Allocation: Customer Services expenses will be allocated among the Water Enterprise, the Wastewater Enterprise, and Hetch Hetchy Enterprise in proportion to the time spent by employees in Customer Services for each operating department/enterprise. The Water Enterprise's share of Customer Services expense will be allocated 98 percent to the Retail Customers and two percent to the Wholesale Customers, as illustrated on Attachment N-2, Schedule 1.

**5.06. Water Enterprise Administrative and General Expenses**

Administrative and General expenses consist of the Water Enterprise's share of the cost of general government distributed through the full-cost Countywide Cost Allocation Plan, the services of SFPUC support bureaus, Water Enterprise administrative and general expenses that cannot be directly assigned to a specific operating and maintenance category, and the cost of the Compliance Audit. These four subcategories, and the method by which costs in each are to be calculated and allocated, are as follows:

**A. Countywide Cost Allocation Plan**

1. Description: This subcategory consists of the Water Enterprise's share of the costs of San Francisco general government and other City central service departments which are not directly billed to the Water Enterprise or other operating departments. All San Francisco operating departments are assigned a prorated share of these costs through the full-cost Countywide Cost Allocation Plan (COWCAP) prepared annually by the San Francisco Controller.

2. Allocation: The Water Enterprise's assigned share of central government costs as shown in the annual full-cost COWCAP prepared by the San Francisco Controller, will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of the allocated expenses in the five categories of operation and maintenance expense described in Section 5.05. The composite wholesale percentage shown on Attachment N-2, Schedule 1 is 42.07 percent, derived by dividing the wholesale share of Operation and Maintenance expenses (\$46,573,883) by total Operation and Maintenance expenses (\$110,700,133).

**B. Services of SFPUC Bureaus**

1. Description: This subcategory consists of the support services provided to the Water Enterprise by the SFPUC Bureaus, which presently consist of the General

Manager's Office, Business Services, External Affairs, and Infrastructure Bureau. Business Services presently includes Financial Services, Information Technology Services, Human Resource Services, Fleet Management, and Customer Services.

2. Allocation: There are three steps involved in determining the Wholesale Customers' share of SFPUC Bureau costs.

a. Step One: Bureau expenses which have either been recovered separately or which provide no benefit to Wholesale Customers will be excluded. Examples of Bureau expenses recovered separately include (1) Customer Services expenses, which are recovered as provided in Section 5.05.E, and (2) Infrastructure expenses, which are assigned to individual projects and capitalized. An example of a Bureau expense that provides no benefit to Wholesale Customers is Information Technology Services expenses for support of the San Francisco Municipal Railway. In addition, the SFPUC will continue its practice of assigning City Attorney Office expenses charged to the General Manager's Office for projects or lawsuits that relate to only one enterprise directly to that enterprise. For example, costs related to a lawsuit involving the Wastewater Enterprise will not be assigned to the Water Enterprise.

b. Step Two: Bureau expenses adjusted as provided in Step One will be allocated among the Water Enterprise, the Wastewater Enterprise and the Hetch Hetchy Enterprise on the basis of the actual salaries of employees in each enterprise or department, as illustrated on Attachment N-2, Schedule 7.

c. Step Three: The amount allocated to the Water Enterprise through Step Two will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

**C. Water Enterprise Administrative and General**

1. Description: This category includes expenses incurred by the Water Enterprise that are not readily assignable to specific operating divisions. This category includes the following expenses:

a. Water Administration: This includes the costs of labor and other expenses of the administrative section of the Water Enterprise, supervision and engineering expenses, professional services, travel and training, equipment purchases, and materials and supplies not directly assignable to a specific operating unit.

b. Services Provided by Other City Departments: This includes charges of other San Francisco departments directly billed to the Water Enterprise

administration by other San Francisco departments for services ordered by the Water Enterprise, such as legal services, risk management, telecommunications, employee relations, purchasing, mail services, and workers compensation claims paid.

c. Litigation and Claims Paid: This includes charges incurred for attorney services and claims and judgments paid in litigation arising from the operation of the Water Enterprise.

2. Allocation: In each of these three subcategories, expenses that benefit only Retail Customers will be excluded. For example, the cost of claims and judgments resulting from a break in or leak from pipelines or reservoirs in the Retail Service Area (with the exception of the three terminal reservoirs and pipelines delivering water to them) will be assigned to the Retail Customers. Remaining Water Enterprise Administrative and General expenses will be allocated between Retail Customers and Wholesale Customers on the basis of the composite percentage of allocated operation and maintenance expense categories described in Section 5.05.

D. Compliance Audit. The cost of the Compliance Audit described in Section 7.04 will be assigned 50 percent to the Retail Customers and 50 percent to the Wholesale Customers.

#### **5.07. Water Enterprise Property Taxes**

A. Description: This category consists of property taxes levied against property owned by San Francisco located in Alameda, San Mateo and Santa Clara counties and used and managed by the SFPUC.

B. Allocation: All property taxes paid, net of (1) reimbursements received from lessees and permit holders, and (2) refunds from the taxing authority, are Regional expenses. Net property taxes will be allocated between Retail Customers and Wholesale Customers on the basis of Proportional Annual Use.

#### **5.08. Hetch Hetchy Enterprise Expenses**

A. **Introduction.** There are two steps involved in determining the amount of the Wholesale Customers' share of Hetch Hetchy Enterprise expenses.

1. The first step is to determine the Water Enterprise's share of Hetch Hetchy Enterprise operation expenses, maintenance expenses, administrative and general expenses, and property taxes.

2. The second step is to determine the Wholesale Customers' share of expenses allocable to the Water Enterprise.

**B. Determination of the Water-Related Portion of Hetch Hetchy Enterprise Expenses**

1. Operation and Maintenance Expenses: This category consists of the cost of labor, materials and supplies, and other expenses incurred in operating and maintaining Hetch Hetchy Enterprise physical facilities.

a. Description: Expenses associated exclusively with the production and distribution of hydroelectric power (e.g., generating plants and power transmission lines and towers, transformers and associated electric equipment, purchased power, wheeling charges, rental of power lines, etc.) are categorized as Power-Only and are allocated to power. Expenses associated exclusively with the operation and maintenance of facilities that serve only the water function (e.g., water transmission pipelines and aqueducts, activities related to compliance with federal and state drinking water quality laws, etc.) are categorized as Water-Only and are allocated entirely to water. Expenses associated with the operation and maintenance of facilities that serve both the water and power functions (e.g., dams, security programs, etc.) are categorized as Joint and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

2. Administrative and General Expenses: There are three subcategories of Hetch Hetchy Enterprise Administrative and General expenses.

a. Full-Cost Countywide Cost Allocation Plan: This subcategory consists of the cost of San Francisco general government and other City central service departments which are not directly billed to operating departments but allocated through the full-cost Countywide Cost Allocation Plan described in Section 5.06.A. Costs in this subcategory are classified as Joint, and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

b. SFPUC Bureau Costs: This subcategory consists of the expenses described in Section 5.06.B. One hundred percent of Customer Services expenses allocated to the Hetch Hetchy Enterprise are categorized as Power-Only. The remaining amount of Bureau

expenses allocated to the Hetch Hetchy Enterprise pursuant to Section 5.06.B will be reallocated between power and water in proportion to the salaries of Hetch Hetchy Enterprise employees assigned to each function as shown on Attachment N-2, Schedule 7.1.

c. **Other Administrative and General:** This subcategory includes payments to the United States required by the Act, labor, supervision and engineering and other costs not readily assignable to a specific operation or maintenance function or program. Costs related to power administration (such as long range planning and policy analysis for energy development, administration of power contracts, and administration of work orders to City departments for energy services) are Power-Only costs. Costs related to water administration (such as legal and professional services for the protection of the City's water rights) are Water-Only costs and will be assigned to the Water Enterprise. Costs related to both power administration and water administration (such as general administration, office rents, office materials and supplies, and services of other City departments benefitting to both power and water) are Joint administrative and general costs and are reallocated as 55 percent Power-Related and 45 percent Water-Related.

3. **Property Taxes.** This category consists of property taxes levied against property owned by San Francisco in Tuolumne, Stanislaus, San Joaquin, and Alameda counties and operated and managed by the Hetch Hetchy Enterprise.

Allocation: Property taxes are classified as Joint costs. They will be reallocated as 55 percent Power-Related and 45 percent Water-Related.

C. **Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Expenses.** The Water Enterprise's share of Hetch Hetchy Enterprise expenses consist of 100 percent of Water-Only expenses and the Water-Related portion (45%) of Joint expenses.

The Wholesale Customers' share of the sum of the Water Enterprise's share of Hetch Hetchy Enterprise expenses determined under subsection B shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

#### **5.09. Hetch Hetchy Enterprise Capital Costs**

A. **Introduction.** Wholesale Customers are also allocated a share of Hetch Hetchy Enterprise capital costs.

B. **Components of Capital Costs.** The components of Hetch Hetchy Enterprise capital costs are as follows:

1. Existing Assets Cost Recovery. The Wholesale Customers' repayment of their share of Hetch Hetchy Existing Assets (Water-Only and the Water-Related portion [45 percent] of Joint assets) is shown on Attachment K-4 accompanying Section 5.03.

2. Debt Service on New Assets. The Water Enterprise will be assigned 100 percent of Net Annual Debt Service attributable to acquisition and construction of New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of Net Annual Debt Service on New Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.A apply to debt service on New Hetch Hetchy Enterprise assets.

3. Revenue-Funded Capital Additions. The Water Enterprise will be assigned 100 percent of capital expenditures from revenues for New Hetch Hetchy Enterprise assets that are Water-Only and the Water-Related portion (45 percent) of such expenditures for new Hetch Hetchy Enterprise Joint assets. The provisions of Section 5.04.B apply to the payment of New revenue-funded Hetch Hetchy Enterprise assets.

C. Calculation of Wholesale Customers' Share of Hetch Hetchy Enterprise Capital Costs. The Wholesale Customers' share of the Net Annual Debt Service and revenue funded capital expenditures determined under subsections B.2 and 3 shall be calculated by multiplying that dollar amount by Adjusted Proportional Annual Use.

#### **5.10. Additional Agreements Related to Financial Issues**

A. Wholesale Customers Not Entitled to Certain Revenues. The Wholesale Customers have no entitlement to any of the following sources of revenue to the SFPUC.

1. Revenues from leases or sales of SFPUC real property.
2. Revenues from the other utility services such as the sale of electric power, natural gas and steam.
3. Revenues from the sale of water to customers and entities other than the Wholesale Customers.
4. Revenues earned from the investment of SFPUC funds other than funds contributed by the Wholesale Customers to the Wholesale Revenue Coverage Reserve described in Section 6.06 or the Wholesale Capital Fund described in Section 6.08. Wholesale Customers are also entitled to the benefit of earnings on proceeds of Indebtedness (through

expenditure on New Regional Assets and /or application to Debt Service) and to interest on the Balancing Account as provided in Section 6.05.B.

5. Revenues not related to the sale of water.

B. **Wholesale Customers Not Charged with Certain Expenses**. The Wholesale Customers will not be charged with any of the following expenses:

1. Capital costs for assets constructed or acquired prior to July 1, 1984 other than Existing Asset costs that are repaid pursuant to Section 5.03.

2. Expenses incurred by the SFPUC for generation and distribution of electric power, including Hetch Hetchy Enterprise Power-Only expenses and the Power-Related share of Hetch Hetchy Enterprise Joint expenses. An exception to this is Regional energy costs incurred by the Water Enterprise, for which Wholesale Customers are charged on the basis of Proportional Annual Use.

3. Expenses incurred by SFPUC in providing water to Retail Customers.

4. Expenses associated with the SFPUC's accruals or allocations for uncollectible Retail Water accounts.

5. Attorneys' fees and costs incurred by the Wholesale Customers that a court of competent jurisdiction orders San Francisco to pay as part of a final, binding judgment against San Francisco as provided in Section 8.03.B.2.

6. Any expenses associated with funding any reserves (other than the required Wholesale Revenue Coverage Reserve described in Section 6.06) accrued and not anticipated to be paid within one year unless such reserve is established by mutual agreement of the SFPUC and BAWSCA.

7. Any expenses accrued in respect to pending or threatened litigation, damage or personal injury claims or other loss contingencies unless projected to be paid within one year. Otherwise, such expenses will be charged to the Wholesale Customers when actually paid.

8. Any expense associated with installing, relocating, enlarging, removing or modifying meters and service connections at the request of an individual Wholesale Customer.

9. The Retail Customers' portion of any Environmental Enhancement Surcharges imposed to enforce the Interim Supply Limitation set forth in Section 4.04.

C. **Revenues Not Credited to Payment of Wholesale Revenue Requirement.**

The following payments by Wholesale Customers, individually or collectively, are not credited as Wholesale revenues for purposes of Section 6.05.B:

1. Payments by individual Wholesale Customers of the Environmental Enhancement Surcharge imposed to enforce the Interim Supply Limitation set forth in Section 4.04.
2. Payments of attorneys' fees and costs incurred by San Francisco that a court of competent jurisdiction orders the Wholesale Customers to pay as part of a final, binding judgment against the Wholesale Customers, as provided in Section 8.03.B.3.
3. Payments by individual Wholesale Customers for installation, relocation, enlargement, removal or modification of meters and service connections requested by, and charged to, a Wholesale Customer.
4. Payments applied to the amortization of the ending balance in the balancing account under the 1984 Agreement, pursuant to Section 6.05.A.
5. Payments of the Water Management Charge which are delivered to BAWSCA pursuant to Section 3.06.
6. Payments directed to the Wholesale Revenue Coverage Reserve pursuant to Section 6.06.
7. Prepayments authorized by Sections 5.03.C and 5.03.F.

D. **Other**

1. The Wholesale Customers will receive a proportional benefit from funds received by the SFPUC from (a) governmental grants, rebates, reimbursements or other subventions, (b) private-sector grants for Regional capital or operating purposes of the Water Enterprise and the Water-Only and Water-related portion of Joint Hetch Hetchy Water Enterprise expenses, or (c) a SFPUC use of taxable bonds.

2. The Wholesale Customers will receive a proportionate benefit from recovery of damages, including liquidated damages, by SFPUC from judgments against or settlements with contractors, suppliers, sureties, etc., related to Regional Water System projects and the Water-Only and Water-Related portion of Joint Hetch Hetchy Enterprise projects.

3. The SFPUC will continue to charge Wholesale Customers for assets acquired or constructed with proceeds of Indebtedness on which Wholesale Customers paid Debt Service during the Term of this Agreement on the “cash” basis (as opposed to the “utility” basis) after the expiration or earlier termination of this Agreement. The undertaking in this Section 5.10.D.3 will survive the expiration or earlier termination of this Agreement.

**5.11. Classification of Existing System Assets.**

Existing System Assets of the Regional Water System include the water storage, transmission, and treatment systems owned and operated by San Francisco in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco Counties. These assets are managed by either the Water Enterprise or the Hetch Hetchy Enterprise and the assets have been classified for purposes of cost allocation.

A. **Water Enterprise Assets.** Water Enterprise assets are currently managed, operated, and maintained by the Water Enterprise and are generally located west of Alameda East Portal, in addition to the treatment facilities located at Tesla and the Thomas Shaft Emergency Disinfection Facility. These assets are classified as Direct Retail, Direct Wholesale, or Regional.

B. **Hetch Hetchy Enterprise Assets.** Hetch Hetchy Enterprise assets are currently managed, operated and maintained by the Hetch Hetchy Enterprise and are generally located east of the Alameda East Portal of the Coast Range Tunnel in Sunol Valley, Alameda County. These assets are classified as Power-Only, Water-Only, or Joint, in accordance with Sections 5.08 and 5.09. Through the Wholesale Revenue Requirement, the Wholesale Customers pay Existing System Asset capital costs and operating expenses in accordance with Section 5.02.F and do not pay capital costs or operating expenses associated with assets classified as Direct Retail, Power-Only, and the Power-Related portion of Joint assets.

C. **Attachment R Documents Classifications.** To facilitate WSA administration, Attachment R documents the classification of major Existing System Assets operated by the Hetch Hetchy Enterprise. Attachment R consists of three documents: R-1 Introduction, R-2 Special Classification of Discrete Projects for 2018 Amendment Purposes, and R-3 Major Hetch Hetchy Enterprise Existing System Assets. Attachment R may be modified as specified in Section 5.11.D and in the manner set forth in Section 2.03.C.

D. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, is Not Exhaustive.** Existing System Assets include, but are not limited to, land; fixed infrastructure such as dams, tunnels, buildings, water treatment plants and pipelines; equipment such as pumps and vehicles; and related appurtenances. Major Hetch Hetchy Enterprise Existing System Assets, and their classifications, are listed in Attachment R-3. Attachment R-3 does not include all assets of the Regional Water System, but represents the parties' best efforts to document major Hetch Hetchy Enterprise Existing System Assets that would incur capital costs and operating expenses subject to cost allocation. The classification of assets listed on R-3 may not be changed during the Term, any Extension Term, and any renewal of the Agreement, however, Attachment R-3 may be modified by mutual agreement in accordance with Section 2.03.C to (1) add an asset that was inadvertently omitted, (2) to add a new asset, and (3) remove a destroyed or obsolete asset. In the event that the parties cannot agree on the classification of any omitted or new assets, the dispute shall be subject to arbitration under Section 8.01.

E. **Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets, Classifications are Fixed.** The classification of the major Hetch Hetchy Enterprise Existing System Assets is fixed and shall control the allocation of capital costs and operating expenses for the remainder of the Term, any Extension Terms, and any renewal of the Agreement. However, changes may be proposed in accordance with subsection G below. Capital costs and operating expenses are meant to be inclusive of all costs related to assets, including, but not limited to, any alterations, additions, improvements, rehabilitation, replacement of assets, and equipment that is appurtenant thereto. Since asset classifications are fixed in Attachment R-3, asset classifications may not be modified by mutual agreement in accordance with Section 2.03.C.

F. **Attachment R-2, Special Classification of Discrete Projects for 2018 Amendment Purposes.** Past, ongoing and future capital projects involving five Hetch Hetchy Enterprise Existing System Assets defined in Attachment R-2 have classifications that differ from the underlying asset classifications. These project-related classification changes shown on Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense. With the exception of the defined projects related to the five assets listed on R-2, the capital projects for all assets follow the asset classifications. Capital projects listed on Attachment R-2 must be approved by the SFPUC following necessary CEQA review.

G. **Five Year Notice of Intent to Renegotiate Cost Allocation.** In the event San Francisco or the Wholesale Customers, which may be represented by BAWSCA, wish to propose and negotiate a change in Existing System Asset classifications, or a change in the Water-Related portion (45 percent) of Joint expenses, for the next Water Supply Agreement, such party must provide the other at least 5 years' written notice prior to the expiration of the Term or Extension Term, or the renewal of the Agreement. At a minimum, the noticing party must provide a comprehensive analysis of the financial and rate impacts of the proposed change at least two years prior to the expiration of the Term or Extension Term, or the renewal of the Agreement.

To meet this requirement, the parties may agree to jointly analyze, under a separate agreement, system capacity and usage and/or new assets, as well as other possible alternative cost allocation methodologies. Either party may also unilaterally initiate such studies by consultants of their choice and bear all their own costs.

## **Article 6. Integration of Wholesale Revenue Requirement with SFPUC Budget Development and Rate Adjustments**

### **6.01. General**

A. The purpose of the allocation bases set forth in Article 5 is to determine the Wholesale Revenue Requirement for each fiscal year. The Wholesale Revenue Requirement can only be estimated in advance, based on projected costs and water deliveries. These projections are used to establish water rates applicable to the Wholesale Customers.

B. After the close of each fiscal year, the procedures described in Article 7 will be used to determine the actual Wholesale Revenue Requirement for that year, based on actual costs incurred, allocated according to the provisions of Article 5, and using actual water delivery data. The amount properly allocated to the Wholesale Customers shall be compared to the amount billed to the Wholesale Customers for the fiscal year, other than those identified in Section 5.10.C. The difference will be entered into a balancing account to be charged to, or credited to, the Wholesale Customers, as appropriate.

C. The balancing account shall be managed as described in Section 6.05.

### **6.02. Budget Development**

The SFPUC General Manager will send a copy of the proposed SFPUC budget to BAWSCA at the same time as it is sent to the Commission. In addition, a copy of materials submitted to the Commission for consideration at meetings prior to the meeting at which the overall SFPUC budget is considered (including (a) operating budgets for the Water Enterprise and the Hetch Hetchy Enterprise, (b) budgets for SFPUC Bureaus, and (c) capital budgets for the Water Enterprise and the Hetch Hetchy Enterprise) will also be sent to BAWSCA concurrently with their submission to the Commission.

### **6.03. Rate Adjustments**

A. **Budget Coordinated Rate Adjustments**. Adjustments to the rates applicable to the Wholesale Customers shall be coordinated with the budget development process described in this section except to the extent that Sections 6.03.B and 6.03.C authorize emergency rate increases and drought rate increases, respectively.

If the SFPUC intends to increase wholesale water rates during the ensuing fiscal year, it will comply with the following procedures:

1. Adjustments to the wholesale rates will be adopted by the Commission at a regularly scheduled meeting or at special meeting, properly noticed, called for the purpose of adjusting rates or for taking any other action under the jurisdiction of the Commission.

2. The SFPUC will send a written notice by mail or electronic means to each Wholesale Customer and to BAWSCA of the recommended adjustment at least thirty (30) days prior to the date of the meeting at which the Commission will consider the proposed adjustment. The notice will include the date, time and place of the Commission meeting.

3. The SFPUC shall prepare and provide to each Wholesale Customer and to BAWSCA the following materials: (a) a table illustrating how the increase or decrease in the Wholesale Revenue Requirement and wholesale rates were calculated, substantially in the form of Attachment N-1, (b) a schedule showing the projected expenses included in the Wholesale Revenue Requirement for the fiscal year for which the rates are being proposed, and supporting materials, substantially in the form of Attachment N-2, and (c) a schedule showing projected water sales, Wholesale Revenue Requirements and wholesale rates for the fiscal year for which rates are being set and the following four years, substantially in the form of Attachment N-3. These materials will be included with the notification required by Section 6.03.A.2.

4. Rate adjustments will be effective no sooner than thirty (30) days after adoption of the wholesale rate by the Commission.

5. San Francisco will use its best efforts to provide the Wholesale Customers with the information described above. San Francisco's failure to comply with the requirements set forth in this section shall not invalidate any action taken by the Commission (including, but not limited to, any rate increase or decrease adopted). In the event of such failure, the Wholesale Customers may either invoke arbitration, as set forth in Section 8.01, or seek injunctive relief, to compel San Francisco to remedy the failure as soon as is reasonably practical, and San Francisco shall be free to oppose the issuance of the requested judicial or arbitral relief on any applicable legal or equitable basis. The existence of this right to resort to arbitration shall not be deemed to preclude the right to seek injunctive relief.

6. Because delays in the budget process or other events may cause San Francisco to defer the effective date of Wholesale Customer rate adjustments until after the beginning of San Francisco's fiscal year, nothing contained in this Agreement shall require San Francisco to make any changes in the water rates charged to Wholesale Customers effective at

the start of San Francisco's fiscal year or at any other specific date. Nothing in the preceding sentence shall excuse non-compliance with the provisions of Section 6.02 and this section.

B. **Emergency Rate Increases.** The Commission may adjust the Wholesale Customers' rates without complying with the requirements of Section 6.03.A in response to an Emergency that damages the Regional Water System and disrupts San Francisco's ability to maintain normal deliveries of water to Retail and Wholesale Customers. In such an Emergency, the Commission may adopt an emergency rate surcharge applicable to Wholesale Customers without following the procedures set forth in this section, provided that any such rate surcharge imposed by the Commission shall be applicable to both Retail and Wholesale Customers and incorporate the same percentage increase for all customers. Any emergency rate surcharge adopted by the Commission shall remain in effect only until the next-budget coordinated rate-setting cycle.

C. **Drought Rates.** If the Commission declares a water shortage emergency under Water Code Section 350, implements the Tier 1 Shortage Plan (Attachment H) described in Section 3.11.C, and imposes drought rates on Retail Customers, it may concurrently adjust wholesale rates independently of coordination with the annual budget process. Those adjustments may be designed to encourage water conservation and may constitute changes to the structure of the rates within the meaning of Section 6.04. The parties agree, however, that, in adopting changes in rates in response to a declaration of water shortage emergency, the Commission shall comply with Section 6.03.A.1 and 2 but need not comply with Section 6.04.B. Drought Rate payments and payments of excess use charges levied in accordance with the Tier 1 Shortage Plan described in Section 3.11.C constitute Wholesale Customer Revenue and count towards the Wholesale Revenue Requirement. The SFPUC may use these revenues to purchase additional water for the Wholesale Customers from the State Drought Water Bank or other willing seller.

#### **6.04. Rate Structure**

A. This Agreement is not intended and shall not be construed to limit the Commission's right (a) to adjust the structure of the rate schedule applicable to the Wholesale Customers (i.e., the relationship among the several charges set out therein) or (b) to add, delete, or change the various charges which make up the rate schedule, provided that neither such charges nor the structure of the rate schedule(s) applicable to the Wholesale Customers shall be arbitrary, unreasonable, or unjustly discriminatory as among said customers. The

SFPUC will give careful consideration to proposals for changes in the rate schedule made jointly by the Wholesale Customers but, subject to the limitations set out above, shall retain the sole and exclusive right to determine the structure of the rate schedule.

B. If the SFPUC intends to recommend that the Commission adopt one or more changes to the structure of wholesale rates (currently set forth in SFPUC Rate Schedule W-25), it shall prepare and distribute to the Wholesale Customers and BAWSCA a report describing the proposed change(s), the purpose(s) for which it/they are being considered, and the estimated financial effect on individual Wholesale Customers or classes of customers. Wholesale Customers may submit comments on the report to the SFPUC for sixty (60) days after receiving the report. The SFPUC will consider these comments and, if it determines to recommend that the Commission adopt the change(s), as described in the report or as modified in response to comments, the SFPUC General Manager shall submit a report to the Commission recommending specific change(s) in the rate structure. Copies of the General Manager's report shall be sent to all Wholesale Customers and BAWSCA at least thirty (30) days prior to the Commission meeting at which the changes will be considered.

C. The SFPUC may recommend, and the Commission may adopt, changes in the structure of wholesale rates at any time. However, the new rate schedule implementing these changes will become effective at the beginning of the following fiscal year.

#### **6.05. Balancing Account**

A. **Balancing Account Established Under 1984 Agreement.** The amount of credit in favor of San Francisco as of the expiration of the term of 1984 Agreement (June 30, 2009) is not known with certainty as of preparation and execution of this Agreement. It will not be known with certainty until the Compliance Audit for FY 2008-09 is completed and disputes, if any, that the Wholesale Customers or the SFPUC may have with the calculation of the Suburban Revenue Requirement for that fiscal year and for previous fiscal years have been settled or decided by arbitration.

The parties anticipate that the amount of the credit in favor of San Francisco as of June 30, 2009 may be within the range of \$15 million to \$20 million.

In order to reduce the credit balance due San Francisco under the 1984 Agreement in an orderly manner, while avoiding unnecessary fluctuations in wholesale rates, the parties agree to implement the following procedure.

1. In setting wholesale rates for FY 2009-10, SFPUC will include a balancing account repayment of approximately \$2 million.

2. In setting wholesale rates for FY 2010-11 and following years, SFPUC will include a balancing account repayment of not less than \$2 million and not more than \$5 million annually until the full amount of the balance due, plus interest at the rate specified in Section 6.05.B, is repaid.

3. The actual ending balance as of June 30, 2009 will be determined, by the parties' agreement or arbitral ruling, after the Compliance Audit report for FY 2008-09 is delivered to BAWSCA. That amount, once determined, will establish the principal to be amortized through subsequent years' repayments pursuant to this Section 6.05.A.

**B. Balancing Account Under This Agreement**

1. Operation. After the close of each fiscal year, the SFPUC will compute the costs allocable to the Wholesale Customers for that fiscal year pursuant to Article 5, based on actual costs incurred by the SFPUC and actual amounts of water used by the Wholesale Customers and the Retail Customers. That amount will be compared to the amounts billed to the Wholesale Customers for that fiscal year (including any Excess Use Charges, but excluding revenues described in Section 5.10.C). The difference will be posted to a "balancing account" as a credit to, or charge against, the Wholesale Customers. Interest shall also be posted to the balancing account calculated by multiplying the amount of the opening balance by the average net interest rate, certified by the Controller as earned in the San Francisco Treasury for the previous fiscal year on the San Francisco County Pooled Investment Account. Interest, when posted, will carry the same mathematical sign (whether positive or negative) as carried by the opening balance. The amount posted to the balancing account in each year shall be added to, or subtracted from, the balance in the account from previous years. The calculation of the amount to be posted to the balancing account shall be included in the report prepared by the SFPUC pursuant to Section 7.02.

The opening balance for fiscal year 2009-10 shall be zero.

2. Integration of Balancing Account with Wholesale Rate Setting Process. If the amount in the balancing account is owed to the Wholesale Customers (a positive balance), the SFPUC shall take it into consideration in establishing wholesale rates. However, the SFPUC need not apply the entire amount to reduce wholesale rates for the immediately ensuing

year. Instead, the SFPUC may prorate a positive ending balance over a period of up to three successive years in order to avoid fluctuating decreases and increases in wholesale rates.

a. If a positive balance is maintained for three successive years and represents 10 percent or more of the Wholesale Revenue Requirement for the most recent fiscal year, the SFPUC shall consult with BAWSCA as to the Wholesale Customers' preferred application of the balance. The Wholesale Customers shall, through BAWSCA, direct that the positive balance be applied to one or more of the following purposes: (a) transfer to the Wholesale Revenue Coverage Reserve, (b) amortization of any remaining negative balance from the ending balancing account under the 1984 Agreement, (c) prepayment of the existing asset balance under Section 5.03, (d) water conservation or water supply projects administered by or through BAWSCA, (e) immediate reduction of wholesale rates, or (f) continued retention for future rate stabilization purposes. In the absence of a direction from BAWSCA, the SFPUC shall continue to retain the balance for rate stabilization in subsequent years.

b. If the amount in the balancing account is owed to the SFPUC (a negative balance), the SFPUC shall not be obligated to apply all or any part of the negative balance in establishing wholesale rates for the immediately ensuring year. Instead, the SFPUC may prorate the negative balance in whole or in part over multiple years in order to avoid fluctuating increases and decreases in wholesale rates.

#### **6.06. Wholesale Revenue Coverage Reserve**

A. The SFPUC may include in wholesale rates for any fiscal year an additional dollar amount ("Wholesale Revenue Coverage"), which for any fiscal year shall equal the following:

1. The lesser of (i) 25% of the Wholesale Customers' share of Net Annual Debt Service for that fiscal year determined as described in Section 5.04.A, or (ii) the amount necessary to meet the Wholesale Customers' proportionate share of Debt Service coverage required by then-current Indebtedness for that fiscal year, minus

2. A credit for (i) the actual amounts previously deposited in the "Wholesale Revenue Coverage Reserve" (as defined in subsection B below), (ii) accrued interest on the amounts on deposit in the Wholesale Revenue Coverage Reserve, and (iii) an amount equal to any additional interest that would have accrued on the actual amounts previously deposited in the Wholesale Revenue Coverage Reserve assuming no withdrawals had been made therefrom.

B. During each fiscal year, the SFPUC will set aside and deposit that portion of revenue equal to Wholesale Revenue Coverage into a separate account that the SFPUC will establish and maintain, to be known as the "Wholesale Revenue Coverage Reserve." Deposits into the Wholesale Revenue Coverage Reserve shall be made no less frequently than monthly. The Wholesale Revenue Coverage Reserve shall be credited with interest at the rate specified in Section 6.05.B. The SFPUC may use amounts in the Wholesale Revenue Coverage Reserve for any lawful purpose. Any balance in the Wholesale Revenue Coverage Reserve in excess of the Wholesale Revenue Coverage amount as of the end of any fiscal year (as calculated in subsection 6.06(A) above) shall be applied as a credit against wholesale rates in the immediately following fiscal year unless otherwise directed by BAWSCA.

C. Within 180 days following the later of expiration of the Term or final payment of Debt Service due on Indebtedness issued during the Term to which Wholesale Customers were contributing, SFPUC shall rebate to the Wholesale Customers an amount equal to the Wholesale Revenue Coverage amount in effect for the fiscal year during which the Term expires or the final payment of Debt Service on Indebtedness is made based on each Wholesale Customer's Proportional Annual Use in the fiscal year during which the Term expires or the final payment of debt service on Indebtedness is made.

D. SFPUC shall provide a schedule of debt issuance (with assumptions), and the Wholesale Customers' share of Net Annual Debt Service (actual and projected) expected to be included in wholesale rates starting in 2009-10 through the expected completion of the WSIP. The schedule is to be updated annually prior to rate setting. If estimated Debt Service is used in rate setting, the SFPUC must be able to demonstrate that the Water Enterprise revenues will be sufficient to meet the additional bonds test for the proposed bonds and rate covenants for the upcoming year.

E. Conditions in the municipal bond market may change from those prevailing in 2009. If, prior to expiration of the Term, the SFPUC determines that it would be in the best financial interest of both Retail Customers and Wholesale Customers of the Regional Water System for the Debt Service coverage requirement to be increased in one or more series of proposed new Indebtedness above 1.25%, or for the coverage covenant to be strengthened in other ways, it will provide a written report to BAWSCA. The report will contain (1) a description of proposed covenant(s) in the bond indenture; (2) an explanation of how savings are expected to be achieved (e.g., increase in the SFPUC's credit rating over the then-current level; ability to

obtain credit enhancement, etc.); (3) the estimated all-in true interest cost savings; (4) a comparison of the Wholesale Revenue Requirements using the Debt Service coverage limitation in subsection A and under the proposed methodology; and (5) a comparison of the respective monetary benefits expected to be received by both Retail and Wholesale Customers. The SFPUC and BAWSCA agree to meet and confer in good faith about the proposed changes.

F. Any increase in Debt Service coverage proposed by the SFPUC shall be commensurate with Proportional Water Use by Retail and Wholesale Customers. If the SFPUC demonstrates that an increase in Debt Service coverage will result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, BAWSCA may agree to a modification of the Wholesale Revenue Coverage requirement in subsection A. If BAWSCA does not agree to a proposed modification in coverage requirements in the covenants for new Indebtedness, SFPUC may nevertheless proceed with the modification and the issuance of new Indebtedness. Any Wholesale Customer, or BAWSCA, may challenge an increase in the Wholesale Revenue Requirement resulting from the modification in Debt Service coverage through arbitration as provided in Section 8.01.A. If the arbitrator finds that the increase in Debt Service coverage (1) did not and will not result in equivalent percentage reductions in total Wholesale and Retail Debt Service payments over the life of the proposed new Indebtedness, based on Proportional Water Use, or (2) was not commensurate with Proportional Water Use, the arbitrator may order the Wholesale Revenue Requirement to be recalculated both retrospectively and prospectively to eliminate the differential impact to Wholesale or Retail Customers, subject to the limitation in Section 8.01.C.

#### **6.07. Working Capital Requirement**

A. The SFPUC maintains working capital in the form of unappropriated reserves for the purpose of bridging the gap between when the SFPUC incurs operating expenses required to provide service and when it receives revenues from its Retail and Wholesale Customers. The Wholesale Customers shall fund their share of working capital as part of the annual Wholesale Revenue Requirement calculation. The amount of wholesale working capital for which the Wholesale Customers will be responsible will be determined using the 60-day standard formula approach.

B. Applying this approach, annual wholesale working capital equals one-sixth of the wholesale allocation of operation and maintenance, administrative and general, and property tax

expenses for the Water and Hetch Hetchy Enterprises. Wholesale working capital shall be calculated separately for the Water and Hetch Hetchy Enterprises.

C. Each month, the sum of the Water Enterprise and Hetch Hetchy Enterprise working capital components will be compared with the ending balance in the Wholesale Revenue Coverage Reserve to determine if the Wholesale Customers provided the minimum required working capital. If the Wholesale Revenue Coverage Reserve is greater than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will have provided their share of working capital. If the Wholesale Revenue Coverage Reserve is less than the total Water Enterprise and Hetch Hetchy Enterprise working capital requirement, the Wholesale Customers will be charged interest on the difference, which will be included in the adjustment to the Balancing Account under Section 6.05.B for the subsequent fiscal year.

#### **6.08. Wholesale Capital Fund**

A. The SFPUC currently funds revenue-funded capital projects through annual budget appropriations that are included in rates established for that fiscal year and transferred to a capital project fund from which expenditures are made. Consistent with the San Francisco Charter and Administrative Code, the SFPUC appropriates funds in advance of construction in order to maintain a positive balance in the capital project fund. The capital project fund also accrues interest and any unspent appropriations in excess of total project costs. It is the SFPUC's practice to regularly monitor the capital project fund balance to determine whether a surplus has accumulated, which can be credited against the next fiscal year's capital project appropriation.

B. The SFPUC shall establish a comparable Wholesale Revenue-Funded Capital Fund (Wholesale Capital Fund) to enable the Wholesale Customers to fund the wholesale share of revenue-funded New Regional Assets. The Wholesale Capital Fund balance is zero as of July 1, 2009. The SFPUC may include in wholesale rates for any fiscal year an amount equal to the wholesale share of the SFPUC's appropriation for revenue funded New Regional Assets for that year, which sum will be credited to the Wholesale Capital Fund. The wholesale share of other sources of funding, where legally permitted and appropriately accounted for under GAAP, will also be credited to the Wholesale Capital Fund, together with interest earnings on the Wholesale Capital Fund balance.

C. The SFPUC will expend revenues appropriated and transferred to the Wholesale Capital Fund only on New Regional Assets. The annual capital appropriation included in each fiscal year's budget will be provided to BAWSCA in accordance with Section 6.02 and will take into account the current and projected balance in the Wholesale Capital Fund, as well as current and projected unexpended and unencumbered surplus, as shown on attachment M-1, which will be prepared by the SFPUC each year.

D. Commencing on November 30, 2010 and thereafter in each fiscal year during the Term, the SFPUC will also provide an annual report to BAWSCA on the status of individual revenue-funded New Regional Assets, substantially in the form of Attachment M-2.

E. In order to prevent the accumulation of an excessive unexpended and unencumbered balance in the Wholesale Capital Fund, the status of the fund balance will be reviewed through the annual Compliance Audit, commencing in FY 2018-19. The FY 2018-19 Compliance Audit and the Wholesale Customer/BAWSCA review under Section 7.06 shall include Wholesale Capital Fund appropriations, expenditures and interest earnings for FY 2014-15 through 2017-18 for the purpose of determining whether a Balancing Account transfer is required. If the June 30 unencumbered balance of the Wholesale Capital Fund exceeds the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriations, the amount of such excess shall be transferred to the credit of the Wholesale Customers to the Balancing Account described in Section 6.05.

In order to avoid funding delays for New Regional Asset capital projects resulting from prior year transfers of excess Wholesale Capital fund balances to the Wholesale Customers, if the June 30 unencumbered balance of the Wholesale Capital Fund is below the lesser of the following: (i) the Target Balance; (ii) the unencumbered remaining cumulative appropriation, such deficiency shall be posted to the Balancing Account described in Section 6.05 as a charge to the Wholesale Customers. Notwithstanding the foregoing, no such charge to the Wholesale Customers shall exceed \$4 million annually.

Amended Attachment M-3 illustrates the process for determining the Wholesale Capital Fund balance as of June 30, 2019.

F. Three years prior to the end of the Term, the SFPUC and BAWSCA will discuss the disposition of the Wholesale Capital Fund balance at the end of the Term. Absent

agreement, any balance remaining in the Wholesale Capital Fund at the end of the Term shall be transferred to the Balancing Account, to the credit of the Wholesale Customers.

**6.09. SFPUC Adoption of Regional Water System 10-Year Capital Improvement Program**

A. **Established Level of Service Goals and Objectives.** In approving the WSIP, the Commission adopted Level of Service Goals and Objectives that are, in part, used to develop capital programs related to water, including the 10-Year Capital Improvement Program for the Regional Water System (“10-Year CIP”). BAWSCA and the Wholesale Customers shall have the opportunity to review and provide written or oral comments on any changes to the Level of Service Goals and Objectives that may be submitted to the Commission for approval.

B. **Submittal of an Asset Management Policy.** Prior to December 31, 2020, the SFPUC shall develop and submit to the Commission for approval an Asset Management Policy applicable to the Regional Water System.

C. **Coordination of 10-Year CIP and SFPUC Budget Meetings.** The Commission annually reviews, updates, and adopts a 10-Year CIP pursuant to Section 8B.123 of the San Francisco Charter. At two-year intervals, the Commission holds two budget meetings concerning the 10-Year CIP. Over the course of the two budget meetings, the SFPUC reviews its budget priorities, potential changes to projects in the previously adopted 10-Year CIP, and the potential financial implications of such changes. In the event that Charter amendments are placed on the ballot that could alter or amend the City’s budget preparation and adoption efforts, BAWSCA shall be notified in advance of any proposed change that could result in a less robust CIP development effort, and BAWSCA and the SFPUC shall meet to consider BAWSCA’s comments on maintaining a robust CIP development effort.

D. **Mid-cycle Changes to the 10-Year CIP.** The SFPUC shall include within the Water Enterprise Capital Improvement Program Quarterly Projects Reports that it provides to the Commission (“CIP Quarterly Projects Reports”) discussion of any material changes proposed to projects that are included in the most recently adopted 10-Year CIP. The SFPUC defines a material change as a change that applies to a CIP project whose approved CIP budget is equal to or greater than \$5,000,000 that results in one or more of the following:

1. Increases the cost of the CIP project by more than 10%.
2. Increases the schedule of the CIP project by extending said schedule by 12 calendar months or greater.

3. Affects the SFPUC's ability to meet the Level of Service Goals and Objectives.

The SFPUC shall also include within the CIP Quarterly Projects Reports discussion of any new capital project that is not included in the most recently adopted 10-Year CIP if the SFPUC has 1) begun spending on the project and 2) anticipates that it will require total funding in excess of \$5,000,000. For such projects, the parties recognize that the work may be of an urgent nature and that details of those projects may be developing quickly to address a critical need. The SFPUC commits that, for these projects, an expanded discussion will be provided in quarterly reports generated 6 months following the creation of the project in the City's finance and accounting system. At a minimum, the discussion will include: 1) a detailed scope of work, 2) schedule, 3) cost breakdown, and 4) proposed source of funding. This level of detail shall continue to be included in subsequent quarterly reports through either the completion of the work or until the work is included as part of an adopted 10-Year CIP.

E. **BAWSCA and Wholesale Customer Notice and Review.** Beginning in 2020, at least 30 days before the first budget meeting, the SFPUC shall provide BAWSCA and the Wholesale Customers with written notice of the dates of the two budget meetings. At least 30 days before the first budget meeting, the SFPUC shall also provide BAWSCA and the Wholesale Customers with a draft of the 10-Year CIP and meet with those same parties to review potential candidate projects that it is considering for inclusion in the 10-Year CIP. Final materials for the first budget meeting will be made available to BAWSCA and the Wholesale Customers no less than 14 days prior to that budget meeting. Final materials for the second budget meeting will be made available to BAWSCA and the Wholesale Customers on the same date that they are made available to the Commission. Prior to the Commission's adoption of the 10-Year CIP at the second budget meeting, San Francisco shall respond, in writing, to all written comments by BAWSCA and the Wholesale Customers on the 10-Year CIP that were submitted prior to the date of the first budget meeting.

F. **Contents of Draft 10-Year CIP – Projects in Years One and Two of 10-Year Schedule.** The SFPUC's CIP projects generally fall into three categories: defined projects, placeholder concepts that could become projects, and programmatic spending for expenses likely to be made but for which there is no schedule. Projects in the near-term years of the 10-Year CIP have more definition than those in the outer years, and as a result more detailed information is available for them. For each project listed that has significant expected

expenditures identified in the first two years of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule where applicable, broken down by phase, through to completion.
6. Total project budget estimate including a proposed inflation rate.

G. **Contents of Draft 10-Year CIP – Projects Listed After First Two Years of 10-Year Schedule.** For each project that is listed in years three through ten of the 10-Year CIP, the draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall include the following elements:

1. Project name.
2. Project description and justification.
3. Description of the project's relationship to the Level of Service Goals and Objectives.
4. Project asset classification for cost-allocation purposes, pursuant to Attachment R for Hetch Hetchy Enterprise assets, or as Regional or Retail for Water Enterprise assets.
5. Project schedule information that forms the basis for project planning if available.
6. Total project budget estimate.

H. **Additional Contents of Draft 10-Year CIP.** The draft 10-Year CIP made available to BAWSCA and the Wholesale Customers shall also include the following:

1. A discussion of any changes to projects in the previously adopted 10-Year CIP, the reasons for such changes, any impact of the proposed changes on the SFPUC's ability to achieve the Level of Service Goals

and Objectives, and the SFPUC's proposal for meeting the specific Level of Service Goals and Objectives in question.

2. A discussion of factors that have influenced the 10-Year CIP budget or identified projects, or have the potential to influence the overall budget or the number, cost and scale of identified projects, such as rate increase considerations, local rate setting policies, etc.
3. A discussion of how the CIP will be staffed.
4. A cash flow estimate for each project included as part of the first five years of the 10-Year CIP that considers historical spending and changes in the amount of work to be done.
5. Project spreadsheets that separate new projects from existing projects.
6. A summary roll-up for Regional costs, including all programmatic costs budgeted in the 10-Year CIP.

I. **Quarterly Reporting and Meetings.**

1. **CIP Quarterly Projects Reports.** The SFPUC shall include within the CIP Quarterly Projects Reports a detailed status update of each Regional project in the 10-Year CIP that has an estimated cost greater than \$5 million and a summary of the work completed to date for such projects. The CIP Quarterly Projects Reports shall focus on the first two years' projects in the 10-Year CIP, but shall also demonstrate a connection to the 10-Year CIP asset classification and the Level of Service Goals and Objectives. The CIP Quarterly Projects Reports shall identify any Regional project in the 10-Year CIP with an estimated cost greater than \$5 million that is behind schedule, and, for each project so identified, shall describe the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule. In each fourth quarter of the fiscal year CIP Quarterly Projects Report, the SFPUC will also address the status of Regional projects in the 10-Year CIP that have an estimated cost of less than \$5 million, noting any such projects that are behind schedule and describing the SFPUC's plan and timeline for either making up the delay or adopting a revised project schedule.

2. **Quarterly Meetings.** If requested by BAWSCA, the SFPUC shall hold quarterly meetings with BAWSCA to review each CIP Quarterly Projects Report, during which the SFPUC shall present information and detail about the individual projects and overall implementation of the 10-Year CIP, as well as the need for re-prioritization and/or the proposal

of new candidate projects for consideration as part of the next update of the 10-Year CIP. As part of the meeting held in each fourth quarter of the fiscal year, the SFPUC shall provide additional information and detail regarding the CIP development schedule and associated coordination proposed with BAWSCA.

## **Article 7. Accounting Procedures; Compliance Audit**

### **7.01. SFPUC Accounting Principles, Practices**

A. **Accounting Principles.** San Francisco will maintain the accounts of the SFPUC and the Water and Hetch Hetchy Enterprises in conformity with Generally Accepted Accounting Principles. San Francisco will apply all applicable pronouncements of the Governmental Accounting Standards Board (GASB) as well as statements and interpretations of the Financial Accounting Standards Board and Accounting Principles Board opinions issued on or before March 30, 1989, unless those pronouncements or opinions conflict with GASB pronouncements.

B. **General Rule.** San Francisco will maintain the accounting records of the SFPUC and the Water and Hetch Hetchy Enterprises in a format and level of detail sufficient to allow it to determine the annual Wholesale Revenue Requirement in compliance with this Agreement and to allow its determination of the Wholesale Revenue Requirement to be audited as provided in Section 7.04.

C. **Water Enterprise.** San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated by location (inside San Francisco and outside San Francisco) and by function (Direct Retail, Regional and Direct Wholesale).

D. **Hetch Hetchy Enterprise.** San Francisco will maintain an account structure which allows utility plant and operating and maintenance expenses to be segregated into Water Only, Power Only and Joint categories.

E. **SFPUC.** San Francisco will maintain an account structure which allows any expenses of SFPUC bureaus that benefit only the Wastewater Enterprise, the Power-Only operations of the Hetch Hetchy Enterprise or Retail Customers to be excluded from the Wholesale Revenue Requirement.

F. **Utility Plant Ledgers.** San Francisco will maintain subsidiary plant ledgers for the Water and Hetch Hetchy Enterprises that contain unique identifying numbers for all assets included in the rate base and identify the original cost, annual depreciation, accumulated depreciation, date placed in service, useful life, salvage value if any, source of funding (e.g., bond series, revenues, grants), and classification for purposes of this Agreement.

G. **Debt.** San Francisco will maintain documentation identifying:

1. The portion of total bonded debt outstanding related to each series of each bond issue.
2. The portion of total interest expense related to each series of each bond issue.
3. The use of proceeds of each bond issue (including proceeds of commercial paper and/or other interim financial instruments redeemed or expected to be redeemed from bonds and earnings on the proceeds of financings) in sufficient detail to determine, for each bond issue, the proceeds and earnings of each (including proceeds and earnings of interim financing vehicles redeemed by a bond issue) and the total amounts expended on Direct Retail improvements and the total amounts expended on Regional improvements.

H. **Changes in Accounting.** Subject to subsections A thru G, San Francisco may change the chart of accounts and accounting practices of the SFPUC and the Water and Hetch Hetchy Enterprises. However, the allocation of any expense to the Wholesale Customers that is specified in the Agreement may not be changed merely because of a change in (1) the accounting system or chart of accounts used by SFPUC, (2) the account to which an expense is posted or (3) a change in the organizational structure of the SFPUC or the Water or Hetch Hetchy Enterprises.

I. **Audit.** San Francisco will arrange for an audit of the financial statements of Water and Hetch Hetchy Enterprises to be conducted each year by an independent certified public accountant, appointed by the Controller, in accordance with Generally Accepted Auditing Standards.

#### **7.02. Calculation of and Report on Wholesale Revenue Requirement**

A. Within five months after the close of each fiscal year, San Francisco will prepare a report showing its calculation of the Wholesale Revenue Requirement for the preceding fiscal year and the change in the balancing account as of the end of that fiscal year. The first such report will be prepared by November 30, 2010 and will cover fiscal year 2009-10 and the balancing account as of June 30, 2010.

B. The report will consist of the following items:

1. Statement of changes in the balancing account for the fiscal year being reported on, and for the immediately preceding fiscal year, substantially in the form of Attachment O.
2. Detailed supporting schedules 8.1 through 8.2 substantially in the form of Attachment N-2.
3. Description and explanation of any changes in San Francisco's accounting practices from those previously in effect.
4. Explanation of any line item of expense (shown on Attachment N-2, schedules 1 and 4) for which the amount allocated to the Wholesale Customers increased by (a) ten percent or more from the preceding fiscal year, or (b) more than \$1,000,000.
5. Representation letter signed by the SFPUC General Manager and by other SFPUC financial staff shown on Attachment P, as the General Manager may direct, subject to change in position titles at the discretion of the SFPUC.

C. The report will be delivered to the BAWSCA General Manager by the date identified in Subsection A.

Once the report has been delivered to BAWSCA, San Francisco will, upon request:

1. Provide BAWSCA with access to, and copies of, all worksheets and supporting documents used or prepared by San Francisco during its calculation of the Wholesale Revenue Requirement;
2. Make available to BAWSCA all supporting documentation and calculations used by San Francisco in preparing the report; and
3. Promptly provide answers to questions from BAWSCA staff about the report.

### **7.03. Appointment of Compliance Auditor**

A. **Purpose.** The purpose of this section is to provide for an annual Compliance Audit by an independent certified public accountant of the procedures followed and the underlying data used by San Francisco in calculating the Wholesale Revenue Requirement for the preceding fiscal year. The annual Compliance Audit shall also determine whether the Wholesale Revenue Requirement has been calculated in accordance with the terms of the Agreement and whether amounts paid by the Wholesale Customers in excess of or less than

the Wholesale Revenue Requirement have been posted to the balancing account, together with interest as provided in Section 6.05.

B. **Method of Appointment.** The Controller shall select an independent certified public accountant (“Compliance Auditor”) to conduct the Compliance Audit described below. The Compliance Auditor may be the same certified public accountant engaged by the Controller to audit the financial statements of the Water and Hetch Hetchy Enterprises. Subject to approval by the Controller and the General Manager of the SFPUC, the Compliance Auditor shall have the authority to engage such consultants as it deems necessary or appropriate to assist in the audit. The terms of this Article shall be incorporated into the contract between San Francisco and the Compliance Auditor, and the Wholesale Customers shall be deemed to be third-party beneficiaries of said contract.

#### **7.04. Conduct of Compliance Audit**

A. **Standards.** The Compliance Auditor shall perform the Compliance Audit in accordance with Generally Accepted Auditing Standards. In particular, its review shall be governed by the standards contained in Section AU 623 (Reports on Specified Elements, Accounts or Items of a Financial Statement) of the AICPA, Professional Standards, as amended from time to time.

B. **Preliminary Meeting; Periodic Status Reports; Access to Data.** Prior to commencing the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss the audit plan, the procedures to be employed and the schedule to be followed. During the course of the audit, the Compliance Auditor shall keep San Francisco and BAWSCA informed of any unforeseen problems or circumstances which could cause a delay in the audit or any material expansion of the audit’s scope. The Compliance Auditor shall be given full access to all records of the SFPUC and the Water and Hetch Hetchy Enterprises that the Auditor deems necessary for the audit.

C. **Audit Procedures.** The Compliance Auditor shall review San Francisco’s calculation of the Wholesale Revenue Requirement and the underlying data in order to carry out the purpose of the audit described in Section 7.03.A and to issue the report described in Section 7.05. At a minimum, the Compliance Auditor shall address the following:

1. **Water Enterprise Operating and Maintenance Expenses.** The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the

recorded operating and maintenance expenses fairly reflect the costs incurred, were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, and were allocated to the Wholesale Customers as provided in this Agreement.

2. Water Enterprise Administrative and General Expenses. The Compliance Auditor shall review Water Enterprise cost ledgers and other appropriate financial records, including those of the SFPUC, to determine whether the recorded administrative and general expenses fairly reflect the costs incurred by or allocated to the Water Enterprise, whether they were recorded on a basis consistent with applicable Generally Accepted Accounting Principles, whether SFPUC charges were allocated to the Water Enterprise in accordance with this Agreement, and whether the amount of administrative and general expenses allocated to the Wholesale Customers was determined as provided by this Agreement.

3. Property Taxes. The Compliance Auditor shall review Water Enterprise cost ledgers to determine whether the amount of property taxes shown on the report fairly reflects the property tax expense incurred by San Francisco for Water Enterprise property outside of San Francisco and whether there has been deducted from the amount to be allocated (1) all taxes actually reimbursed to San Francisco by tenants of Water Enterprise property under leases that require such reimbursement and (2) any refunds received from the taxing authority. The Compliance Auditor also shall determine whether the amount of property taxes allocated to the Wholesale Customers was determined as provided in this Agreement.

4. Debt Service. The Compliance Auditor shall review SFPUC records to determine whether debt service, and associated coverage requirements, were allocated to the Wholesale Customers as provided in this Agreement.

5. Amortization of Existing Assets in Service as of June 30, 2009. The Compliance Auditor shall review both Water and Hetch Hetchy Enterprise records to determine whether the payoff amount for Existing Assets allocated to the Wholesale Customers as shown on Attachment K-1 through K-4 was calculated as provided in Section 5.03 of this Agreement.

6. Revenue-Funded Capital Appropriations/Expenditures. The Compliance Auditor shall review San Francisco's calculation of actual expenditures on the wholesale share of revenue-funded New Regional Assets and remaining unexpended and unencumbered project balances in the "Wholesale Capital Fund" described in Section 6.08, to determine whether the procedures contained in that section were followed.

7. Hetch Hetchy Expenses. The Compliance Auditor shall determine whether Hetch Hetchy Enterprise expenses were allocated to the Wholesale Customers as provided in this Agreement.

D. **Use of and Reliance on Audited Financial Statements and Water Use Data**

1. In performing the audit, the Compliance Auditor shall incorporate any adjustments to the cost ledgers recommended by the independent certified public accountant, referred to in Section 7.01.I, which audited the financial statements of the Water and Hetch Hetchy Enterprises. The Compliance Auditor may rely upon the work performed by that independent certified public accountant if the Compliance Auditor reviews the work and is willing to take responsibility for it as part of the compliance audit.

2. In performing the Compliance Audit and issuing its report, the Compliance Auditor may rely on water use data furnished by the Water Enterprise, regardless of whether the Wholesale Customers contest the accuracy of such data. The Compliance Auditor shall have no obligation to independently verify the accuracy of the water use data provided by San Francisco; however, the Compliance Auditor shall disclose in its report any information which came to its attention suggesting that the water use data provided by San Francisco are inaccurate in any significant respect.

E. **Exit Conference**. Upon completion of the audit, the Compliance Auditor shall meet with San Francisco and BAWSCA to discuss audit findings, including (1) any material weakness in internal controls and (2) adjustments proposed by the Compliance Auditor and San Francisco's response (i.e., booked or waived).

**7.05. Issuance of Compliance Auditor's Report**

A. San Francisco will require the Compliance Auditor to issue its report no later than nine months after the fiscal year under audit (i.e., March 31 of the following calendar year). The Compliance Auditor's report shall be addressed and delivered to San Francisco and BAWSCA. The report shall contain:

1. A statement that the Auditor has audited the report on the calculation of the Wholesale Revenue Requirement and changes in the balancing account, and supporting documents, prepared by San Francisco as required by Section 7.02.

2. A statement that the audit was conducted in accordance with auditing standards generally accepted in the United States of America, and that the audit provides a reasonable basis for its opinion.

3. A statement that in the Compliance Auditor's opinion the Wholesale Revenue Requirement was calculated by San Francisco in accordance with this Agreement and that the change in the balancing account shown in San Francisco's report was calculated as required by this Agreement and presents fairly, in all material respects, changes in and the balance due to (or from) the Wholesale Customers as of the end of the fiscal year under audit.

#### **7.06. Wholesale Customer Review**

A. One or more Wholesale Customers, or BAWSCA, may engage an independent certified public accountant (CPA) to conduct a review (at its or their expense) of San Francisco's calculation of the annual Wholesale Revenue Requirement and a review of changes in the balancing account.

B. If a Wholesale Customer or BAWSCA wishes such a review to be conducted it will provide written notice to SFPUC within 30 days of the date the Compliance Auditor's report is issued. The notice will identify the CPA or accounting/auditing firm that will conduct the review and the specific aspects of the Compliance Auditor's report that are the subject of the review. If more than one notice of review is received by the SFPUC, the requesting Wholesale Customers shall combine and coordinate their reviews and select a lead auditor to act on their behalf for the purposes of requesting documents and conducting on-site investigations.

C. San Francisco will cooperate with the CPA appointed by a Wholesale Customer or BAWSCA. This cooperation includes making requested records promptly available, making knowledgeable SFPUC personnel available to timely and truthfully answer the CPA's questions and directing the Compliance Auditor to cooperate with the CPA.

D. The Wholesale Customer's review shall be completed within 60 days after the date the Compliance Auditor's report is issued. At the conclusion of the review, representatives of San Francisco and BAWSCA shall meet to discuss any differences between them concerning San Francisco's compliance with Articles 5 or 6 of this Agreement during the preceding fiscal year or San Francisco's calculation of the Wholesale Revenue Requirement for the preceding fiscal year. If such differences cannot be resolved, the dispute shall be submitted to arbitration in accordance with Section 8.01.

## **Article 8. Other Agreements of the Parties**

### **8.01. Arbitration and Judicial Review**

A. **General Principles re Scope of Arbitration.** All questions or disputes arising under the following subject areas shall be subject to mandatory, binding arbitration and shall not be subject to judicial determination:

1. the determination of the Wholesale Revenue Requirement, which shall include both the calculations used in the determination and the variables used in those calculations;

2. the SFPUC's adherence to accounting practices and conduct of the Compliance Audit; and

3. the SFPUC's classification of new or omitted assets for purposes of determining the Wholesale Revenue Requirement.

All other questions or disputes arising under this Agreement shall be subject to judicial determination. Disputes about the scope of arbitrability shall be resolved by the courts.

B. **Demand for Arbitration.** If any arbitrable question or dispute should arise, any Wholesale Customer or the SFPUC may commence arbitration proceedings hereunder by service of a written Demand for Arbitration. Demands for arbitration shall set forth all of the issues to be arbitrated, the general contentions relating to those issues, and the relief sought by the party serving the Demand. Within 45 days after service of a Demand upon it, any Wholesale Customer or the SFPUC may serve a Notice of Election to become a party to the arbitration and a Response to the issues set forth in the Demand. The Response shall include the party's general contentions and defenses with respect to the claims made in the Demand, and may include any otherwise arbitrable claims, contentions and demands that concern the fiscal year covered by the Demand. If a timely Notice of Election and Response is not filed by any such entity, it shall not be a party to the arbitration but shall nonetheless be bound by the award of the arbitrator. If no party to this Agreement serves a timely Notice of Election and Response, the party seeking arbitration shall be entitled to the relief sought in its Demand for Arbitration without the necessity of further proceedings. Any claims not made in a Demand or Response shall be deemed waived.

If a Demand or Notice of Election is made by the SFPUC, it shall be served by personal delivery or certified mail to each Wholesale Customer at the address of such customer as set forth in the billing records of the SFPUC. If a Demand or Notice of Election is made by a Wholesale Customer, service shall be by certified mail or personal delivery to the General Manager, SFPUC, 525 Golden Gate Avenue, 13th Floor, San Francisco, California 94102, and to each of the other Wholesale Customers. If arbitration is commenced, the Wholesale Customers shall use their best efforts to formulate a single, joint position with respect thereto. In any event, with respect to the appointment of arbitrators, as hereinafter provided, all Wholesale Customers that take the same position as to the issues to be arbitrated shall jointly and collectively be deemed to be a single party.

C. **Limitations Period.** All Demands For Arbitration shall be served within twelve months of receipt by BAWSCA of the Wholesale Revenue Requirement Compliance Auditor's Report for that year. If a party fails to file a Demand within the time period specified in this subsection, that party waives all present and future claims with respect to the fiscal year in question. If no such Demand is served within the twelve month period specified above, the SFPUC's determination of the Wholesale Revenue Requirement for that year shall be final and conclusive. Whether any particular claim is barred by the twelve month limitations period provided for herein shall be for the arbitrator to determine. Prior to the expiration of the twelve month limitations period, the parties to the dispute may agree by written stipulation to extend the period by up to six additional months.

The Arbitrator may order the alteration or recalculation of underlying Water Enterprise and/or Hetch Hetchy Enterprise accounts or asset classifications. Such changes shall be used to calculate the Wholesale Revenue Requirement for the fiscal year in dispute and shall also be used to determine future Wholesale Revenue Requirements, if otherwise applicable, even though the existing entries in such accounts or the asset classifications, in whole or in part, predate the twelve month period described above, so long as a timely arbitration Demand has been filed in accordance with this subsection.

D. **Number and Appointment of Arbitrators.** All arbitration proceedings under this section shall be conducted by a single arbitrator, selected by the SFPUC and a designated representative of the Wholesale Customers or each group of Wholesale Customers that take the same position with respect to the arbitration, within 75 days after service of the Demand. If the parties to the arbitration cannot agree on an arbitrator within 75 days, any party may petition

the Marin County Superior Court for the appointment of an arbitrator pursuant to Code of Civil Procedure Section 1281.6 (or any successor provision).

E. **Guidelines for Qualifications of Arbitrators.** The Wholesale Customers and the SFPUC acknowledge that the qualifications of the arbitrator will vary with the nature of the matter arbitrated, but, in general, agree that such qualifications may include service as a judge or expertise in one or more of the following fields: public utility law, water utility rate setting, water system and hydraulic engineering, utility accounting methods and practices, and water system operation and management. The parties to the arbitration shall use their best efforts to agree in advance upon the qualifications of any arbitrator to be appointed by the Superior Court.

F. **Powers of Arbitrator; Conduct of Proceedings**

1. Except as provided in this section, arbitrations under this section shall be conducted under and be governed by the provisions of California Code of Civil Procedure Sections 1282.2 through 1284.2 (hereinafter, collectively, "Code sections"), and arbitrators appointed hereunder shall have the powers and duties specified by the Code sections.

2. Within the meaning of the Code sections, the term "neutral arbitrator" shall mean the single arbitrator selected by the parties to the arbitration.

3. Unless waived in writing by the parties to the arbitration, the notice of hearing served by the arbitrator shall not be less than 90 days.

4. The lists of witnesses (including expert witnesses), and the lists of documents (including the reports of expert witnesses) referred to in Code of Civil Procedure Section 1282.2 shall be mutually exchanged, without necessity of demand therefore, no later than 60 days prior to the date of the hearing, unless otherwise agreed in writing by the parties to the arbitration. Upon application of any party, or on his or her own motion, the arbitrator may schedule one or more prehearing conferences for the purposes of narrowing and/or expediting resolution of the issues in dispute. Strict conformity to the rules of evidence is not required, except that the arbitrator shall apply applicable law relating to privileges and work product. The arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all parties are afforded the opportunity to present material and relevant evidence.

5. Within thirty days after the close of the arbitration hearing, or such other time as the arbitrator shall determine, the parties will submit proposed findings and a proposed remedy to the arbitrator. The parties may file objections to their adversary's proposed findings and remedy within a time limit to be specified by the arbitrator. The arbitrator shall not base his or her award on information not obtained at the hearing.

6. The arbitrator shall render a written award no later than twelve months after the arbitrator is appointed, either by the parties or by the court, provided that such time may be waived or extended as provided in Code of Civil Procedure Section 1283.8.

7. The provisions for discovery set forth in Code of Civil Procedure Section 1283.05 are incorporated into and made part of this Agreement, except that: (a) leave of the arbitrator need not be obtained for the taking of depositions, including the depositions of expert witnesses; (b) the provisions of Code of Civil Procedure Section 2034.010 et seq., relating to discovery of expert witnesses, shall automatically be applicable to arbitration proceedings arising under this Agreement without the necessity for a formal demand pursuant to Section 2034.210 and the date for the exchange of expert discovery provided by Sections 2034.260 and 2034.270 shall be not later than 60 days prior to the date for the hearing; and (c) all reports, documents, and other materials prepared or reviewed by any expert designated to testify at the arbitration shall be discoverable. In appropriate circumstances, the arbitrator may order any party to this Agreement that is not a party to the arbitration to comply with any discovery request.

8. For the purposes of allocation of expenses and fees, as provided in Code of Civil Procedure Section 1284.2, if any two or more Wholesale Customers join together in a single, joint position in the arbitration, those Wholesale Customers shall be deemed to be a single party. If any Wholesale Customer or customers join together with the SFPUC in a single joint position in the arbitration, those Wholesale Customers and the SFPUC together shall be deemed to be a single party.

9. Subject to any other limitations imposed by the Agreement, the arbitrator shall have power to issue orders mandating compliance with the terms of the Agreement or enjoining violations of the Agreement. With respect to any arbitration brought to redress a claimed wholesale overpayment to the SFPUC, the arbitrator's power to award monetary relief shall be limited to entering an order requiring that an adjustment be made in the amount posted to the balancing account for the fiscal year covered by the Demand.

10. All awards of the arbitrator shall be binding on the SFPUC and the Wholesale Customers regardless of the participation or lack thereof by any Wholesale Customer or the SFPUC as a party to the arbitration proceeding. The parties to an arbitration shall have the power to modify or amend any arbitration award by mutual consent. The arbitrator shall apply California law.

#### **8.02. Attorneys' Fees**

A. **Arbitration or Litigation Between San Francisco and Wholesale Customers Arising under the Agreement or Individual Water Sales Contracts.** Each party will bear its own costs, including attorneys' fees, incurred in any arbitration or litigation arising under this Agreement or the Individual Water Sales Contracts between San Francisco and the Wholesale Customers. Notwithstanding the foregoing, and subject to the limitations contained herein, the SFPUC may allocate to the Wholesale Customers as an allowable expense, utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses, any attorneys' fees and costs incurred by the SFPUC in connection with arbitration and/or litigation arising under this Agreement and/or the Individual Water Sales Contracts. Attorneys' fees incurred by the SFPUC for attorneys employed in the San Francisco City Attorney's office shall be billed at the hourly rates charged for the attorneys in question by the San Francisco City Attorney's Office to the SFPUC. Attorneys' fees incurred by the SFPUC for attorneys other than those employed in the San Francisco City Attorney's Office shall be limited to the hourly rates charged to the SFPUC for attorneys and paralegals with comparable experience employed in the San Francisco City Attorney's office and in no event shall exceed the highest hourly rate charged by any attorney or paralegal employed in the City Attorney's Office to the SFPUC.

#### **B. Arbitration or Litigation Outside of Agreement Concerning the SFPUC Water System or Reserved Issues**

1. The attorneys' fees and costs incurred by the SFPUC in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement, shall be allocated between the Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

2. If, in any litigation described in subsection B.1 above, attorneys' fees and costs are awarded to one or more of the Wholesale Customers as prevailing parties, the

SFPUC's payment of the Wholesale Customers' attorneys' fees and costs shall not be an allowable expense pursuant to subsection A.

3. If, in any litigation described in subsection B.1, the SFPUC obtains an award of attorneys' fees and costs as a prevailing party against one or more of the Wholesale Customers, any such award shall be reduced to offset the amount of the SFPUC's fees and costs, if any, that have already been paid by the Wholesale Customers in the current or any prior fiscal years pursuant to subsection B.1 and the provisions of Articles 5 and 6 of the Agreement.

4. Nothing contained in this Agreement, including this subsection, shall authorize a court to award attorneys' fees and costs to a prevailing party as a matter of contract and/or the provisions of Civil Code Section 1717, in litigation between San Francisco and one or more of the Wholesale Customers arising from matters outside of the Agreement, including, without limitation, litigation and/or arbitration concerning the issues specifically reserved in the Agreement.

C. **Attorneys' Fees and Costs Incurred by the SFPUC in Connection with the Operation and Maintenance of the SFPUC Water Supply System.** All attorneys' fees and costs incurred by the SFPUC in connection with the operation and maintenance of the SFPUC's water supply system shall be allocated between Retail Customers and the Wholesale Customers utilizing the composite rate used for allocating other Water Enterprise administrative and general expenses.

### **8.03. Annual Meeting and Report**

A. The parties wish to ensure that the Wholesale Customers may, in an orderly way, be informed of matters affecting the Regional Water System, including matters affecting the continuity and adequacy of their water supply from San Francisco.

For this purpose, the General Manager of the SFPUC shall meet annually with the Wholesale Customers and BAWSCA during the month of February, commencing February 2010. At these annual meetings, the SFPUC shall provide the Wholesale Customers a report on the following topics:

1. Capital additions under construction or being planned for the Regional Water System, including the status of planning studies, financing plans, environmental reviews, permit applications, etc.;

2. Water use trends and projections for Retail Customers and Wholesale Customers;
3. Water supply conditions and projections;
4. The status of any administrative proceedings or litigation affecting San Francisco's water rights or the SFPUC's ability to deliver water from the watersheds which currently supply the Regional Water System;
5. Existing or anticipated problems with the maintenance and repair of the Regional Water System or with water quality;
6. Projections of Wholesale Revenue Requirements for the next five years;
7. Any other topic which the SFPUC General Manager places on the agenda for the meeting;
8. Any topic which the Wholesale Customers, through BAWSCA, request be placed on the agenda, provided that the SFPUC is notified of the request at least 10 days before the meeting.

B. The General Manager of the SFPUC, the Assistant General Manager of the Water Enterprise, and the Assistant General Manager of Business Services-CFO will use their best efforts to attend the annual meetings. If one or more of these officers are unable to attend, they will designate an appropriately informed assistant to attend in their place.

#### **8.04. Administrative Matters Delegated to BAWSCA**

A. The Wholesale Customers hereby delegate the authority and responsibility for performing the following administrative functions contemplated in this Agreement to BAWSCA:

1. Approval of calculations of Proportional Annual Water Use required by Section 3.14 and Attachment J, "Water Use Measurement and Tabulation";
2. Approval of amendments to Attachments J and K-3 and K-4, "25-Year Payoff Schedules for Existing Rate Base";
3. Agreement that the Water Meter and Calibration Procedures Manual to be prepared by the SFPUC may supersede some or all of the requirements in Attachment J, as described in Section 3.14;

4. Conduct of Wholesale Customer review of SFPUC's calculation of annual Wholesale Revenue Requirement/Change in Balancing Account described in Section 7.06;

5. Approval of an adjustment to Wholesale Revenue Coverage as described in Section 6.06.

B. A majority of the Wholesale Customers may, without amending this Agreement, delegate additional administrative functions to BAWSCA. To be effective, such expanded delegation must be evidenced by resolutions adopted by the governing bodies of a majority of the Wholesale Customers. In 2014, all twenty-six Wholesale Customers adopted resolutions delegating authority to BAWSCA to initiate, defend and settle arbitration for the matters that, pursuant to Section 8.01 of this Agreement, are subject to mandatory, binding arbitration.

C. Unless otherwise explicitly stated, the administrative authority delegated to BAWSCA may be exercised by the General Manager/CEO of BAWSCA, rather than requiring action by the BAWSCA Board of Directors. In addition, the Wholesale Customers may, with the consent of BAWSCA, delegate to BAWSCA the initiation, defense, and settlement of arbitration proceedings provided for in Section 8.01.

#### **8.05. Preservation of Water Rights; Notice of Water Rights Proceedings**

A. It is the intention of San Francisco to preserve all of its water rights, irrespective of whether the water held under such water rights is allocated under this Agreement. Nothing in this Agreement shall be construed as an abandonment, or evidence of an intent to abandon, any of the water rights that San Francisco presently possesses.

B. San Francisco shall use its best efforts to give prompt notice to BAWSCA of any litigation or administrative proceedings to which San Francisco is a party involving water rights to the Regional Water System. The failure of San Francisco to provide notice as required by this section, for whatever reason, shall not give rise to any monetary liability.

#### **8.06. SFPUC Rules and Regulations**

The sale and delivery of all water under this Agreement shall be subject to such of the "Rules and Regulations Governing Water Service to Customers" of the Water Enterprise adopted by the Commission, as those rules and regulations may be amended from time to time, as are (1) applicable to the sale and delivery of water to the Wholesale Customers, (2) reasonable, and (3) not inconsistent with either this Agreement or with an Individual Water

Sales Contract. The SFPUC will give the Wholesale Customers notice of any proposal to amend the Rules and Regulations in a manner that would affect the Wholesale Customers. The notice will be delivered at least thirty days in advance of the date on which the proposal is to be considered by the Commission and will be accompanied by the text of the proposed amendment.

#### **8.07. Reservations of, and Limitations on, Claims**

A. **General Reservation of Raker Act Contentions.** The 1984 Agreement resolved a civil action brought against San Francisco by certain of the Wholesale Customers. Plaintiffs in that action contended that they, and other Wholesale Customers that are municipalities or special districts, were “co-grantees” within the meaning of Section 8 of the Act and were entitled to certain rights, benefits and privileges by virtue of that status. San Francisco disputed those claims.

Nothing in this Agreement, or in the Individual Water Sales Contracts, shall be construed or interpreted in any way to affect the ultimate resolution of the controversy between the parties concerning whether any of the Wholesale Customers are “co-grantees” under the Act and, if so, what rights, benefits and privileges accrue to them by reason of that claimed status.

B. **Claims Reserved but not Assertable During Term or Portions Thereof.** The following claims, which San Francisco disputes, are reserved but may not be asserted during the Term (or portions thereof, as indicated):

1. The Wholesale Customers’ claim that the Act entitles them to water at cost.
2. The Wholesale Customers’ claim that San Francisco is obligated under the Act or state law to supply them with additional water in excess of the Supply Assurance. This claim may not be asserted unless and until San Francisco decides not to meet projected water demands of Wholesale Customers in excess of the Supply Assurance pursuant to Section 4.06.
3. The claim by San Jose and Santa Clara that they are entitled under the Act, or any other federal or state law, to permanent, non-interruptible status and to be charged rates identical to those charged other Wholesale Customers. This claim may not be asserted unless and until San Francisco notifies San Jose or Santa Clara that it intends to interrupt or terminate water deliveries pursuant to Section 4.05.

4. The Wholesale Customers' claim that the SFPUC is not entitled to impose a surcharge for lost power generation revenues attributable to furnishing water in excess of the Supply Assurance. This claim may not be asserted unless and until SFPUC furnishes water in excess of the Supply Assurance during the Term and also includes such a surcharge in the price of such water.

5. Claims by Wholesale Customers (other than San Jose and Santa Clara, whose service areas are fixed) that SFPUC is obligated under the Act or state law to furnish water, within their Individual Supply Guarantee, for delivery to customers outside their existing service area and that Wholesale Customers are entitled to enlarge their service areas to supply those customers. Such claims may be asserted only after compliance with the procedure set forth in Section 3.03, followed by SFPUC's denial of, or failure for six months to act on, a written request by a Wholesale Customer to expand its service area.

C. **Waived Activities.** The Wholesale Customers (and the SFPUC, where specified) will refrain from the following activities during the Term (or portions thereof, as specified):

1. The Wholesale Customers and the SFPUC will not contend before any court, administrative agency or legislative body or committee that the methodology for determining the Wholesale Revenue Requirement (or the requirements for (a) amortization of the ending balance under the 1984 Agreement, or (b) contribution to the Wholesale Revenue Coverage) determined in accordance with this Agreement violates the Act or any other provision of federal law, state law, or San Francisco's City Charter, or is unfair, unreasonable or unlawful.

2. The Wholesale Customers will not challenge the transfer of funds by the SFPUC to any other San Francisco City department or fund, provided such transfer complies with the San Francisco City Charter. The transfer of its funds, whether or not permitted by the City Charter, will not excuse the SFPUC from its failure to perform any obligation imposed by this Agreement.

3. The Wholesale Customers and the SFPUC will not assert monetary claims against one another based on the 1984 Agreement other than otherwise arbitrable claims arising from the three fiscal years immediately preceding the start of the Term (i.e., FYs 2006-07, 2007-08 and 2008-09). Such claims, if any, shall be governed by the dispute resolution provisions of this Agreement, except that the time within which arbitration must be commenced shall be 18 months from delivery of the Compliance Auditor's report.

D. **Other**

1. This Agreement shall determine the respective monetary rights and obligations of the parties with respect to water sold by the SFPUC to the Wholesale Customers during the Term. Such rights and obligations shall not be affected by any judgments or orders issued by any court in litigation, whether or not between parties hereto, and whether or not related to the controversy over co-grantee status, except for arbitration and/or litigation expressly permitted in this Agreement. No judicial or other resolution of issues reserved by this section will affect the Wholesale Revenue Requirement which, during the Term, will be determined exclusively as provided in Articles 5, 6 and 7 of this Agreement.

2. Because delays in the budget process or other events may cause the SFPUC to defer the effective date of changes in wholesale rates until after the beginning of the fiscal year, this Agreement does not require the SFPUC to make changes in wholesale rates effective at the start of the fiscal year or at any other specific date.

3. The Wholesale Customers do not, by executing this Agreement, concede the legality of the SFPUC's establishing Interim Supply Allocations, as provided in Article 4 or imposing Environmental Enhancement Surcharges on water use in excess of such allocations. Any Wholesale Customer may challenge such allocation when imposed and/or such surcharges if and when levied, in any court of competent jurisdiction.

4. The furnishing of water in excess of the Supply Assurance by San Francisco to the Wholesale Customers shall not be deemed or construed to be a waiver by San Francisco of its claim that it has no obligation under any provision of law to supply such water to the Wholesale Customers, nor shall it constitute a dedication by San Francisco to the Wholesale Customers of such water.

**8.08. Prohibition of Assignment**

A. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns. Each Wholesale Customer agrees that it will not transfer or assign any rights or privileges under this Agreement, either in whole or in part, or make any transfer of all or any part of its water system or allow the use thereof in any manner whereby any provision of this Agreement will not continue to be binding on it, its assignee or transferee, or such user of the system. Any assignment or transfer in violation of this covenant, and any assignment or transfer that would result in the supply of water in violation of the Act, shall be void.

B. Nothing in this section shall prevent any Wholesale Customer (except the California Water Service Company and Stanford) from entering into a joint powers agreement or a municipal or multi-party water district with any other Wholesale Customer (except the two listed above) to exercise the rights and obligations granted to and imposed upon the Wholesale Customers hereunder, nor shall this section prevent any Wholesale Customer (except the two listed above) from succeeding to the rights and obligations of another Wholesale Customer hereunder as long as the Wholesale Service Area served by the Wholesale Customers involved in the succession is not thereby enlarged.

**8.09. Notices**

A. All notices and other documents that San Francisco is required or permitted to send to the Wholesale Customers under this Agreement shall be sent to each and all of the Wholesale Customers by United States mail, first class postage prepaid, addressed to each Wholesale Customer at the address to which monthly water bills are mailed by the Water Enterprise.

B. All notices or other documents which the Wholesale Customers are required or permitted to send to San Francisco under this Agreement shall be sent by United States mail, first class postage prepaid, addressed as follows:

General Manager  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102

C. Each Wholesale Customer is a member of BAWSCA. San Francisco shall send a copy of each notice or other document which it is required to send to all Wholesale Customers to BAWSCA addressed as follows:

General Manager/CEO  
Bay Area Water Supply and Conservation Agency  
155 Bovet Road, Suite 650  
San Mateo, CA 94402

The failure of San Francisco to send a copy of such notices or documents to BAWSCA shall not invalidate any rate set or other action taken by San Francisco.

D. Any party (or BAWSCA) may change the address to which notice is to be sent to it under this Agreement by notice to San Francisco (in the case of a change desired by a Wholesale Customer or BAWSCA ) and to the Wholesale Customer and BAWSCA (in the case of a change desired by San Francisco).

The requirements for notice set forth in Section 8.01 concerning arbitration shall prevail over this section, when they are applicable.

#### **8.10. Incorporation of Attachments**

Attachments A through R, referred to herein, are incorporated in and made a part of this Agreement.

#### **8.11. Interpretation**

In interpreting this Agreement, or any provision thereof, it shall be deemed to have been drafted by all signatories, and no presumption pursuant to Civil Code Section 1654 may be invoked to determine the Agreement's meaning. The marginal headings and titles to the sections and paragraphs of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

#### **8.12. Actions and Approvals by San Francisco**

Whenever action or approval by San Francisco is required or contemplated by this Agreement, authority to act or approve shall be exercised by the Commission, except if such action is required by law to be taken, or approval required to be given, by the San Francisco Board of Supervisors. The Commission may delegate authority to the General Manager in accordance with the San Francisco City Charter and Administrative Code, except for actions that this Agreement requires to be taken by the Commission.

#### **8.13. Counterparts**

Execution of this Agreement may be accomplished by execution of separate counterparts by each signatory. San Francisco shall deliver its executed counterpart to BAWSCA and the counterpart which each Wholesale Customer executes shall be delivered to San Francisco. The separate executed counterparts, taken together, shall constitute a single agreement.

#### **8.14. Limitations on Damages**

A. Unless otherwise prohibited by this Agreement, general or direct damages may be recovered for a breach of a party's obligations under this Agreement. No party is liable for, or may recover from any other party, special, indirect or consequential damages or incidental damages, including, but not limited to, lost profits or revenue. No damages may be awarded for a breach of Section 8.17.

B. The limitations in subsection A apply only to claims for damages for an alleged breach of this Agreement. These limitations do not apply to claims for damages for an alleged breach of a legal duty that arises independently of this Agreement, established by constitution or statute.

C. If damages would be an inadequate remedy for a breach of this Agreement, equitable relief may be awarded by a court in a case in which it is otherwise proper.

D. This section does not apply to any claim of breach for which arbitration is the exclusive remedy pursuant to Section 8.01.A.

#### **8.15. Force Majeure**

A. **Excuse from Performance.** No party shall be liable in damages to any other party for delay in performance of, or failure to perform, its obligations under this Agreement, including the obligations set forth in Sections 3.09 and 4.06, if such delay or failure is caused by a "Force Majeure Event."

B. **Notice.** The party claiming excuse shall deliver to the other parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this section shall be given promptly in light of the circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform.

C. **Obligation to Restore Ability to Perform.** Any suspension of performance by a party pursuant to this section shall be only to the extent, and for a period of no longer duration

than, required by the nature of the Force Majeure Event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

**8.16. No Third-Party Beneficiaries**

This Agreement is exclusively for the benefit of the parties and not for the benefit of any other Person. There are no third-party beneficiaries of this Agreement and no person not a party shall have any rights under or interests in this Agreement.

No party may assert a claim for damages on behalf of a person other than itself, including a person that is not a party.

**8.17. Good Faith and Fair Dealing**

San Francisco and the Wholesale Customers each acknowledge their obligation under California law to act in good faith toward, and deal fairly with, each other with respect to this Agreement.

## **Article 9. Implementation and Special Provisions Affecting Certain Wholesale Customers**

### **9.01. General; Individual Water Sales Contracts**

A. As described in Section 1.03, San Francisco previously entered into Individual Water Sales Contracts with each of the Wholesale Customers. The term of the majority of Individual Water Sales Contracts will expire on June 30, 2009, concurrently with the expiration of the 1984 Agreement. Except as provided below in this Article, each of the Wholesale Customers will execute a new Individual Water Sales Contract with San Francisco concurrently with its approval of the Agreement.

B. The Individual Water Sales Contracts will describe the service area of each Wholesale Customer, identify the location and size of connections between the Regional Water System and the Wholesale Customer's distribution system, provide for periodic rendering and payment of bills for water usage, and in some instances contain additional specialized provisions unique to the particular Wholesale Customer and not of general concern or applicability. A sample Individual Water Sales Contract is provided at Attachment F. The Individual Water Sales Contracts between San Francisco and the Wholesale Customers will not contain any provision inconsistent with Articles 1 through 8 of this Agreement except (1) as provided below in this Article or (2) to the extent that such provisions are not in derogation of the Fundamental Rights of other Wholesale Customers under this Agreement. Any provisions in an Individual Water Sales Contract which are in violation of this section shall be void.

### **9.02. California Water Service Company**

A. The parties recognize that the California Water Service Company is an investor-owned utility company and, as such, has no claim to co-grantee status under the Act, which specifically bars private parties from receiving for resale any water produced by the Hetch Hetchy portion of the Regional Water System. Accordingly, the following provisions shall apply to the California Water Service Company, notwithstanding anything to the contrary elsewhere in this Agreement.

B. The total quantity of water delivered by San Francisco to the California Water Service Company shall not in any calendar year exceed 47,400 acre feet, which is the estimated average annual production of Local System Water. If San Francisco develops additional Local System Water after the Effective Date, it may (1) increase the maximum

delivery amount stated herein; and (2) increase the Supply Assurance, but not necessarily both. San Francisco has no obligation to deliver water to California Water Service Company in excess of the maximum stated herein, except as such maximum may be increased by San Francisco pursuant to this subsection. The maximum annual quantity of Local System Water set forth in this subsection is intended to be a limitation on the total quantity of water that may be allocated to California Water Service Company, and is not an Individual Supply Guarantee for purposes of Section 3.02. The maximum quantity of Local System Water set forth in this subsection is subject to reduction in response to (1) changes in long-term hydrology or (2) environmental water requirements that may be imposed by or negotiated with state and federal resource agencies in order to comply with state or federal law or to secure applicable permits for construction of Regional Water System facilities. San Francisco shall notify California Water Service Company of any anticipated reduction of the quantity of Local System Water set forth in this subsection, along with an explanation of the basis for the reduction.

C. Notwithstanding anything in Section 8.08 to the contrary, California Water Service Company shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of California Water Service Company under any contract between it and San Francisco applicable to any individual district of California Water Service Company in connection with the acquisition by such public agency of all or a portion of the water system of California Water Service Company in such district. In the event of any such assignment of all the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of all further obligations under such contract provided that the assignee public agency expressly assumes the obligations of California Water Service Company thereunder. In the event of such an assignment of a portion of the rights, privileges and obligations of California Water Service Company under such contract, California Water Service Company shall be relieved of such portion of such obligations so assigned thereunder provided that the assignee public agency shall expressly assume such obligations so assigned to it.

D. Should California Water Service Company seek to take over or otherwise acquire, in whole or in part, the service obligations of another Wholesale Customer under Section 3.03.E, it will so inform San Francisco at least six months prior to the effective date of the sale and provide information concerning the total additional demand proposed to be served, in order that San Francisco may compare the proposed additional demand to the then-current estimate of Local System Water. In this regard, California Water Service Company has notified

the SFPUC that it has reached an agreement to acquire the assets of Skyline County Water District (“Skyline”) and assume the responsibility for providing water service to customers in the Skyline service area. California Water Service Company has advised the SFPUC that, on September 18, 2008, the California Public Utilities Commission approved California Water Service Company’s acquisition of Skyline. The SFPUC anticipates approving the transfer of Skyline’s Supply Guarantee as shown on Attachment C to California Water Service Company and the expansion of California Water Service Company’s service area to include the current Skyline service area before the Effective Date of this Agreement. All parties to this Agreement authorize corresponding modifications of Attachment C, as well as any of the Agreement’s other provisions, to reflect the foregoing transaction without the necessity of amending this Agreement.

E. Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, district, political subdivision, or other public agency for resale to customers within the service area of the California Water Service Company. Nothing in this Agreement shall require or contemplate any delivery of water to California Water Service Company in violation of the Act.

F. Nothing in this Agreement shall alter, amend or modify the Findings of Fact and Conclusions of Law and the Judgment dated May 25, 1961, in that certain action entitled City and County of San Francisco v. California Water Service Company in the Superior Court of the State of California in and for the County of Marin, No. 23286, as modified by the Quitclaim Deed from California Water Service Company to San Francisco dated August 22, 1961. The rights and obligations of San Francisco and California Water Service Company under these documents shall continue as therein set forth.

### **9.03. City of Hayward**

A. San Francisco and the City of Hayward (“Hayward”) entered into a water supply contract on February 9, 1962 (“the 1962 contract”) which provides, inter alia, that San Francisco will supply Hayward with all water supplemental to sources and supplies of water owned or controlled by Hayward as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1962 contract “on a permanent basis.” The service area map attached as Exhibit C to the 1962 contract was amended in 1974 to remove an area of land in the Hayward hills and in 2008 to make minor boundary adjustments identified in SFPUC Resolution No. 08-0035.

B. The intention of the parties is to continue the 1962 contract, as amended, in effect as the Individual Water Sales Contract between San Francisco and Hayward. Accordingly, it shall not be necessary for San Francisco and Hayward to enter into a new Individual Water Sales Contract pursuant to this Article and approval of this Agreement by Hayward shall constitute approval of both this Agreement and an Individual Water Sales Contract for purposes of Section 1.03. The 1962 contract, as amended, will continue to describe the service area of Hayward, while rates for water delivered to Hayward during the Term shall be governed by Article 5 hereof. The 1962 contract, as amended, will continue in force after the expiration of the Term.

#### **9.04. Estero Municipal Improvement District**

A. San Francisco and the Estero Municipal Improvement District (“Estero”) entered into a water supply contract on August 24, 1961, the term of which continues until August 24, 2011 (“the 1961 Contract”). The 1961 Contract provides, inter alia, that San Francisco will supply Estero with all water supplemental to sources and supplies of water owned or controlled by Estero as of that date, in sufficient quantity to supply the total water needs of the service area described on an exhibit to the 1961 Contract.

B. The intention of the parties is to terminate the 1961 Contract and replace it with a new Individual Water Sales Contract which will become effective on July 1, 2009. The new Individual Water Sales Contract will describe the current service area of Estero. The Individual Supply Guarantee applicable to Estero shall be 5.9 MGD, rather than being determined as provided in the 1961 Contract.

#### **9.05. Stanford University**

A. The parties recognize that The Board of Trustees of The Leland Stanford Junior University (“Stanford”) operates a non-profit university, and purchases water from San Francisco for redistribution to the academic and related facilities and activities of the university and to residents of Stanford, the majority of whom are either employed by or students of Stanford. Stanford agrees that all water furnished by San Francisco shall be used by Stanford only for domestic purposes and those directly connected with the academic and related facilities and activities of Stanford, and no water furnished by San Francisco shall be used in any area now or hereafter leased or otherwise used for industrial purposes or for commercial purposes

other than those campus support facilities that provide direct services to Stanford faculty, students or staff such as the U.S. Post Office, the bookstore and Student Union.

Nothing in this Agreement shall preclude San Francisco from selling water to any county, city, town, political subdivision or other public agency for resale to Stanford or to customers within the service area of Stanford.

B. Notwithstanding anything in Section 8.08 to the contrary, Stanford shall have the right to assign to a public agency having the power of eminent domain all or a portion of the rights of Stanford under this Agreement or the Individual Water Sales Contract between it and San Francisco in connection with the acquisition by such public agency of all or a portion of Stanford's water system. In the event of any such assignment of all the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of all further obligations under such contract, provided that the assignee public agency expressly assumes Stanford's obligations thereunder. In the event of such an assignment of a portion of the rights, privileges, and obligations of Stanford under such contract, Stanford shall be relieved of such obligations so assigned thereunder, provided that the assignee public agency shall expressly assume such obligations so assigned to it.

Nothing in this Agreement shall require or contemplate any delivery of water to Stanford in violation of the Act.

**9.06. City of San Jose and City of Santa Clara**

A. **Continued Supply on Temporary, Interruptible Basis.** During the term of the 1984 Agreement, San Francisco provided water to the City of San Jose ("San Jose") and the City of Santa Clara ("Santa Clara") on a temporary, interruptible basis pursuant to SFPUC Resolution No. 85-0256. Subject to termination or reduction of supply as provided in Section 4.05 of this Agreement, San Francisco will continue to supply water to San Jose and Santa Clara on a temporary, interruptible basis pending a decision by the Commission, pursuant to Section 4.05.H, as to whether to make San Jose and Santa Clara permanent customers of the Regional Water System. San Francisco will furnish water to San Jose and Santa Clara at the same rates as those applicable to other Wholesale Customers pursuant to this Agreement. Water delivered to San Jose and Santa Clara after July 1, 2009 may be limited by the SFPUC's ability to meet the full needs of all its other Retail and Wholesale Customers. The service areas of San Jose and Santa Clara set forth in their Individual Water Sales Contracts may not be

expanded using the procedure set forth in Section 3.03. The combined annual average water usage of San Jose and Santa Clara shall not exceed 9 MGD. The allocation of that total amount between San Jose and Santa Clara shall be as set forth in their Individual Water Sales Contracts.

B. **Reservation of Rights**. In signing this Agreement, neither San Jose nor Santa Clara waives any of its rights to contend, in the event that San Francisco (1) elects to terminate or interrupt water deliveries to either or both of the two cities prior to 2028 using the process set forth in Section 4.05, or (2) does not elect to take either city on as a permanent customer in 2028, that it is entitled to permanent customer status, pursuant to the Act or any other federal or state law. Santa Clara's reservation of rights is limited to its existing Service Area A, as shown on Attachment Q-2. Service Area B, south of Highway 101, was added in 2018 solely for the operational convenience of Santa Clara. Santa Clara waives its right to make claims described in this Section 9.06.B and Section 8.07.B.3 with respect to Service Area B. In signing this Agreement, San Francisco does not waive its right to deny any or all such contentions.

**9.07. City of Brisbane, Guadalupe Valley Municipal Improvement District, Town of Hillsborough**

A. The parties acknowledge that San Francisco has heretofore provided certain quantities of water to the City of Brisbane ("Brisbane"), Guadalupe Valley Municipal Improvement District ("Guadalupe") and the Town of Hillsborough ("Hillsborough") at specified rates or without charge pursuant to obligations arising out of agreements between the predecessors of San Francisco and these parties, which agreements are referred to in judicial orders, resolutions of the SFPUC and/or the 1960 contracts between San Francisco and Brisbane, Guadalupe and Hillsborough. The parties intend to continue those arrangements and accordingly agree as follows:

1. Nothing in this Agreement is intended to alter, amend or modify the terms of SFPUC Resolution No. 74-0653 or the indenture of July 18, 1908 between the Guadalupe Development Company and the Spring Valley Water Company.

2. Nothing in this Agreement is intended to alter, amend or modify the Findings of Fact and Conclusions of Law and Judgment dated May 25, 1961 in that certain action entitled City and County of San Francisco v. Town of Hillsborough in the Superior Court of the State of California in and for the County of Marin, No. 23282, as modified by the Satisfaction of Judgment filed October 23, 1961 and the Compromise and Release between

Hillsborough and San Francisco dated August 22, 1961. The rights and obligations of Hillsborough under these documents shall continue as therein set forth.

3. Nothing in this Agreement is intended to affect or prejudice any claims, rights or remedies of Guadalupe or of Crocker Estate Company, a corporation, or of Crocker Land Company, a corporation, or of San Francisco, or of their successors and assigns, respectively, with respect to or arising out of that certain deed dated May 22, 1884, from Charles Crocker to Spring Valley Water Works, a corporation, recorded on May 24, 1884, in Book 37 of Deeds at page 356, Records of San Mateo County, California, as amended by that certain Deed of Exchange of Easements in Real Property and Agreement for Trade in Connection Therewith, dated July 29, 1954, recorded on August 4, 1954, in Book 2628, at page 298, Official Records of said San Mateo County, or with respect to or arising out of that certain action involving the validity or enforceability of certain provisions of said deed entitled City and County of San Francisco v. Crocker Estate Company, in the Superior Court of the State of California in and for the County of Marin, No. 23281.

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# ATTACHMENT A

## Attachment A - Definitions

**“1984 Agreement”** refers to the 1984 Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County, which expires on June 30, 2009.

**“Act”** refers to the Raker Act, 38 Stat. 242, the Act of Congress, enacted in 1913, that authorized the construction of the Hetch Hetchy system on federal lands.

**“Adjusted Proportional Annual Use”** means the respective percentages of annual water use, as adjusted to reflect deliveries of water by the Hetch Hetchy Enterprise to outside City Retail Customers. The adjustment is calculated each year as described in Section B of Attachment J and is shown on lines 18 and 19 of Table 1 of that Attachment.

**“Agreement”** refers to this Water Supply Agreement, by and among San Francisco and the Wholesale Customers who approve this Agreement in accordance with Section 1.03.

**“BAWSCA”** refers to the Bay Area Water Supply and Conservation Agency established pursuant to Division 31 of the California Water Code (Water Code §§81300-81461) or its successor and permitted assigns.

**“CEQA”** refers to the California Environmental Quality Act found at §§21000 et seq. of the Public Resources Code and the Guidelines for the California Environmental Quality Act found at §§15000 et seq. of Title 14 of the California Code of Regulations, as amended from time to time.

**“Commission”** means the governing board of the SFPUC, whose members, as of the date of this Agreement, are appointed by the Mayor of San Francisco and confirmed by the San Francisco Board of Supervisors.

**“Compliance Audit”** refers to the annual audit of the Wholesale Revenue Requirement by the Compliance Auditor required by Sections 7.03 through 7.05.

**“Compliance Auditor”** refers to the independent certified public accountant chosen by the San Francisco Controller to conduct each fiscal year’s audit of the SFPUC’s calculation of the Wholesale Revenue Requirement as provided in Section 7.03.B.

**“Countywide Cost Allocation Plan”** refers to the full costs of the Water and Hetch Hetchy Enterprises’ prorated share of San Francisco city government expenses that are not directly billed to city departments, as determined by the Controller of the City and County of San Francisco.

**“Debt Service”** means principal and interest paid during a fiscal year on Indebtedness incurred by the SFPUC for the 2006 Revenue Bonds, Series A, and subsequently issued Indebtedness (exclusive of 2006 Revenue Bonds Series B and C), the proceeds of which are used or are scheduled to be used for the acquisition or construction of New Regional Assets or to refund such Indebtedness.

**“Direct Retail”** refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to Retail Customers.

**“Direct Wholesale”** refers to Regional Water System capital or operating expenditures that are incurred to provide water service solely to one or more Wholesale Customers.

**“Drought”** means a water shortage caused by lack of precipitation, as reflected in resolutions of the Commission calling for voluntary or mandatory water rationing based on evaluation of water stored or otherwise available to the Regional Water System, whether or not the Commission declares a water shortage emergency pursuant to Water Code §§ 350 et seq., as amended from time to time.

**“Effective Date”** refers to the date this Agreement will become effective in accordance with the terms of Section 1.03.

**“Emergency”** means a sudden, non-drought event, such as an earthquake, failure of Regional Water System infrastructure or other catastrophic event or natural disaster that results in an insufficient supply of water available to the Retail or Wholesale Service Areas for basic human consumption, firefighting, sanitation, and fire protection.

**“Encumbrance”** or **“Encumber”** refers to the process by which the City Controller certifies the availability of amounts previously appropriated by the Commission for specifically identified SFPUC capital projects performed either by third parties or through work orders to other City departments.

**“Environmental Enhancement Surcharge”** means the surcharge to be imposed by the SFPUC on individual parties to this Agreement whose use exceeds their Interim Supply Allocation when the collective use of water by all parties to this Agreement is in excess of the Interim Supply Limitation.

**“ERRP”** refers to a SFPUC document entitled *Emergency Response and Recovery Plan: Regional Water System* (“ERRP”) dated August 23, 2003, and updated November 2006.

**“Excess Use Charges”** are monthly charges set by the SFPUC, in the form of multipliers, that are applied to the Wholesale Customer water rates during times of mandatory rationing if a Wholesale Customer's water usage is greater than its shortage allocation. Excess Use Charges are further described in Section 4 of the Tier 1 Shortage Plan (Attachment H).

**“Existing Assets”** refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets plant in service as of June 30, 2009.

**“Existing System Assets”** refers to all Water Enterprise and Hetch Hetchy Enterprise assets and assets that are components of, or appurtenances thereto. Existing Assets are a subset of the Existing System Assets for repayment of capital costs under Section 5.03.

**“Existing Facilities”** means those wells and associated infrastructure owned by the Participating Pumpers and in existence as of the effective date of the Project Operating Agreement, and any replacements of Existing Facilities irrespective of location.

**“Force Majeure Event”** means an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood, earth movement, or similar catastrophic event, (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event, (c) a strike, work stoppage, picketing or similar concerted labor action, (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal or state regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

**“Fundamental Rights”** of Wholesale Customers are their status as parties to this Agreement, their allocation of water recognized in Section 3.02, their protection against arbitrary, unreasonable, or unjustly discriminatory rates provided in Section 6.04, and any specific rights described in Article 9.

**“Groundwater Storage and Recovery Project”** refers to a WSIP project for groundwater storage and recovery in the Southern portion of the Westside Basin approved in SFPUC Resolution No. 14-0127 dated August 12, 2014.

**“Hetch Hetchy Enterprise”** refers to Hetch Hetchy Water and Power Enterprise, a SFPUC operating department.

**“Imputed Sales”** apply when a Wholesale Customer does not meet the minimum annual purchase requirements of Section 3.07.C, except in fiscal years in which a waiver of these requirements is in effect. Imputed Sales are calculated as the difference between (1) a Wholesale Customer’s metered water purchases during a fiscal year, from July 1 to June 30, and (2) the larger of (a) or (b) as follows: (a) the Wholesale Customer’s Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer’s Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1. If a Wholesale Customer has more than one Temporary Modified Minimum Annual Purchase Quantity, the largest quantity is used for calculating Imputed Sales. Imputed Sales are considered wholesale water usage for the purposes of calculating the Proportional Annual Use, and any fees charged for Imputed Sales are considered wholesale revenues.

**“In Lieu Water”** refers to Regional Water System water, subject to the limitations set forth in Section 9.02 of this Agreement for water delivered to California Water Service Company, that the SFPUC delivers at no charge on an interruptible basis to the Participating Pumpers, to replace groundwater that the Participating Pumpers refrain from pumping using their Existing Facilities during storage periods under the Project Operating Agreement.

**“Include”** and its variants mean “including but not limited to” whenever used in this Agreement, regardless of whether or not it is capitalized.

**“Indebtedness”** includes revenue bonds, bond anticipation notes, certificates of participation (excluding certificates of participation towards which SFPUC contributes debt service as an operating expense), and commercial paper.

**“Individual Water Sales Contract”** refers to the contracts between each Wholesale Customer and San Francisco contemplated in Section 9.01 that details customer-specific matters such as location of service connections, service area maps and other matters specific to that customer.

**“Individual Supply Guarantee”** refers to each Wholesale Customer’s share of the Supply Assurance, as shown in Attachment C.

**“Interim Supply Allocation”** refers to each Wholesale Customer’s share, to be established by the SFPUC pursuant to Section 4.02, of the Interim Supply Limitation.

**“Interim Supply Limitation”** refers to the 265 MGD annual average limitation on water deliveries until December 31, 2018 from Regional Water System watersheds imposed by the SFPUC in its approval of the WSIP in Resolution Number 08-0200 dated October 30, 2008.

**“Irrigation Well Owners”** refers to the Hills of Eternity, Home of Peace, and Salem Cemetery; Eternal Home Cemetery; Woodlawn Cemetery; Holy Cross Cemetery; Italian Cemetery; Olivet Cemetery; Cypress Lawn Cemetery; and the California Golf Club, located within the Southern portion of the Westside Basin.

**“Irrigation Well Owner Replacement Water”** refers to water supplied by the Regional Water System delivered on a standby basis by the SFPUC, or wheeled through California Water Service Company’s South San Francisco District System, for delivery to Irrigation Well Owners as may be necessary under the MMRP.

**“Joint,”** when used in connection with Hetch Hetchy Enterprise assets or expenses, refers to assets used or expenses incurred in providing both water supply (“Water-Related”) and in the generation and transmission of electrical energy (“Power-Related”).

**“Level of Service Goals and Objectives”** refers to the “Phased WSIP Goals and Objectives” adopted by the Commission in Resolution No. 08-0200 dated October 30, 2008 as part of the approval of the WSIP and any amendments that may be adopted by the Commission.

**“Local System Water”** refers to Regional Water System water supplies developed in San Mateo, Alameda and Santa Clara Counties or otherwise not produced by the Hetch Hetchy Enterprise under rights of way granted by the Raker Act.

**“MGD”** refers to an average flow rate of one million gallons per day over a specific time period, often a year. For example, one MGD is equal to 365 million gallons per year or 1,120 acre feet per year.

**“Minimum Annual Purchase Quantity”** means the minimum amount of water that a Wholesale Customer that has an Individual Supply Guarantee agrees to purchase from San Francisco annually, as specified in Attachment E, as may be amended from time to time pursuant to Section 2.03.C.

**“Mitigation, Monitoring and Reporting Program** or **“MMRP”** refers to the CEQA required program of mitigation and monitoring adopted by the SFPUC as part of Groundwater Storage and Recovery Project approval in Resolution No. 14-0127.

**“Net Annual Debt Service”** refers to debt service less payments made from proceeds of Indebtedness (e.g., capitalized interest), earnings on bond proceeds (e.g., reserve fund earnings) used to pay Debt Service, and interest paid from renewed commercial paper, or from reserve fund liquidation.

**“New Assets”** refers to Regional and Hetch Hetchy Water-Only and Water-Related capital assets added to Regional Water System plant in service after June 30, 2009.

**“New Regional Assets”** refers to New Assets placed in service on or after July 1, 2009 that are used and useful in delivering water to Wholesale Customers. The following four categories comprise New Regional Assets:

1. Water Enterprise Regional Assets
2. Water Enterprise Direct Wholesale Assets
3. Hetch Hetchy Water Only Assets
4. Water-Related portion (45 percent) of Hetch Hetchy Joint Assets

**“Participating Pumpers”** refers to the Wholesale Customers pumping groundwater who are parties to the Project Operating Agreement; specifically, the cities of Daly City and San Bruno and the California Water Service Company, South San Francisco Service Area.

**“Participating Pumper Replacement Water”** refers to the quantity of Regional Water System water that may be made available by the SFPUC to some or all of the Participating Pumpers in accordance with Section 4.7 of the Project Operating Agreement.

**“Power-Only,”** when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to generate and transmit electrical energy.

**“Power-Related”** refers to the power related portion (55%) of Joint Hetch Hetchy Enterprise assets or expenses.

**“Prepayment”** refers to payments of principal and interest amounts not due in the year the prepayment is made, as described in Section 5.03.

**“Project Facility or Facilities”** refers to all Groundwater Storage and Recovery Project assets, such as Project wells and all related fixed assets (e.g., real property, water treatment, connecting pipelines) that are acquired or constructed by the SFPUC pursuant to the Project Operating Agreement and operated as Regional Water System assets for the allocation of capital costs and operation and maintenance expenses under this Agreement.

**“Project Operating Agreement”** refers to the “Agreement for Groundwater Storage and Recovery from the Southern Portion of the Westside Groundwater Basin by and among the San Francisco Public Utilities Commission, the City of Daly City, the City of San Bruno, and California Water Service Company,” dated as of December 16, 2014.

**“Proportional Annual Use”** means the shares of deliveries from the Regional Water System used by City Retail Customers and by the Wholesale Customers in a fiscal year, expressed as a percentage. The percentages of annual use are calculated each year as described in Section B of Attachment J and are shown on lines 10 and 11 of Table 1 of that Attachment.

**“Proportional Water Use”** refers the general principle of allocating Regional Water System costs based on the relative purchases of water by Retail and Wholesale Customers.

**“Regional,”** when used with reference to Water Enterprise capital assets and operating expenses, refers to assets and expenses that benefit Wholesale and Regional Customers.

**“Regional Water System”** means the water storage, transmission and treatment system operated by the SFPUC in Tuolumne, Stanislaus, San Joaquin, Alameda, Santa Clara, San Mateo and San Francisco counties, including projects constructed under the WSIP, but excluding Direct Retail and Direct Wholesale assets.

**“Retail Customers”** means any customer that purchases water from San Francisco that is not a Wholesale Customer, whether located inside or outside of San Francisco.

**“Retail Service Area”** means the areas where SFPUC sells water to Retail Customers.

**“Retail Water”** means water sold by the SFPUC to its Retail Customers within and outside San Francisco.

**“San Francisco”** refers to the City and County of San Francisco.

**“SFPUC”** refers to the San Francisco Public Utilities Commission as an operating department of San Francisco, the General Manager of which reports to the Commission.

**“SFPUC Bureaus”** refers to the portions of the SFPUC that provide support services to the SFPUC Operating Departments. These presently consist of the General Manager’s Office, Business Services, and External Affairs.

**“SFPUC Operating Departments”** refers to the Water, Hetch Hetchy and Wastewater Program Enterprises under the control and management of the SFPUC pursuant to the San Francisco Charter.

**“SFPUC Storage Account”** refers to the book account maintained by the SFPUC showing the amount of water stored in the Southern Westside Basin pursuant to the Project Operating Agreement.

**“Shared Facilities”** refers to an Existing Facility that is owned by a Participating Pumper, as upgraded through the expenditure of Regional capital costs under Section 5.04 of this Agreement and operated in part as a Project Facility.

**“Substantially Expended”**: A bond issue series is substantially expended when 98% of the proceeds and investment earnings contributed to the project fund have been expended.

**“Supply Assurance”** means the 184 MGD maximum annual average metered supply of water dedicated by San Francisco to public use in the Wholesale Service Area (not including San Jose and Santa Clara) in the 1984 Agreement and Section 3.01 of this Agreement.

**“Target Balance,”** for purposes of determining the Wholesale Capital Fund unencumbered balance under Section 6.08.E and amended Attachment M-3 beginning in FY 2018-19, means

the sum of (i) the current year (FY 2018-19) wholesale share of the revenue funded capital appropriation for New Regional Assets pursuant to Section 5.04.B times the quotient of 4 divided by 5; plus (ii) the wholesale appropriation for the prior year (FY 2017-18) times the quotient of 3 divided by 5; plus (iii) the wholesale appropriation for the 2nd year prior (FY 2016-17) times the quotient of 2 divided by 5; plus (iv) the wholesale appropriation for the third year prior (FY 2015-16) times the quotient of 1 divided by 5. Such appropriations shall take into account any de-appropriations and/or reimbursements from bond proceeds or other sources. The fiscal years in parentheses used in this definition are for illustration purposes only.

**“Temporary Modified Minimum Annual Purchase Quantity”** means the minimum amount of water that a Wholesale Customer that has an Individual Supply Guarantee, which has received a permanent transfer of a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity pursuant to Section 3.04.C, agrees to purchase from San Francisco on a temporary annual basis, as described in Section 3.04.C and as specified in Attachment E-1, as may be amended from time to time pursuant to Section 2.03.C.

**“Term”** means the 25-year term commencing July 1, 2009, including one or both 5-year extensions authorized by Section 2.02.A and B.

**“Tier 1 Shortage Plan”** refers to the Water Shortage Allocation Plan (Attachment H) adopted by the SFPUC and the Wholesale Customers in conjunction with this Agreement describing the method for allocating water between the SFPUC and the Wholesale Customers collectively for shortages of up to 20% of deliveries from the Regional Water System, as amended from time-to-time.

**“Water Enterprise”** refers to the San Francisco Water Department (SFWD), an SFPUC Operating Department.

**“Water Management Charge”** refers to the charge collected by San Francisco on behalf of BAWSCA for local water resource development in the Wholesale Service Area pursuant to Section 3.06 of this Agreement.

**“Water-Only,”** when used with reference to Hetch Hetchy Enterprise capital costs and operating and maintenance expenses, means capital costs and expenses that are incurred solely for the construction and operation of assets used to protect water quality or to provide for the delivery of water for consumptive purposes.

**“Water-Related”** refers to the water related portion (45%) of Joint Hetch Hetchy Enterprise assets or expenses.

**“Water Supply Development Report”** refers to the annual report prepared pursuant to Section 4.05, and submitted to the Commission for purposes of estimating whether Regional Water System demand will be within the Interim Supply Limitation by June 30, 2018.

**“Wheeling Statute”** refers to Article 4 of Chapter 11 of the California Water Code, as amended from time to time.

**“Wholesale Capital Fund”** is the account established by the SFPUC for deposit of Wholesale Customer revenue that is used to fund the wholesale share of revenue-funded New Regional Assets, as described in Section 6.08.

**“Wholesale Customer” or “Customers”** means one or more of the 26 water customers identified in Section 1.02 that are contracting for purchase of water from San Francisco pursuant to this Agreement.

**“Wholesale Revenue Coverage”** refers to the additional dollar amount included in wholesale rates each fiscal year that is charged to Wholesale Customers by the SFPUC for their proportionate share of Debt Service coverage under Section 6.06.A.

**“Wholesale Revenue Coverage Reserve”** refers to the account established by the SFPUC for deposit of Wholesale Revenue Coverage under Section 6.06.B.

**“Wholesale Revenue Requirement”** means the calculated Wholesale Customer portion of SFPUC Regional Water System capital and operating costs as determined in accordance with the provisions of Article 5 of this Agreement, formerly called the “Suburban Revenue Requirement” in the 1984 Agreement.

**“Wholesale Service Area”** means the combined service areas of the Wholesale Customers, as delineated on the service area maps attached to each Individual Water Sales Contract.

**“WSIP”** refers to the Water System Improvement Program approved by the Commission in Resolution No. 08-0200 on October 30, 2008, as amended from time to time.

# ATTACHMENT B

**ATTACHMENT B**

**WHOLESALE CUSTOMER REGIONAL WATER SYSTEM PURCHASES FY 2007-2008\***

*(To determine 75% approval process for Section 1.02)*

<b>WHOLESALE CUSTOMER</b>	<b>MGD</b>
Alameda County Water District	12.90
California Water Service Company	37.72
City of Brisbane	0.23
City of Burlingame	4.50
City of Daly City	4.49
City of East Palo Alto	2.16
City of Hayward	19.33
City of Menlo Park	3.69
City of Millbrae	2.46
City of Milpitas	6.95
City of Mountain View	10.51
City of Palo Alto	12.72
City of Redwood City	11.01
City of San Bruno	1.86
City of San Jose	4.80
City of Santa Clara	3.49
City of Sunnyvale	10.52
Coastside County Water District	2.08
Estero Municipal Improvement District	5.51
Guadalupe Valley Municipal Improvement District	0.40
Mid-Peninsula Water District	3.25
North Coast County Water District	3.25
Purissima Hills Water District	2.31
Skyline County Water District	0.16
Stanford University	2.31
Town of Hillsborough	3.83
Westborough Water District	0.95
<b>Total</b>	<b>173.39</b>

\*Source: SFPUC Commercial Division Records  
 Note: FY 2007-2008 was a Leap Year with 366 days.

# ATTACHMENT C

**ATTACHMENT C**  
**INDIVIDUAL SUPPLY GUARANTEES**

<i><b>WHOLESALE CUSTOMER</b></i>	<i><b>(1)</b></i> <i><b>100 Cubic Feet (per year)<sup>1</sup></b></i>	<i><b>(2)</b></i> <i><b>Million Gallons Per Day (MGD)<sup>1</sup></b></i>
Alameda County Water District	6,714,439	13.760
California Water Service Company <sup>2</sup>	17,320,807	35.499
City of Brisbane	224,435	0.460
City of Burlingame	2,553,753	5.234
City of Daly City	2,094,386	4.292
City of East Palo Alto	1,689,713	3.463
City of Menlo Park	2,174,231	4.456
City of Millbrae	1,538,120	3.152
City of Milpitas	4,504,533	9.232
City of Mountain View	6,079,715	12.460
City of Palo Alto	8,087,730	16.575
City of Redwood City	5,333,115	10.930
City of San Bruno	1,583,899	3.246
City of Sunnyvale	6,138,122	12.580
Coastside County Water District	1,061,453	2.175
Estero Municipal Improvement District	2,878,807	5.900
Guadalupe Valley Municipal Improvement District	254,436	0.521
Mid-Peninsula Water District	1,898,707	3.891
North Coast County Water District	1,872,928	3.838
Purissima Hills Water District	792,832	1.625
Skyline County Water District	88,537	0.181
Stanford University	1,479,764	3.033
Town of Hillsborough	1,995,644	4.090
Westborough Water District	644,172	1.320
Total: <sup>3</sup>	79,004,278	161.913

**Footnotes:**

1. 100 Cubic feet per year = Million Gallons per Day / 0.00000204946. Figures in column (1) are calculated using unrounded MGD values and are more precise than the figures listed in column (2)
2. Includes quantities from Los Trancos County Water District and Palomar Park Water District.
3. Total does not equal sum of MGD figures due to rounding. Total is not 184 MGD because the table does not include the City of Hayward. Cordilleras Mutual Water Association is not a party to this Agreement, but it has its own Supply assurance of 3,007 hundred cubic feet (CCF).

# ATTACHMENT D

## ATTACHMENT D

### PROCEDURE FOR PRO-RATA REDUCTION OF WHOLESALE CUSTOMERS' INDIVIDUAL SUPPLY GUARANTEES (SECTION 3.02).

The 23 wholesale customers listed on Attachment C have individual Supply Guarantees that total approximately 161.9 MGD.

If the amount of water purchased from SFPUC by Hayward exceeds 22.1 MGD for three consecutive fiscal years, the individual Supply Guarantees of each of those 23 wholesale customers will be reduced as described below.

#### STEP ONE:

Obtain the average annual excess purchases during the three fiscal year period. For example, assume Hayward uses 25.0 MGD, 24.2 MGD and 26.0 MGD in three consecutive years. The average annual excess use for that period is 2.9 MGD; calculated as follows:

$$\frac{[25.0 \text{ MGD} + 24.2 \text{ MGD} + 26.0 \text{ MGD}]}{3} + 161.9 \text{ MGD} = 186.9 \text{ MGD}$$

$$186.9 \text{ MGD} - 184.0 \text{ MGD} = 2.9 \text{ MGD}$$

#### STEP TWO:

Allocate the excess purchases among the 23 Wholesale Customers in proportion to each customer's Supply Guarantee as a percentage of the total Supply Guarantees (161.9 MGD as of FY 2009-10).

For example, assume that Wholesale Customer A's Supply Guarantee is 12.0 MGD. Wholesale Customer A's percentage share of the total individual supply guarantees is 0.074, calculated as follows:

$$\frac{12.0 \text{ MGD}}{161.9 \text{ MGD}} = 0.074$$

and its share of the excess use is 0.22 MGD, calculated as follows:

$$2.9 \text{ MGD} \times 0.074 = 0.22 \text{ MGD}$$

**STEP THREE:**

Determine Wholesale Customer's adjusted Supply Guarantee by subtracting the result of Step Two from the Wholesale Customer's Supply Guarantee:

$$12 \text{ MGD} - 0.22 \text{ MGD} = 11.78 \text{ MGD}$$

\* \* \* \* \*

Adjustments will be made at intervals comprised of distinct three-year periods of use by Hayward in excess of 22.1 MGD rather than overlapping periods. For example, assuming that the first adjustment were to occur in FY 2014-15 (based on use during FY 2011-12, FY 2012-13 and FY 2013-14), a second adjustment will not occur earlier than three full fiscal years thereafter (i.e., FY 2017-18, based on use by Hayward in FY 2014-15, FY 2015-16 and FY 2016-17). The figures used in the second and subsequent adjustments will reflect previous adjustments. For example, a second adjustment will use 158.9 MGD as the total of individual Supply Guarantees (161.6 MGD - 2.7 MGD = 158.9 MGD).

For purposes of simplicity, the volumetric units used in the foregoing example are MGD. For actual adjustment calculations, the unit employed will be hundreds of cubic feet ("ccf"), the unit by which the SFPUC measures water deliveries for billing purposes.

The procedure described and illustrated above is independent of and unrelated to the establishment by the SFPUC of Interim Supply Limitations described in Article 4.

# ATTACHMENT E

**ATTACHMENT E**

**MINIMUM ANNUAL PURCHASE QUANTITIES**

**(Section 3.07.C)**

<b>AGENCY</b>	<b>MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)</b>
Alameda County Water District	7.648
City of Milpitas	5.341
City of Mountain View	8.930
City of Sunnyvale	8.930

**ATTACHMENT E-1**

**TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITIES**

**(Sections 3.04 and 3.07.C)**

<b>AGENCY</b>	<b>TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)</b>	<b>EFFECTIVE FISCAL YEAR OF TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITY</b>

## Attachment E-2

### Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

#### Scenario 1: Transferee Not Already Subject to Temporary or Permanent Minimum Annual Purchase Requirements of Section 3.07.C

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Minimum Purchase Transfer	D = B + C Temporary Modified Minimum Purchase	E = A + C Post-Transfer Permanent Minimum Purchase
1	Transferor X	5.0	4.5	(1.0)	N/A	4.0
2	Transferee Z	N/A	6.0	1.0	7.0	1.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer Effective</i>	Year 2	Year 3	Year 4 <i>1st Year Meeting Temp Min</i>	Year 5	Year 6 <i>3rd Year Meeting Temp Min</i>	Year 7	Year 8
<b>Transferor X</b>									
3	<i>Applicable Minimum Purchase</i> <sup>2</sup>	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
4	Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0
5 = 3 - 4	<u>Imputed Sales</u>	0.5	-	-	0.5	-	-	-	0.5
6 = 4 + 5	Total Purchases	5.0	4.5	4.0	4.0	4.0	4.0	4.5	4.0
<b>Transferee Z</b>									
7	<i>Applicable Minimum Purchase</i>	N/A	7.0	7.0	7.0	7.0	7.0	7.0	1.0
8	Annual Purchase	6.0	6.0	6.5	6.5	7.0	7.0	7.5	7.0
9 = 7 - 8	<u>Imputed Sales</u>	-	1.0	0.5	0.5	-	-	-	-
10 = 8 + 9	Total Purchases	6.0	7.0	7.0	7.0	7.0	7.0	7.5	7.0

<sup>1</sup> "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

<sup>2</sup> "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.

## Attachment E-2

### Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

#### Scenario 2: Transferee Already Subject to Permanent Minimum Annual Purchase Requirement

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Minimum Purchase Transfer	D = B + C Temporary Modified Minimum Purchase	E = A + C Post-Transfer Permanent Minimum Purchase
1	Transferor X	5.0	4.5	(1.0)	N/A	4.0
2	Transferee Z	1.0	6.0	1.0	7.0	2.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer Effective</i>	Year 2	Year 3 <i>Meets Temp Min but Not Consecutive</i>	Year 4	Year 5 <i>1st Year Meeting Temp Min</i>	Year 6	Year 7 <i>3rd Consecutive Year Meeting Temp Min</i>	Year 8
<b>Transferor X</b>									
3	<i>Applicable Minimum Purchase</i> <sup>2</sup>	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
4	Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0
5 = 3 - 4	<u>Imputed Sales</u>	0.5	-	-	0.5	-	-	-	0.5
6 = 4 + 5	Total Purchases	5.0	4.5	4.0	4.0	4.0	4.5	4.0	4.0
<b>Transferee Z</b>									
7	<i>Permanent Minimum Purchase</i>	1.0	1.0	1.0	1.0	1.0	1.0	1.0	2.0
8	<i>Applicable Minimum Purchase</i>	1.0	7.0	7.0	7.0	7.0	7.0	7.0	2.0
9	Annual Purchase	6.0	6.5	6.5	7.0	6.5	7.0	7.5	7.5
10 = 8 - 9	<u>Imputed Sales</u>	-	0.5	0.5	-	0.5	-	-	-
11 = 9 + 10	Total Purchases	6.0	7.0	7.0	7.0	7.0	7.5	8.0	7.5

<sup>1</sup> "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

<sup>2</sup> "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.

## Attachment E-2

### Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

#### Scenario 3: Transferee Already Subject to Temporary Minimum Annual Purchase Requirement

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Existing Temporary Modified Minimum	D Minimum Purchase Transfer	E <sup>3</sup> Temporary Modified Minimum Purchase <sup>4</sup>	F = A + D Post-Transfer Permanent Minimum <sup>5</sup>
1	Transferor X	5.0	4.5	N/A	(1.0)	N/A	4.0
2	Transferor Y	3.0	3.0	N/A	(1.0)	N/A	2.0
3	Transferee Z						
4	Transfer 1: X -> Z	N/A	4.0	N/A	1.0	5.0	1.0
5	Transfer 2: Y -> Z	N/A	N/A <sup>3</sup>	5.0	1.0	6.0	2.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer 1 Effective</i>	Year 2 <i>1st Year Meeting Temp Min 1</i>	Year 3 <i>Transfer 2 Effective</i>	Year 4 <i>3rd Year Meeting Temp Min 1</i>	Year 5 <i>1st Year Meeting Temp Min 2</i>	Year 6	Year 7 <i>3rd Year Meeting Temp Min 2</i>	Year 8
<b>Transferor X</b>									
6	<i>Applicable Minimum Purchase</i> <sup>2</sup>	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
7	Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0
8 = 6 - 7	<u>Imputed Sales</u>	0.5	-	-	0.5	-	-	-	0.5
9 = 7 + 8	Total Purchases	5.0	4.5	4.0	4.0	4.0	4.5	4.0	4.0
<b>Transferor Y</b>									
10	<i>Applicable Minimum Purchase</i>	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0
11	Annual Purchase	3.0	2.5	3.5	2.5	2.5	2.0	1.5	2.5
12 = 10 - 11	<u>Imputed Sales</u>	-	0.5	-	-	-	-	0.5	-
13 = 11 + 12	Total Purchases	3.0	3.0	3.5	2.5	2.5	2.0	2.0	2.5
<b>Transferee Z</b>									
14	<i>Permanent Minimum Purchase</i>	N/A	N/A	N/A	N/A	N/A	1.0	1.0	1.0
15	<i>Applicable Minimum Purchase</i>	N/A	5.0	5.0	6.0	6.0	6.0	6.0	6.0
16	Annual Purchase	4.0	4.5	5.0	5.0	5.5	6.0	6.0	6.5
17 = 15 - 16	<u>Imputed Sales</u>	-	0.5	-	1.0	0.5	-	-	-
18 = 16 + 17	Total Purchases	4.0	5.0	5.0	6.0	6.0	6.0	6.5	6.0

<sup>1</sup> "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

<sup>2</sup> "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.

<sup>3</sup> The Temporary Modified Minimum Purchase for Transfer 1 is E = B + D; the Temporary Modified Minimum Purchase for Transfer 2 is E = C + D.

<sup>4</sup> If a transferee already has a Temporary Modified Minimum Annual Purchase Quantity, the additional Minimum Annual Purchase Quantity from transfer 2 is added to the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, not to the transferee's 5 non-drought-year average usage.

<sup>5</sup> Cumulative total, including transfers 1 and 2.

# ATTACHMENT F

**ATTACHMENT F**

**WATER SALES CONTRACT**

This Contract, dated as of \_\_\_\_\_, 2009, is entered into by and between the City and County of San Francisco ("San Francisco") and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Customer").

**RECITALS**

San Francisco and the Customer have entered into a Water Supply Agreement ("WSA"), which sets forth the terms and conditions under which San Francisco will continue to furnish water for domestic and other municipal purposes to Customer and to other Wholesale Customers. The WSA contemplates that San Francisco and each individual Wholesale Customer will enter into an individual contract describing the location or locations at which water will be delivered to each customer by the San Francisco Public Utilities Commission ("SFPUC"), the customer's service area within which water so delivered is to be sold, and other provisions unique to the individual purchaser. This Water Sales Contract is the individual contract contemplated by the WSA.

**AGREEMENTS OF THE PARTIES**

1. **Incorporation of the WSA**

The terms and conditions of the WSA are incorporated into this Contract as if set forth in full herein.

2. **Term**

Unless explicitly provided to the contrary in Article 9 of the WSA, the term of this Contract shall be identical to that provided in Section \_\_\_ of the WSA.

3. Service Area

Water delivered by San Francisco to the Customer may be used or sold within the service area shown on the map designated Exhibit A attached hereto. Except as provided in Section \_\_\_ of the WSA, Customer shall not deliver or sell any water provided by San Francisco outside of this area without the prior written consent of the General Manager of the SFPUC.

4. Location and Description of Service Connections

Sale and delivery of water to Customer will be made through a connection or connections to the SFPUC Regional Water System at the location or locations shown on Exhibit A attached hereto and with the applicable present account number, description, connection size, and meter size shown on Exhibit B attached hereto.

5. Interties With Other Systems.

Customer maintains interties with neighboring water systems at the location or locations shown on Exhibit A attached hereto and with the connection size(s) as shown on Exhibit C attached hereto.

6. Billing and Payment

San Francisco shall compute the amounts of water delivered and bill Customer therefor on a monthly basis. The bill shall show the separate components of the charge (e.g., service, consumption, demand). Customer shall pay the amount due within thirty (30) days after receipt of the bill.

If Customer disputes the accuracy of any portion of the water bill it shall (a) notify the General Manager of the SFPUC in writing of the specific nature of the dispute and (b) pay the undisputed portion of the bill within thirty (30) days after receipt. Customer shall meet with the General Manager of the SFPUC or a delegate to discuss the disputed portion of the bill.

7., 8., 9... Other Specialized Provisions

[Certain Wholesale Customers will require additional provisions in their individual contracts addressed to issues such as minimum and/or maximum water delivery quantities, prior authorized wheeling arrangements, maximum expansion of the service area, etc. These and other provisions addressing issues unique to the particular Wholesale Customer may be added here, subject to the provisions of Section 9.01 of the WSA.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract, to become effective upon the effectiveness of the WSA, by their duly authorized representatives.

<p>CITY AND COUNTY OF SAN FRANCISCO Acting by and through its Public Utilities Commission</p> <p>BY _____ Edward Harrington General Manager</p>	<p>Date: _____, 2009</p>
<p>NAME OF WHOLESALE CUSTOMER</p> <p>BY _____ Name: Title:</p>	<p>Date: _____, 2009</p>

**Note:** This attachment is provided for the convenience of the prospective parties to the Water Supply Agreement and associated individual contracts. The format may be modified as desired by San Francisco and Wholesale Customer, subject to Section 9.01 of the WSA.

# ATTACHMENT G

[http://sfwater.org/cfapps/wholesale/detailPage.cfm?c\\_id=3739](http://sfwater.org/cfapps/wholesale/detailPage.cfm?c_id=3739)



San Francisco  
**Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

# Water Quality Notifications and Communications Plan

MARCH 2017 • REVISION 6

UPDATED BY:

**SFPUC WATER QUALITY DIVISION**

AND



**MWH** now part of



**Stantec**

# ATTACHMENT H

# ATTACHMENT H

## WATER SHORTAGE ALLOCATION PLAN

This Interim Water Shortage Allocation Plan (“Plan”) describes the method for allocating water between the San Francisco Public Utilities Commission (“SFPUC”) and the Wholesale Customers collectively during shortages caused by drought. The Plan implements a method for allocating water among the individual Wholesale Customers which has been adopted by the Wholesale Customers. The Plan includes provisions for transfers, banking, and excess use charges. The Plan applies only when the SFPUC determines that a system-wide water shortage due to drought exists, and all references to “shortages” and “water shortages” are to be so understood. This Plan was adopted pursuant to Section 7.03(a) of the 1984 Settlement Agreement and Master Water Sales Contract and has been updated to correspond to the terminology used in the June 2009 Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County ("Agreement").

### SECTION 1. SHORTAGE CONDITIONS

**1.1. Projected Available SFPUC Water Supply.** The SFPUC shall make an annual determination as to whether or not a shortage condition exists. The determination of projected available water supply shall consider, among other things, stored water, projected runoff, water acquired by the SFPUC from non-SFPUC sources, inactive storage, reservoir losses, allowance for carryover storage, and water bank balances, if any, described in Section 3.

**1.2 Projected SFPUC Purchases.** The SFPUC will utilize purchase data, including volumes of water purchased by the Wholesale Customers and by Retail Customers (as those terms are used in the Agreement) in the year immediately prior to the drought, along with other available relevant information, as a basis for determining projected system-wide water purchases from the SFPUC for the upcoming year.

**1.3. Shortage Conditions.** The SFPUC will compare the available water supply (Section 1.1) with projected system-wide water purchases (Section 1.2). A shortage condition exists if the SFPUC determines that the projected available water supply is less than projected system-wide water purchases in the upcoming Supply Year (defined as the period from July 1 through June 30). When a shortage condition exists, SFPUC will determine whether voluntary or mandatory actions will be required to reduce purchases of SFPUC water to required levels.

**1.3.1 Voluntary Response.** If the SFPUC determines that voluntary actions will be sufficient to accomplish the necessary reduction in water use throughout its service area, the SFPUC and the Wholesale Customers will make good faith efforts to reduce their water purchases to stay within their annual shortage allocations and associated monthly water use budgets. The SFPUC will not impose excess use charges during periods of voluntary rationing, but may suspend the prospective accumulation of water bank credits, or impose a ceiling on further accumulation of bank credits, consistent with Section 3.2.1 of this Plan.

**1.3.2 Mandatory Response.** If the SFPUC determines that mandatory actions will be required to accomplish the necessary reduction in water use in the SFPUC service area, the SFPUC may implement excess use charges as set forth in Section 4 of this Plan.

**1.4. Period of Shortage.** A shortage period commences when the SFPUC determines that a water shortage exists, as set forth in a declaration of water shortage emergency issued by the SFPUC pursuant to California Water Code Sections 350 et seq. Termination of the water shortage emergency will be declared by resolution of the SFPUC.

## SECTION 2. SHORTAGE ALLOCATIONS

**2.1. Annual Allocations between the SFPUC and the Wholesale Customers.** The annual water supply available during shortages will be allocated between the SFPUC and the collective Wholesale Customers as follows:

Level of System Wide Reduction in Water Use Required	Share of Available Water	
	SFPUC Share	Wholesale Customers Share
5% or less	35.5%	64.5%
6% through 10%	36.0%	64.0%
11% through 15%	37.0%	63.0%
16% through 20%	37.5%	62.5%

The water allocated to the SFPUC shall correspond to the total allocation for all Retail Customers. In the event that the SFPUC share of the available water supply in the above table results in Retail Customers having a positive allocation (i.e., a supply of additional water rather than a required percentage reduction in water use), the SFPUC’s percentage share of the available water supply in the table shall be reduced to eliminate any positive allocation to Retail Customers, with a corresponding increase in the percentage share of the available water supply allocated to the Wholesale Customers. For any level of required reduction in system-wide water use during shortages, the SFPUC shall require Retail Customers to conserve a minimum of 5%, with any resulting reallocated supply credited to storage for inclusion in calculation of projected available water SFPUC water supply in a subsequent year (Section 1.1).

The parties agree to reevaluate the percentages of the available water supply allocated to Retail and Wholesale Customers by May 1, 2028.

**2.2 Annual Allocations among the Wholesale Customers.** The annual water supply allocated to the Wholesale Customers collectively during system wide shortages of 20 percent or less will be apportioned among them based on a methodology adopted by all of the Wholesale Customers, as described in Section 3.11(C) of the Agreement. In any year for which the methodology must be applied, the Bay Area Water Supply and Conservation Agency (“BAWSCA”) will calculate each Wholesale Customer’s individual percentage share of the amount of water allocated to the Wholesale Customers collectively pursuant to Section 2.1. Following the declaration or reconfirmation of a water shortage emergency by the SFPUC, BAWSCA will deliver to the SFPUC General Manager a list, signed by the President of BAWSCA’s Board of Directors and

its General Manager, showing each Wholesale Customer together with its percentage share and stating that the list has been prepared in accordance with the methodology adopted by the Wholesale Customers. The SFPUC shall allocate water to each Wholesale Customer, as specified in the list. The shortage allocations so established may be transferred as provided in Section 2.5 of this Plan. If BAWSCA or all Wholesale Customers do not provide the SFPUC with individual allocations, the SFPUC may make a final allocation decision after first meeting and discussing allocations with BAWSCA and the Wholesale Customers.

The methodology adopted by the Wholesale Customers utilizes the rolling average of each individual Wholesale Customer's purchases from the SFPUC during the three immediately preceding Supply Years. The SFPUC agrees to provide BAWSCA by November 1 of each year a list showing the amount of water purchased by each Wholesale Customer during the immediately preceding Supply Year. The list will be prepared using Customer Service Bureau report MGT440 (or comparable official record in use at the time), adjusted as required for any reporting errors or omissions, and will be transmitted by the SFPUC General Manager or his designee.

**2.3. Limited Applicability of Plan to System Wide Shortages Greater Than Twenty Percent.**

The allocations of water between the SFPUC and the Wholesale Customers collectively, provided for in Section 2.1, apply only to shortages of 20 percent or less. The SFPUC and Wholesale Customers recognize the possibility of a drought occurring which could create system-wide shortages greater than 20 percent despite actions taken by the SFPUC aimed at reducing the probability and severity of water shortages in the SFPUC service area. If the SFPUC determines that a system wide water shortage greater than 20 percent exists, the SFPUC and the Wholesale Customers agree to meet within 10 days and discuss whether a change is required to the allocation set forth in Section 2.1 in order to mitigate undue hardships that might otherwise be experienced by individual Wholesale Customers or Retail Customers. Following these discussions, the Tier 1 water allocations set forth in Section 2.1 of this Plan, or a modified version thereof, may be adopted by mutual written consent of the SFPUC and the Wholesale Customers. If the SFPUC and Wholesale Customers meet and cannot agree on an appropriate Tier 1 allocation within 30 days of the SFPUC's determination of water shortage greater than 20 percent, then (1) the provisions of Section 3.11(C) of the Agreement will apply, unless (2) all of the Wholesale Customers direct in writing that a Tier 2 allocation methodology agreed to by them be used to apportion the water to be made available to the Wholesale Customers collectively, in lieu of the provisions of Section 3.11(C).

The provisions of this Plan relating to transfers (in Section 2.5), banking (in Section 3), and excess use charges (in Section 4) shall continue to apply during system-wide shortages greater than 20 percent.

**2.4. Monthly Water Budgets.** Within 10 days after adopting a declaration of water shortage emergency, the SFPUC will determine the amount of Tier 1 water allocated to the Wholesale Customers collectively pursuant to Section 2.1. The SFPUC General Manager, using the Tier 2 allocation percentages shown on the list delivered by BAWSCA pursuant to Section 2.2, will calculate each Wholesale Customer's individual annual allocation. The SFPUC General Manager, or his designee, will then provide each Wholesale Customer with a proposed schedule of monthly water budgets based on the pattern of monthly water purchases during the Supply Year immediately preceding the declaration of shortage (the "Default Schedule"). Each

Wholesale Customer may, within two weeks of receiving its Default Schedule, provide the SFPUC with an alternative monthly water budget that reschedules its annual Tier 2 shortage allocation over the course of the succeeding Supply Year. If a Wholesale Customer does not deliver an alternative monthly water budget to the SFPUC within two weeks of its receipt of the Default Schedule, then its monthly budget for the ensuing Supply Year shall be the Default Schedule proposed by the SFPUC.

Monthly Wholesale Customer water budgets will be derived from annual Tier 2 allocations for purposes of accounting for excess use. Monthly Wholesale Customer water budgets shall be adjusted during the year to account for transfers of shortage allocation under Section 2.5 and transfers of banked water under Section 3.4.

**2.5. Transfers of Shortage Allocations.** Voluntary transfers of shortage allocations between the SFPUC and any Wholesale Customers, and between any Wholesale Customers, will be permitted using the same procedure as that for transfers of banked water set forth in Section 3.4. The SFPUC and BAWSCA shall be notified of each transfer. Transfers of shortage allocations shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. Transfers of shortage allocations shall be in compliance with Section 3.05 of the Agreement. The transferring parties will meet with the SFPUC, if requested, to discuss any effect the transfer may have on its operations.

### **SECTION 3. SHORTAGE WATER BANKING**

**3.1. Water Bank Accounts.** The SFPUC shall create a water bank account for itself and each Wholesale Customer during shortages in conjunction with its resale customer billing process. Bank accounts will account for amounts of water that are either saved or used in excess of the shortage allocation for each agency; the accounts are not used for tracking billings and payments. When a shortage period is in effect (as defined in Section 1.4), the following provisions for bank credits, debits, and transfers shall be in force. A statement of bank balance for each Wholesale Customer will be included with the SFPUC's monthly water bills.

**3.2. Bank Account Credits.** Each month, monthly purchases will be compared to the monthly budget for that month. Any unused shortage allocation by an agency will be credited to that agency's water bank account. Credits will accumulate during the entire shortage period, subject to potential restrictions imposed pursuant to Section 3.2.1. Credits remaining at the end of the shortage period will be zeroed out; no financial or other credit shall be granted for banked water.

**3.2.1. Maximum Balances.** The SFPUC may suspend the prospective accumulation of credits in all accounts. Alternatively, the SFPUC may impose a ceiling on further accumulation of credits in water bank balances based on a uniform ratio of the bank balance to the annual water allocation. In making a decision to suspend the prospective accumulation of water bank credits, the SFPUC shall consider the available water supply as set forth in Section 1.1 of this Plan and other reasonable, relevant factors.

**3.3. Account Debits.** Each month, monthly purchases will be compared to the budget for that month. Purchases in excess of monthly budgets will be debited against an agency's water bank account. Bank debits remaining at the end of the fiscal year will be subject to excess use charges (see Section 4).

**3.4. Transfers of Banked Water.** In addition to the transfers of shortage allocations provided for in Section 2.5, voluntary transfers of banked water will also be permitted between the SFPUC and any Wholesale Customer, and among the Wholesale Customers. The volume of transferred water will be credited to the transferee's water bank account and debited against the transferor's water bank account. The transferring parties must notify the SFPUC and BAWSCA of each transfer in writing (so that adjustments can be made to bank accounts), and will meet with the SFPUC, if requested, to discuss any affect the transfer may have on SFPUC operations. Transfers of banked water shall be deemed to be an emergency transfer and shall become effective on the third business day after notice of the transfer has been delivered to the SFPUC. If the SFPUC incurs extraordinary costs in implementing transfers, it will give written notice to the transferring parties within ten (10) business days after receipt of notice of the transfer. Extraordinary costs means additional costs directly attributable to accommodating transfers and which are not incurred in non-drought years nor simply as a result of the shortage condition itself. Extraordinary costs shall be calculated in accordance with the procedures in the Agreement and shall be subject to the disclosure and auditing requirements in the Agreement. In the case of transfers between Wholesale Customers, such extraordinary costs shall be considered to be expenses chargeable solely to individual Wholesale Customers and shall be borne equally by the parties to the transfer. In the case of transfers between the SFPUC and a Wholesale Customer, the SFPUC's share of any extraordinary transfer costs shall not be added to the Wholesale Revenue Requirement.

**3.4.1. Transfer Limitations.** The agency transferring banked water will be allowed to transfer no more than the accumulated balance in its bank. Transfers of estimated prospective banked credits and the "overdrafting" of accounts shall not be permitted. The price of transfer water originally derived from the SFPUC system is to be determined by the transferring parties and is not specified herein. Transfers of banked water shall be in compliance with Section 3.05 of the Agreement.

## SECTION 4. WHOLESALE EXCESS USE CHARGES

**4.1. Amount of Excess Use Charges.** Monthly excess use charges shall be determined by the SFPUC at the time of the declared water shortage consistent with the calendar in Section 6 and in accordance with Section 6.03 of the Agreement. The excess use charges will be in the form of multipliers applied to the rate in effect at the time the excess use occurs. The same excess use charge multipliers shall apply to the Wholesale Customers and all Retail Customers. The excess use charge multipliers apply only to the charges for water delivered at the rate in effect at the time the excess use occurred.

**4.2 Monitoring Suburban Water Use.** During periods of voluntary rationing, water usage greater than a customer's allocation (as determined in Section 2) will be indicated on each SFPUC monthly water bill. During periods of mandatory rationing, monthly and cumulative water usage greater than a Wholesale Customer's shortage allocation and the associated excess use charges will be indicated on each SFPUC monthly water bill.

**4.3. Suburban Excess Use Charge Payments.** An annual reconciliation will be made of monthly excess use charges according to the calendar in Section 6. Annual excess use charges will be calculated by comparing total annual purchases for each Wholesale Customer with its

annual shortage allocation (as adjusted for transfers of shortage allocations and banked water, if any). Excess use charge payments by those Wholesale Customers with net excess use will be paid according to the calendar in Section 6. The SFPUC may dedicate excess use charges paid by Wholesale Customers toward the purchase of water from the State Drought Water Bank or other willing sellers in order to provide additional water to the Wholesale Customers. Excess use charges paid by the Wholesale Customers constitute Wholesale Customer revenue and shall be included within the SFPUC's annual Wholesale Revenue Requirement calculation.

## **SECTION 5. GENERAL PROVISIONS GOVERNING WATER SHORTAGE ALLOCATION PLAN**

**5.1. Construction of Terms.** This Plan is for the sole benefit of the parties and shall not be construed as granting rights to any person other than the parties or imposing obligations on a party to any person other than another party.

**5.2. Governing Law.** This Plan is made under and shall be governed by the laws of the State of California.

**5.3. Effect on Agreement.** This Plan describes the method for allocating water between the SFPUC and the collective Wholesale Customers during system-wide water shortages of 20 percent or less. This Plan also provides for the SFPUC to allocate water among the Wholesale Customers in accordance with directions provided by the Wholesale Customers through BAWSCA under Section 2.2, and to implement a program by which such allocations may be voluntarily transferred among the Wholesale Customers. The provisions of this Plan are intended to implement Section 3.11(C) of the Agreement and do not affect, change or modify any other section, term or condition of the Agreement.

**5.4. Inapplicability of Plan to Allocation of SFPUC System Water During Non-Shortage Periods.** The SFPUC's agreement in this Plan to a respective share of SFPUC system water during years of shortage shall not be construed to provide a basis for the allocation of water between the SFPUC and the Wholesale Customers when no water shortage emergency exists.

**5.5. Termination.** This Plan shall expire at the end of the Term of the Agreement.. The SFPUC and the Wholesale Customers can mutually agree to revise or terminate this Plan prior to that date due to changes in the water delivery capability of the SFPUC system, the acquisition of new water supplies, and other factors affecting the availability of water from the SFPUC system during times of shortage.

## **SECTION 6. ALLOCATION CALENDAR**

**6.1. Annual Schedule.** The annual schedule for the shortage allocation process is shown below. This schedule may be changed by the SFPUC to facilitate implementation.

### **6.1.1**

<b>In All Years</b>	<b>Target Dates</b>
1. SFPUC delivers list of annual purchases by each Wholesale Customer during the immediately preceding Supply Year	November 1
2. SFPUC meets with the Wholesale Customers and presents water supply forecast for the following Supply Year	February
3. SFPUC issues initial estimate of available water supply	February 1
4. SFPUC announces potential first year of drought (if applicable)	February 1
5. SFPUC and Wholesale Customers meet upon request to exchange information concerning water availability and projected system-wide purchases	February 1-May 31
6. SFPUC issues revised estimate of available water supply, and confirms continued potential shortage conditions, if applicable	March 1
7. SFPUC issues final estimate of available water supply	April 15 <sup>th</sup> or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.
8. SFPUC determines amount of water available to Wholesale Customers collectively	April 15 <sup>th</sup> or sooner if adequate snow course measurement data is available to form a robust estimate on available water supply for the coming year.

<b>In Drought Years</b>	<b>Target Dates</b>
9. SFPUC formally declares the existence of water shortage emergency (or end of water shortage emergency, if applicable) under Water Code Sections 350 et. seq.	April 15-30
10. SFPUC declares the need for a voluntary or mandatory response	April 15-30
11. BAWSCA submits calculation to SFPUC of individual Wholesale Customers' percentage shares of water allocated to Wholesale Customers collectively	April 15- 30
12. SFPUC determines individual shortage allocations, based on BAWSCA's submittal of individual agency percentage shares to SFPUC, and monthly water budgets (Default Schedule)	April 25—May 10
13. Wholesale Customers submit alternative monthly water budgets (optional)	May 8-May 24
14. Final drought shortage allocations are issued for the Supply Year beginning July 1 through June 30	June 1
15. Monthly water budgets become effective	July 1
16. Excess use charges indicated on monthly Suburban bills	August 1 (of the beginning year) through June 30 (of the succeeding year)
17. Excess use charges paid by Wholesale Customers for prior year	August of the succeeding year

# ATTACHMENT I

*[NOT USED]*

# ATTACHMENT J

## ATTACHMENT J

### DEFINITIONS AND FORMULAS FOR CALCULATING PROPORTIONAL ANNUAL WATER USE

#### TABLE OF CONTENTS

This Attachment contains four sections, three figures, and five tables.

Section A:	Water Meters
Section B:	Calculation of Proportional Annual Water Use
Section C:	Data Requirements and Schedule
Section D:	County Line and In-City Terminal Reservoir Meter Calibration and Maintenance
Figure 1:	Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs
Figure 2:	Generalized Schematic of Lake Merced Pump Station
Figure 3:	Locations of System Input and In-Line Meters
Table 1:	Base Usage and Allocation Rates
Table 2:	Locations of SFPUC County-line Meters and In-City Terminal Reservoirs
Table 3:	Locations of SFPUC System Input and In-line Meters
Table 4:	County-line Meters, In-City Terminal Reservoirs and Associated Metering Equipment
Table 5:	Meter Calibration and Maintenance Frequency

Table 1 presents the format for the water usage and allocation rate calculations for reference and to illustrate the definitions and formulas described in Sections A through C. Tables 2 and 3 list the meters whose locations are shown on Figures 1 and 3, respectively. Table

4 identifies the type of meter and associated metering equipment for the County-line Meters and Terminal Reservoirs. Table 5 identifies the meter calibration and maintenance frequency for the meters and equipment listed in Table 4.

## SECTION A. WATER METERS

### 1. General

The Agreement provides that certain operating and maintenance expenses and the capital cost of certain categories of utility plant in service are to be allocated between San Francisco and the Wholesale Customers on the basis of proportionate annual usage of the Regional Water System. The purpose of this Attachment is to describe the meters and illustrate the method by which proportionate annual usage will be calculated.

### 2. Units of Measurement, Rounding, Conversion

The SFPUC will compile the usage data required to complete Table 1 annually. The units of measurement and conventions for converting and rounding will be as follows.

The data in the Table 1 will be presented, and the calculations contemplated by this Attachment shown, in units of millions of gallons per day (mgd), rounded to the nearest tenth of an mgd. Percentages (e.g., the City and Wholesale usage rates) shall be carried to two digits to the right of the decimal point and reduction factors shall be carried to four digits to the right of the decimal point. Data compiled by the SFPUC in units of hundreds of cubic feet per year (ccf) shall be converted to mgd by multiplying hundreds of cubic feet per year by 0.0000020493 (or  $2.0493 \times 10^{-6}$ ) for non-leap years and 0.0000020437 (or  $2.0437 \times 10^{-6}$ ) for leap years.

In rounding, if the rightmost digit dropped is 0 through 4, the preceding digit shall be left unchanged; if the rightmost digit dropped is 5 through 9, the preceding digit shall be increased by 1.

### 3. Location of Meters/Gauges

The SFPUC presently maintains meters and gauges that have been used to determine the proportionate usage of the Regional Water System, in accordance with the methods and calculations described in Exhibit J to the 1984 contract between San Francisco and the Wholesale Customers. These meters consist of “County-Line Meters,” “In-City Terminal Reservoir Meters” and “System Input and In-line Meters” as described in the following subsections. As new capital improvement projects are designed and constructed by the SFPUC, it may be necessary for new meters to be installed to ensure continued accurate determinations of the proportionate usage of the Regional Water System. “Planned meters” are included in the following subsections where planned capital improvement projects are likely to require the installation of additional meters.

#### a. County-line Meters

The SFPUC presently maintains meters at or near the San Mateo-San Francisco County line to measure flow through all transmission pipelines entering the City (“County-line Meters”). The existing and planned County-line Meters are listed in Table 2 and shown on Figures 1 and 2. Additional details pertaining to the County-line meters located at the Lake Merced Pump Station, and specifically to water deliveries from the pump station to Sunset Reservoir, Sutro Reservoir, and Lake Merced are provided below.

##### (1) County-Line deliveries to Sunset and Sutro Reservoirs

Water delivered to the City through the Sunset Supply Pipeline may be pumped from the Lake Merced Pump Station to either Sunset Reservoir or Sutro Reservoir located within the City. When water is pumped from the Lake Merced Pump Station to both Sunset and Sutro reservoirs simultaneously, the recording instrumentation on the Sunset and Sutro venturi meters are designed to record flows through both meters.

When water is pumped to Sutro Reservoir only (typically utilizing Pump No. 4 at the

Lake Merced Pump Station), the source water is from the Sunset Reservoir (not the County-line), and the direction of flow through the Sunset venturi meter is reversed. Under this pumping scenario, the recording instrumentation on the Sunset and Sutro venturi meters are designed to not record flow on their respective recorders such that the in-City transfer of water between Sunset and Sutro Reservoirs is not included as a County-line delivery to the City. Figure 2 provides a generalized schematic of the Lake Merced Pump Station and the typical direction of flow from the County-line, through the pump station.

(2) County-line deliveries to Lake Merced

In order to raise and maintain water levels in Lake Merced, the SFPUC occasionally delivers water directly from the Regional Water System to Lake Merced. Deliveries from the Regional Water System to Lake Merced are accomplished at the Lake Merced Pump Station. The procedure involves operating valves on the suction side of Sunset Pump No. 2 such that water may flow by gravity in the Sunset Supply Pipeline, from San Mateo County, across the County-line and into San Francisco, through Lake Merced Pump Station and into the Lake Merced wet well. A 16-inch pipeline connection on the suction side of Sunset Pump No. 2 allows for deliveries of water to the wet well (see Figure 2). Water deliveries from the Regional Water System to Lake Merced are considered County-line deliveries and an in-City usage in the calculation of water allocation rates.

b. In-City Terminal Reservoirs

Water usage by the City includes water deliveries from the SFPUC's "terminal reservoirs." The terminal reservoirs are: 1) Sunset Reservoir, 2) University Mound Reservoir, and 3) Merced Manor Reservoir. The terminal reservoirs are shown on Figure 1.

c. System Input and In-Line Meters

The SFPUC presently measures water flow into and through the Regional System utilizing "System Input and In-Line Meters." The existing and planned System Input and In-Line Meters are listed in Table 3 and shown on Figure 3.

d. Wholesale Customer Meters and City Retail Customer Meters Located Outside the Boundaries of the City

The SFPUC presently measures water deliveries from the Regional Water System to its Wholesale Customers at various locations where the water delivery systems of the individual Wholesale Customers tie into the Regional Water System. The meters at these locations are referred to as the Wholesale Customers' "master meters." The SFPUC also measures water deliveries from the Regional Water System to other customers located outside of the boundaries of the City that are not Wholesale Customers. Water deliveries to the Wholesale Customers and Retail Customers outside the City's boundaries that receive water from the Regional Water System are accounted for by the SFPUC's Customer Service Division as described in Section B.

4. Replacement and Relocation of Meters, Gauges, and Recording Devices.

The SFPUC presently equips all of its large venturi meters with differential pressure transmitters. The smaller meters utilize other methods and equipment to register and record flows. The SFPUC will maintain the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) unless and until such meters, gauges, and recording devices are replaced.

The SFPUC may replace the meters, gauges, and recording devices described above in subsections (a), (b), (c), and (d) or install new meters, gauges, and recording devices at new locations, provided that such changes do not diminish the accuracy of the water flow measurements or impair the ability of the SFPUC to separate direct City water use from water use by the wholesale customers. Maintenance and calibration procedures for new or replaced equipment may change. Modified maintenance and calibration procedures for new or replaced equipment will conform to industry standards set forth in AWWA Manual M33, the applicable

standards in the International Society of Automation, and will implement the manufacturer's instructions for maintenance and calibration. The SFPUC will provide BAWSCA with advance written notice of any such changes, together with a brief explanation of the reasons therefor and a description of the type and location of the replacement. Such notice shall automatically amend the list of meters, gauges, and recording devices set forth above in subsections (a), (b), (c), and (d).

5. Recording of Water Flow Data

a. Flow Data

The City shall record and maintain data measuring base water flow throughout the SFPUC Regional Water System as necessary to determine proportional annual water usage.

b. Reservoir Data

The SFPUC shall record and maintain data measuring the levels of the terminal reservoirs described above in subsection A.3.b and shown on Figure 1 on an hourly basis. Flow values derived from reservoir level readings for all reservoirs in the SFPUC wholesale system shall be calculated using the tables contained in the SFPUC publication "Reservoir Data" (aka "The Weir Book"), which set forth the relationship between reservoir levels and water volumes, as such tables may be amended from time to time to reflect changes in the volumes of the various reservoirs. The tables to be used initially shall be those from the current edition of The Weir Book.

SECTION B. CALCULATION OF PROPORTIONAL ANNUAL  
USAGE

"Base rates" means the percentages of annual SFPUC deliveries attributed to the Wholesale Customers and to City Retail Customers.

The percentage of annual SFPUC metered deliveries attributed to the Wholesale Customers (i.e., the wholesale base rate) shall be calculated for each fiscal year as described below and illustrated in Table 1. The item numbers listed below correspond to the item numbers listed in Table 1.

- (1) "Gross San Francisco County line base deliveries" shall equal the total amount of water flowing into the City's distribution system through transmission pipelines entering the City, as measured by the County-Line Meters described in Section A.3.a. and shown on Figures 1 and 2.
- (2) "Daly City base deliveries" shall equal the water flowing to Daly City through meter accounts provided downstream of the County-Line meters or through SFPUC's City Distribution Division. At present these accounts are:
  - (a) CSPL1/Macdonald Avenue Service (Account number 010084-01-0)
  - (b) Guttenberg Street Service (Account number 010013-01-3)
  - (c) Carter Street Service (Account numbers 284070-01-8 and 284071-01-6)

These accounts represent a portion of the total deliveries to Daly City. The quantities of water delivered to these four Daly City accounts are reported monthly in Form MGT441 by the SFPUC's Customer Service Division. These connections to meters are presently located within the City, and thus record water which has already been recorded by the SFPUC's master meters at the County line. So long as this condition continues, Daly City base deliveries shall be subtracted from "Gross San Francisco County line base deliveries."

- (3) "Net San Francisco base deliveries" shall equal the result of subtracting "Daly City base deliveries" from "Gross San Francisco County line base deliveries."

- (4) “Other suburban raw water base deliveries” shall equal the sum of all deliveries of raw (untreated) water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. “Other suburban raw water base deliveries” include deliveries of raw water in Alameda and San Mateo Counties to SFPUC Retail Customers, City departments and commissions, and other users affiliated with San Francisco.
- (5) “Other suburban treated water base deliveries” shall equal the sum of all deliveries of treated water to customers of the SFPUC located outside the City other than deliveries to the Wholesale Customers. Other suburban treated water base deliveries include deliveries of treated water to the SFPUC’s Retail Customers in San Mateo, Santa Clara and Alameda Counties (such as NASA Ames Research Center and LLNL), to City departments and commissions and other users affiliated with San Francisco (such as the San Francisco International Airport, the San Francisco County Jail, and tenants of land owned by the City Recreation and Park Department).
- (6) “Other suburban base deliveries” shall equal the sum of “Other suburban raw water deliveries” and “Other suburban treated water deliveries.” The combined amount of raw and treated water delivered to suburban entities other than the Wholesale Customers is reported monthly in Form MGT440 by the SFPUC’s Customer Service Division.
- (7) “Total City base usage” shall equal “Net San Francisco base deliveries” plus “Other suburban base deliveries.”
- (8) “Total wholesale base usage” shall equal the sum of all metered deliveries to the Wholesale Customers measured at their SFPUC master meters (including all deliveries to Daly City which are comprised of deliveries through meters located outside San Francisco and meters located inside San Francisco, deliveries through the latter of which are designated above in paragraph B.1.2 as “Daly City base

deliveries”). The quantity of water delivered to the individual Wholesale Customers, and the combined amount of water delivered to all Wholesale Customers is reported monthly in Form MGT440 by the SFPUC’s Customer Service Division.

- (9) “Total system base usage” shall equal “City base usage” plus “Wholesale base usage.”
- (10) “Wholesale base rate” shall equal the percentage obtained by dividing “Wholesale base usage” by “Total system base usage.”
- (11) “City base rate” shall equal the percentage obtained by subtracting “Wholesale base rate” from 100 percent.
- (12) “Base system input” shall equal all amounts of water supplied to the SFPUC Regional Water System, which presently comes from the following sources:
  - (a) Hetch Hetchy water as measured at the venturi meters on the 58-inch, 61-inch, and 78.5-inch San Joaquin Pipeline Nos. 1, 2, and 3 near Oakdale.
  - (b) Water supplied by HHWPD to LLNL as measured at the customer meter. Water delivered from the system to LLNL shall be deemed negative in sign for the purpose of determining “Base system input.”
  - (c) Hetch Hetchy water pumped from the Alameda siphons to San Antonio Reservoir as measured at the venturi meter on the 60-inch San Antonio pipeline. Water delivered from the system to San Antonio Reservoir shall be deemed negative in sign for the purpose of determining “Base system input.”

- (d) Sunol Valley Water Treatment Plant as measured at the meter on the 78-inch effluent pipeline.
- (e) Harry Tracy Water Treatment Plant as measured at the venturi meters on the 60-inch and 78-inch effluent pipelines.
- (f) Raw water deliveries to all SFPUC Retail Customers outside the City boundaries as measured at the customer meter. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to the system are represented by the following account numbers contained in Form MGT440 prepared by the SFPUC's Customer Service Division:

266081-01-7 (Calaveras Nursery)  
266081-02-5 (Calaveras Nursery)  
264355-01-7 (Caltrans)  
266084-02-9 (Color Spot Nursery)  
272701-02-0 (Color Spot Nursery)  
266069-02-0 (Crystal Springs Golf Course)  
266078-02-1 (Dell Franklin)  
266078-01-3 (Dells Nursery)  
266084-01-1 (Hi-C Nursery)  
272701-01-2 (Hi-C Nursery)  
284112-01-8 (Hansen Aggregates)  
266084-03-7 (Jeff Anhorn Nursery)  
272701-03-8 (Jeff Anhorn Nursery)  
266079-02-9 (Mission Valley Rock)  
281043-01-8 (Mission Valley Rock)  
267618-02-3 (Nagata Farms)  
267618-01-5 (Nagata Farms)  
266090-01-8 (Naka Nursery)

266091-01-6 (Naka Nursery)  
266090-02-6 (Naka Nursery)  
266091-02-4 (Naka Nursery)  
264315-02-9 (Pacific Nurseries)  
266076-01-7 (Sunol Christmas Tree Farm)  
266076-02-5 (Sunol Tree Farm)  
276095-01-5 (Sunol Valley Golf & Recreation)  
266077-02-3 (Ura Farm)  
264352-01-4 (Ura, John)  
266075-01-9 (Valley Crest)  
268276-01-1 (Valley Crest Nursery)  
266093-01-2 (Valley Crest Tree Company)  
268426-02-0 (Valley Crest Tree Company)  
266075-02-7 (Valley Crest Tree Company)  
266093-02-0 (Valley Crest Tree Company)  
268276-02-9 (Valley Crest Tree Company)  
266082-01-5 (Western Star Nursery)  
266089-01-0 (Western Star Nursery)  
267254-02-7 (Western Star Nursery)  
266082-02-3 (Western Star)  
266089-02-8 (Western Star)  
267254-03-5 (Western Star)

- (g) Raw water deliveries from Pilarcitos Reservoir and Crystal Springs Reservoir to Coastside County Water District as measured at the customer meters. These deliveries are considered positive for the purposes of Table 1. Currently, raw water deliveries to Coastside County Water District from both reservoirs are represented under account number 010027-01-9 contained in Form MGT441 prepared by the SFPUC's Customer Service Division:

- (h) Crystal Springs Balancing Reservoir. The flow into or out of the Crystal Springs Balancing Reservoir shall be calculated based on the changes in the amounts of water stored in the reservoir. The amounts of water stored shall be determined by the use of water level sensors, and the application of water level readings to a water level-storage capacity table. Decreases in storage, which indicate a flow from the Balancing Reservoir into the system, shall be deemed positive in sign. Increases in storage, which indicate a flow into the Balancing Reservoir from the system, shall be deemed negative in sign. Over the period of a year, the total flows into and out of Crystal Springs Balancing Reservoir are nearly equivalent. As such, total system input from Crystal Springs Reservoir shall be deemed zero for calculating current base rates.
- (i) Deliveries to Crystal Springs Reservoir as measured by the overflow weir at the Pulgas Pump Station. Deliveries from the system to Crystal Springs Reservoir (“spills”) shall be deemed negative in sign for the purpose of determining “Base system input.”
- (j) Terminal Reservoirs. The “terminal reservoirs” consist of Sunset Reservoir, University Mound Reservoir, and Merced Manor Reservoir, each located within the City of San Francisco. The flow into or out of the terminal reservoirs shall be calculated based on the changes in the amounts of water stored in them. The amounts of water stored shall be determined by the use of water level sensors, and the application of water levels to water level-storage capacity tables. Over the period of a year, the total flows into and out of terminal reservoirs are nearly equivalent. As such, total system input from the terminal reservoirs shall be deemed zero for calculating base rates.
- (k) Other Sources. Other sources of flow into, or from, the Regional Water System, shall be accounted for as “other sources.” Examples of other

sources of system input would include intertie water deliveries between the Regional System and the Santa Clara Valley Water District, and between the Regional System and the East Bay Municipal Utilities District, and deliveries of raw water from Crystal Springs Reservoir in the event of an emergency. Flows from the system shall be deemed negative in sign for the purpose of determining "Base system input."

- (13) "Total base system input" shall equal the sum of the system inputs from the sources described in paragraph B.1.12.
- (14) "Joint system loss reduction factor" shall equal "Total system base usage" divided by "Total base system input." "Joint system loss reduction factor" shall not exceed 1.0.
- (15) "Daly City reduction factor" shall equal "Net San Francisco base deliveries" divided by "Gross San Francisco County line base deliveries." "Daly City reduction factor" shall not exceed 1.0.
- (16) "Total suburban base deliveries" shall equal "Other suburban base deliveries" plus "Total wholesale base usage."
- (17) "Suburban reduction factor" shall equal "Wholesale base usage" divided by "Total suburban base deliveries." "Suburban reduction factor" shall not exceed 1.0.
- (18) "HHWPD Deliveries above Oakdale" shall equal the total amount of water delivered by the HHWPD to users located above the system input meters in Oakdale. Water users located above the system input meters in Oakdale are currently represented by Groveland Community Services District and the HHWPD facility at Moccasin.

- (19) “HH Reduction Factor” is calculated for the purpose of determining the Wholesale Customers’ share of the Hetch Hetchy Assessment. The factor shall equal a fraction, the numerator of which is the total system input measured at the Oakdale meters (Table 1, line 12.a) and the denominator of which is the sum of the total system input measured at the Oakdale meters (Table 1, line 12.a) plus the total “HHWPD deliveries above Oakdale” (Table 1, line 18).

## SECTION C.

### DATA REQUIREMENTS AND SCHEDULE

#### 1. Collection and Dissemination of Data

The SFPUC presently compiles daily flow data for the County-line meters, System Input and In-Line Meters, and daily reservoir water level data, and provides copies of that data to the Wholesale Customers (through BAWSCA) on a monthly basis. The SFPUC also provides copies of wholesale “Suburban Resale” and City Retail water usage data to BAWSCA on a monthly basis. Additionally, the SFPUC provides BAWSCA access to flow data for the meters as reported and recorded by the SFPUC’s SCADA system.

The SFPUC shall continue to provide the flow and water usage data described above to BAWSCA on a monthly basis, and shall continue to allow BAWSCA access to the SCADA system data, so that a coordinated effort between the SFPUC and BAWSCA will allow for updating Table 1 of this Attachment annually on a timely basis.

It shall continue to be the SFPUC’s responsibility to compile the data necessary to update Table 1 of this Attachment annually and the City shall deliver to BAWSCA, for review and approval, copies of the updated Table 1 by September 15 for the fiscal year ending the preceding June 30, as shown by the schedule contained in Section C.3.

Upon reasonable notice to the General Manager of the SFPUC, BAWSCA shall be given access to all water flow and usage records compiled by the SFPUC, including raw data, at reasonable times during business hours and shall have the right to copy such records and data at its expense.

2. Lack of Data

The parties recognize that, because of human error, mechanical failure, or other unplanned events, portions of the data required for the calculation of the usage rates and ratios described in Sections B and C of this Attachment occasionally may be unavailable or incorrect. In the event that such data are unavailable or inaccurate, the SFPUC shall make a reasonable estimate of the unavailable or incorrect data or use the most accurate alternative data that are available, and substitute the estimate therefor.

If the SFPUC uses an estimate of the unavailable or inaccurate data or alternative data, it shall provide BAWSCA with the following:

(1) a description of the unavailable or inaccurate data and the estimation or substitution of data used therefor;

(2) an explanation of the cause of the missing or inaccurate data and the reasons underlying the SFPUC's estimation or substitution of alternate data; and

(3) a statement of how the error or malfunction that caused the unavailability or inaccuracy of the data will be avoided in the future.

The SFPUC shall provide this information to BAWSCA upon calculation by the SFPUC of the usage rates and ratios described in this Attachment for the fiscal year in question.

3. Schedule for Completing the Annual Calculations of Water Usage Rates

The parties recognize the importance of updating Table 1 of this Attachment annually in a timely manner, and that historically, doing so has required a coordinated effort between the SFPUC and BAWSCA. To assure timely completion of the annual calculations of water usage rates and ratios, the parties agree to adhere to the following schedule.

(1) By August 15: The SFPUC shall forward to BAWSCA all data for the fiscal year ending the preceding June 30, necessary to make a determination of the base water usage and base allocation rates for the Wholesale Customers and the City.

(2) By September 15. The City shall deliver to BAWSCA, for review and approval, draft copies of the updated Table 1 for the fiscal year ending the preceding June 30.

(3) Between September 15 and October 15. The SFPUC and BAWSCA shall reconcile any discrepancies or inaccuracies in the draft calculations of water usage rates and shall reach agreement on a final updated Table 1 for the fiscal year ending the preceding June 30.

(4) By November 1. The SFPUC shall deliver to BAWSCA a finalized updated Table 1, signed by the SFPUC General Manager, or appropriate designee, representing the water usage rates agreed upon by the SFPUC and BAWSCA, for the fiscal year ended June 30.

(5) By November 15. BAWSCA shall return the finalized Table 1 to the SFPUC, counter-signed by the BAWSCA General Manager/CEO. If the SFPUC does not receive the countersigned Table 1 from BAWSCA by November 15, it may use the water use data as contained in the Table 1 delivered pursuant to paragraph (4) above, subject to arbitration as provided in section 8.01 of the Agreement.

## SECTION D. COUNTY LINE AND IN-CITY TERMINAL RESERVOIR METER CALIBRATION AND MAINTENANCE

### 1. General

This section refers only to the County-Line and In-City Terminal Reservoir Meters. The term “meter(s)” includes the primary meter itself (most of the primary meters in the SFPUC’s water system are Venturi-type flow meters) as well as any and all of the associated equipment used to measure, record, and transmit flow and water level data. The metering equipment associated with the primary metering device (also referred to as the secondary metering equipment) includes differential pressure transmitters, recorders, telecommunications equipment and the portion of the SFPUC’s Supervisory Control and Data Acquisition (SCADA) System that is used to transmit flow and water level measurements from the water meter to the computer terminal that records the measured data.

The County-Line and In-City Terminal Reservoir meters, their general locations, and their associated metering equipment are listed in Table 4.

### 2. Frequency and Type of Work to be Performed

The meters, water level sensors, and associated metering equipment are to be inspected, tested, calibrated, and maintained according to the applicable meter calibration and maintenance frequency specified in Table 5.

### 3. Components of the Calibration and Maintenance Work

The SFPUC will contract with an independent metering consultant to perform periodic inspections, testing, servicing and calibrations of the meters and metering equipment for the County-line meters and In-City Terminal Reservoirs. The metering consultant's calibration and maintenance work will include the following components:

- Annual Pitot Tube Tests: Pitot tube flow tests shall be performed once a year on all Venturi-type flow meters. See Sections 4.b and 4.c for further detail.
- Quarterly Secondary Meter Equipment Testing and Calibration: The secondary metering equipment shall be tested for accuracy and calibrated quarterly at five input levels (0%, 25%, 50%, 75% and 100% of the full range of flow). See Section 4.a for further detail.
- Cleaning: Clean and remove dust, oils, dirt, etc. from all instruments.
- Flushing: Flush and clean Venturi tube differential pressure (D/P) sensing lines.
- Inspecting: Inspections for mechanical fatigue, leaky pipes and fittings, worn parts, and improper operation of electrical/electronic equipment.
- Lubrication: Mechanical parts shall be lubricated as needed.

#### 4. Calibration Procedures

The metering consultant shall continue to calibrate and maintain the County-line meters and metering equipment listed in Table 4 in accordance with the frequency of work specified in Table 5. The work includes documenting meter readings and accuracy before and after calibration. Specific tasks to be completed by the metering consultant are as follows:

- a) Quarterly testing and calibration. The secondary metering equipment shall be tested and calibrated quarterly using NIST Traceable test equipment, and a "dead weight tester."

The system loop error for the secondary metering equipment is determined by connecting its output to the differential pressure transmitter and adjusting the dead weight tester to 5 places over the full range of flow: 0%, 25%, 50%, 75% and 100%, while all instruments in the loop are connected. For water level transmitters, provide simulated test head equal to full range of the transmitter being calibrated, comparing the simulated test head to its 4-20 milliamp output signal to determine transmitter error and calibration requirements. The system loop error for the secondary metering equipment may not exceed +/-2%. The individual components of the secondary metering equipment shall also be tested at the same 5 input levels and calibrated as necessary to ensure the error of the system and individual components does not exceed +/- 2%.

- b) Annual Pitot Tube Testing and Calibration. Annual Pitot tube testing shall be conducted for a comparison of flow totalized by the Pitot tube test equipment and the totalizer used by the SFPUC for water measurement and billing purposes. Annual Pitot tube flow testing shall be performed on all flow meters for assessment of Venturi error using the Annubar continuous flow method at 22% of the pipe radius. Pitot tube flow testing must be conducted continuously for a minimum of 30 minutes per test.

The Pitot tube flow tests are first performed before any of the secondary metering instruments are calibrated to determine the total system error (system consisting of the primary metering device and secondary metering equipment). Once the total system loop error has been established, perform secondary loop instrument testing and calibration as per the quarterly testing and calibration procedures described in 4.a above. If the total system error exceeds +/- 2% after calibration of the secondary metering equipment, minor adjustments to the differential pressure transmitter shall be made to correct (calibrate) the error in the Venturi meter. Repeat Pitot tube testing must be performed after the individual instrument calibration and differential pressure transmitter adjustments have been performed to establish that total system loop error is within +/- 2%.

- c) Pitot tube testing shall be conducted at a flow rate representing the typical flow for the meter (and, if operationally possible, at three different flows ranging from a minimum to near maximum capacity flow).
- d) The metering consultant shall perform the meter testing and calibration procedures utilizing the meter characteristic curves (for example, the pressure drop vs. flow for a Venturi meter) that have been obtained during previous meter calibration and maintenance work.
- e) During each quarterly site visit, the metering consultant shall inspect, assess and document the condition of all metering equipment, including meter, gauges, indicators, recorders, transmitters and other instrumentation, used in the measurement and recording of flow rates and cumulative flow totals and shall document all operational problems with the calibration instruments and meters during the calibration process. Problems may include air entrainment, leakage, flow disturbance and unstable meter readings.
- f) Prior to each quarterly site visit, the metering consultant shall review prior calibration records and reports for each meter to determine if previously-identified errors or equipment deficiencies were corrected as previously recommended.
- g) Each quarter, the metering consultant shall submit a final report (See Section 6) containing all of the calibration results for each meter tested and calibrated during the quarter. The metering consultant's report shall include a narrative description of the work conducted on each meter and meter calibration reports for the individual metering equipment. The quarterly report shall also address deficiencies that were not previously corrected according to the recommendations made in the prior report.

## 5. Calibration Instruments

The instrument used for flow testing of the primary meter (Venturi) must meet the accuracy standards required by the American Water Works Association (AWWA), and be

capable of measuring actual flows with an error of less than +/- 2%. If a particular calibration instrument is not rated for accuracy by the AWWA, its accuracy will be determined by reference to its manufacturer's representations as to accuracy.

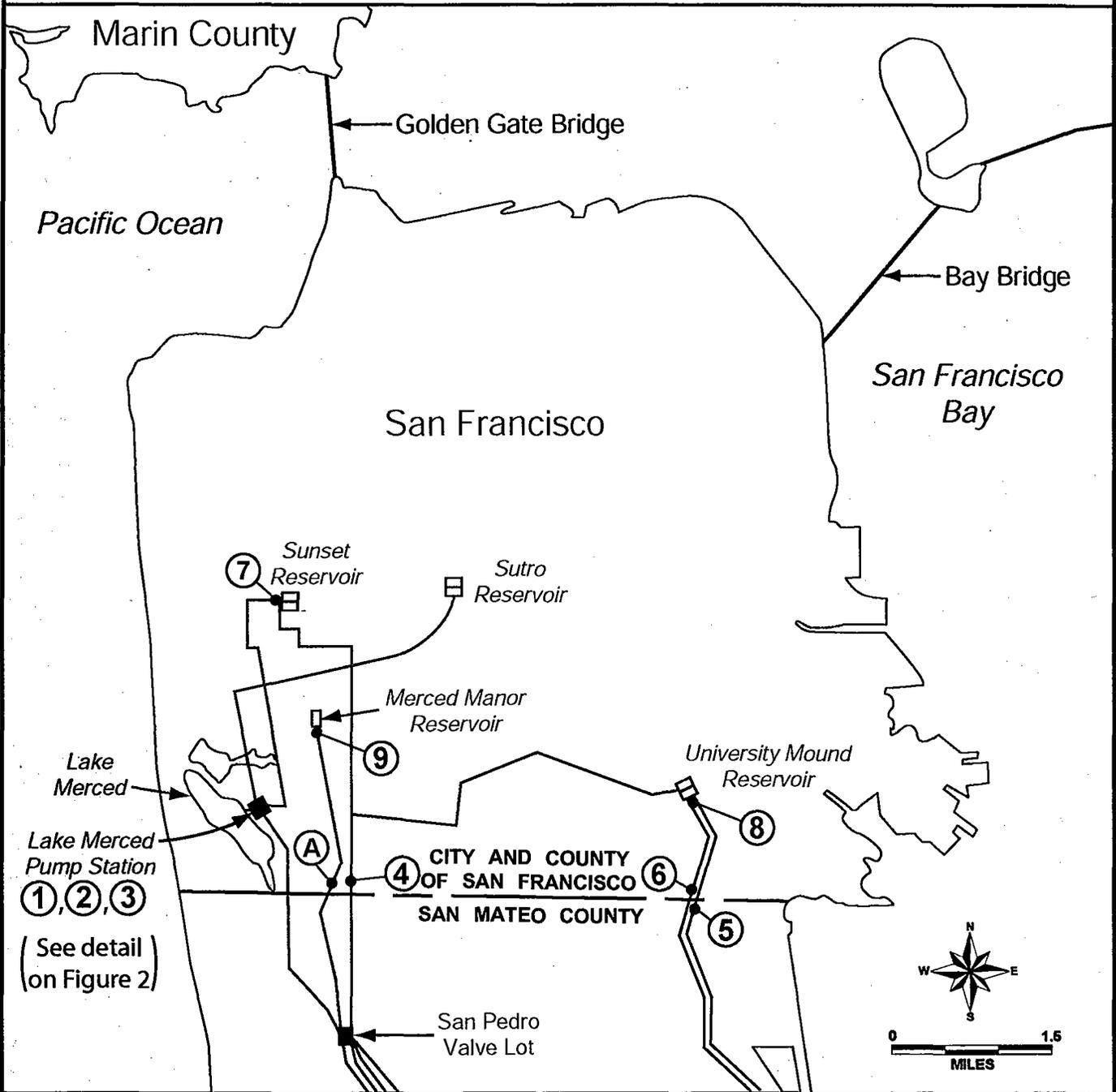
#### 6. Calibration Reports

Within fourteen (14) working days after the beginning of each quarter, the metering consultant shall submit a written progress report of the work performed during the previous quarter. Each quarterly report will describe the results of the meter calibrations and any other tasks performed. The report will also include comments regarding any observations of abnormal conditions and any recommendations regarding these meters and their related equipment.

The reports must include complete descriptions and status of meters and related equipment, dates and times of service, all calibration specifics, pipeline dimensions, range of flow rates and totalized volumes, before and after error analysis and accuracy levels achieved, testing equipment used, and the name(s) of the person(s) that performed the work.

When appropriate and necessary, the metering consultant shall provide recommendations for improving the accuracy and reliability of the equipment and/or the methods of data collection. If, in the opinion of the metering consultant, the condition of a meter or its associated metering equipment is found to be defective, damaged, or otherwise in need of immediate repair or replacement, the metering consultant shall: 1) promptly notify the appropriate SFPUC personnel of the problem and recommend a solution to the problem so that the SFPUC can determine how to address it and, 2) include the problem description in its quarterly report.

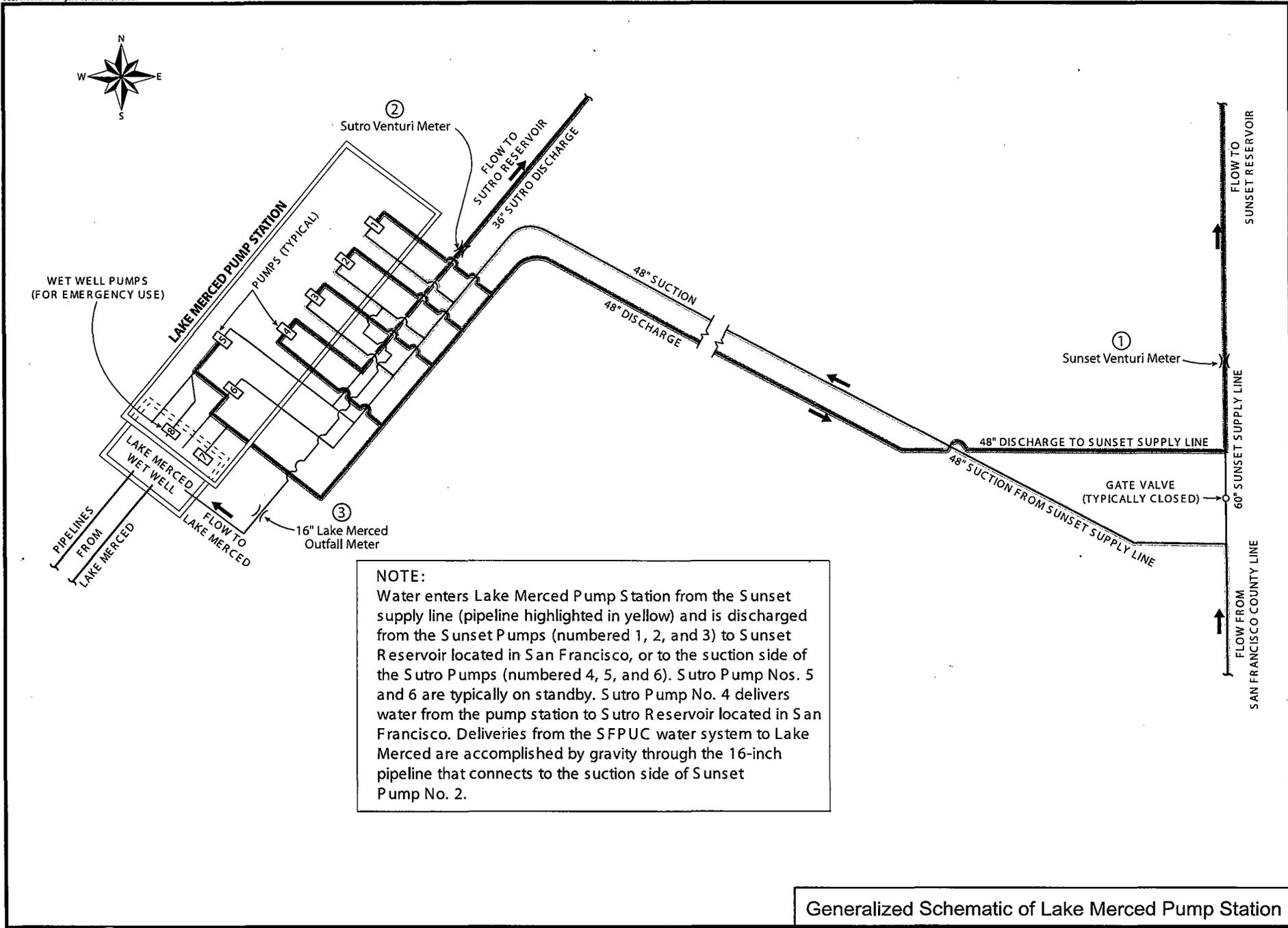
## Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs



METER	PIPELINE	LOCATION
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined

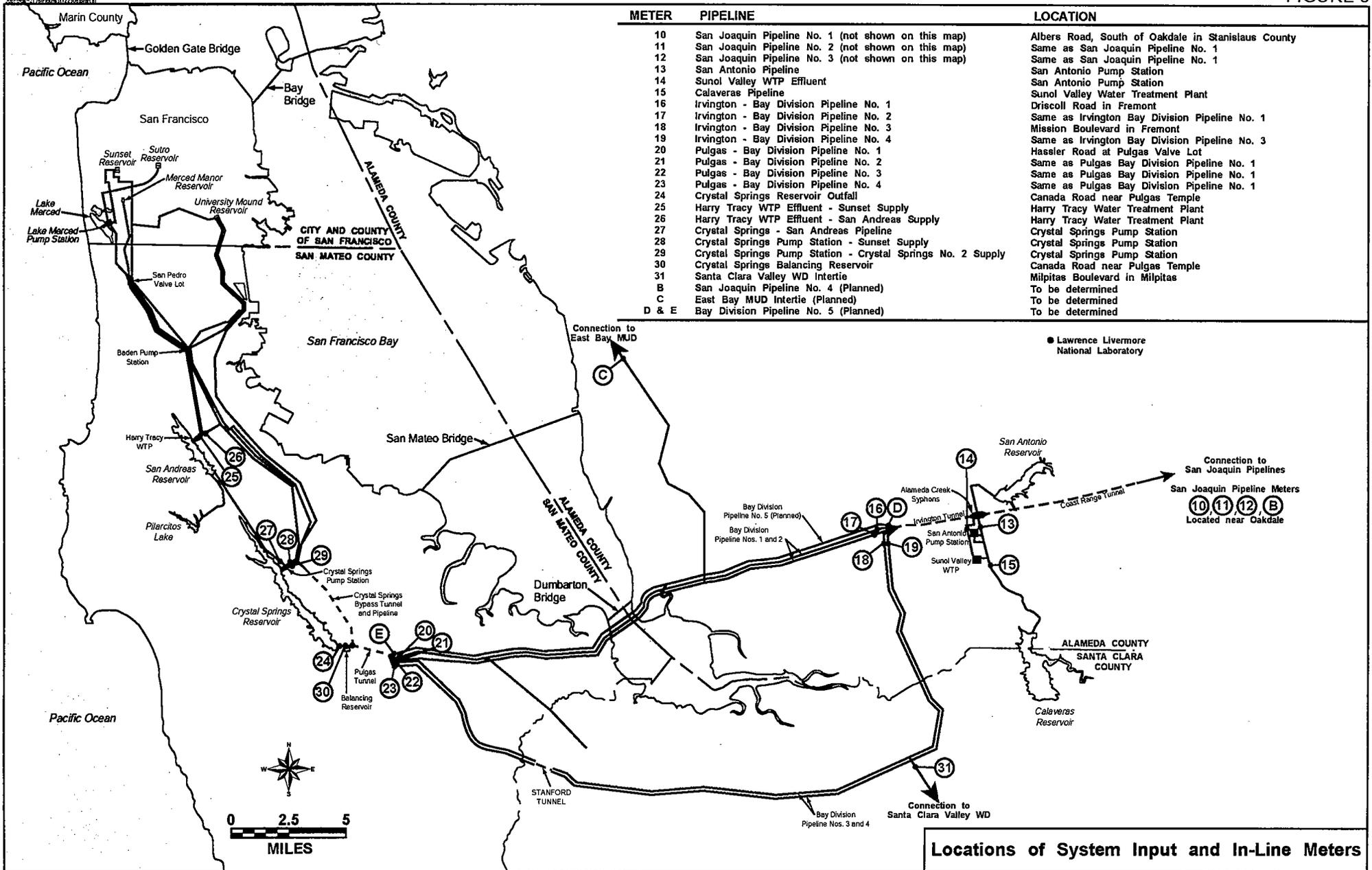
  

METER	RESERVOIR	LOCATION
7	Sunset Reservoir	26th Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23rd Avenue and Ocean



Generalized Schematic of Lake Merced Pump Station

FIGURE 3



**Table 1**  
**Base Usage (mgd) and Allocation Rates**

(1) Usage	(2) Definition	(3) 2004-05	(4) 2005-06	(5) 2006-07	(6) 2007-08	(7) 2008-09	(8) 2009-10
1. Gross S.F. Co. line	B.1	79.5	78.3	75.7			
2. Daly City portion	B.2	0.2	0.2	0.2			
3. Net S.F.	(1-2)	79.3	78.1	75.5			
4. Other suburban raw water	B.4	0.4	0.5	0.7			
5. Other suburban treated water	B.5	4.1	3.4	3.9			
6. Total other suburban	(4+5)	4.5	3.9	4.6			
7. Total City usage	(3+6)	83.8	82.0	80.1			
8. Total wholesale usage	B.8	167.4	164.4	175.8			
9. Total system usage	(7+8)	251.2	246.4	255.9			
10. Wholesale alloc. rate	(8/9)	66.63%	66.72%	68.70%			
11. City alloc. rate	(100%-10)	33.37%	33.28%	31.30%			
12a. HHWPD input (Oakdale)	B.12	194.7	202.6	227.3			
12b. Deliveries to LLNL	B.12	-0.4	-0.9	-0.9			
12c. HH to San Ant. Res.	B.12	-3.8	-1.8	-11.6			
12d. Sunol Valley WTP	B.12	28.5	29.4	17.6			
12e. Harry Tracy WTP	B.12	45.2	40.4	41.2			
12f. Raw water deliveries	B.12	0.4	0.4	0.7			
12g. Deliveries to Coastside Co. WD	B.12	1.8	1.6	2.1			
12h. Crys. Sprs. Bal. Res.	B.12	0.0	0.0	0.0			
12i. Spill to CS Res.	B.12	-19.9	-42.6	-37.1			
12j. Terminal Reservoirs	B.12	0.0	0.0	0.0			
12k. Other sources	B.12	0.0	1.9	3.8			
13. Total system input	B.13	246.5	231.0	243.1			
14. Jt. sys. loss red. fact.	(9/13)	1.0000	1.0000	1.0000			
15. Daly City red. factor	(3/1)	0.9975	0.9974	0.9974			
16. Total suburban	(6+8)	171.9	168.3	180.4			
17. Suburban red. factor	(8/16)	0.9736	0.9768	0.9745			
18. HHWPD Deliveries above Oakdale	B.18						
19. HH Reduction Factor	B.19	99.56%					

**Table 2**  
**Locations of SFPUC County-Line Meters and In-City Terminal Reservoirs**

**County-Line Meters**

<b><u>Meter</u></b>	<b><u>Pipeline</u></b>	<b><u>Location</u></b>
1	Sunset	Lake Merced Pump Station
2	Sutro	Lake Merced Pump Station
3	Lake Merced Outfall	Lake Merced Pump Station
4	San Andreas No. 2	Junipero Serra (Hwy. 280) South of Belle Ave.
5	Crystal Springs No. 1	PG&E Martin Service Center Yard
6	Crystal Springs No. 2	Tamasco Ct. South of Sunnydale Ave.
A	San Andreas No. 3 (Planned)	To be determined

**In-City Terminal Reservoirs**

<b><u>Meter</u></b>	<b><u>Reservoir</u></b>	<b><u>Location</u></b>
7	Sunset Reservoir	26 <sup>th</sup> Avenue and Ortega
8	University Mound Reservoir	University Avenue and Bacon
9	Merced Manor Reservoir	23 <sup>rd</sup> Avenue and Ocean

**Table 3**  
**Locations of SFPUC System Input and In-Line Meters**

<u>Meter</u>	<u>Pipeline</u>	<u>Location</u>
10	San Joaquin Pipeline No. 1	Albers Road, South of Oakdale in Stanislaus County
11	San Joaquin Pipeline No. 2	Same as San Joaquin Pipeline No. 1
12	San Joaquin Pipeline No. 3	Same as San Joaquin Pipeline No. 1
13	San Antonio Pipeline	San Antonio Pump Station
14	Sunol Valley WTP Effluent	San Antonio Pump Station
15	Calaveras Pipeline	Sunol Valley Water Treatment Plant
16	Irvington – Bay Division Pipeline No. 1	Driscoll Road in Fremont
17	Irvington – Bay Division Pipeline No. 2	Same as Irvington Bay Division Pipeline No.1
18	Irvington – Bay Division Pipeline No. 3	Mission Boulevard in Fremont
19	Irvington – Bay Division Pipeline No. 4	Same as Irvington Bay Division Pipeline No.3
20	Pulgas – Bay Division Pipeline No. 1	Hassler Road at Pulgas Valve Lot
21	Pulgas – Bay Division Pipeline No. 2	Same as Pulgas Bay Division Pipeline No. 1
22	Pulgas – Bay Division Pipeline No. 3	Same as Pulgas Bay Division Pipeline No. 1
23	Pulgas – Bay Division Pipeline No. 4	Same as Pulgas Bay Division Pipeline No. 1
24	Crystal Springs Reservoir Outfall	Canada Road near Pulgas Temple
25	Harry Tracy WTP Effluent – Sunset Supply	Harry Tracy Water Treatment Plant
26	Harry Tracy WTP Effluent – San Andreas Supply	Harry Tracy Water Treatment Plant
27	Crystal Springs – San Andreas Pipeline	Crystal Springs Pump Station
28	Crystal Springs Pump Station – Sunset Supply	Crystal Springs Pump Station
29	Crystal Springs Pump Station – Crystal Springs No. 2 Supply	Crystal Springs Pump Station
30	Crystal Springs Balancing Reservoir	Canada Road near Pulgas Temple
31	Santa Clara Valley WD Intertie	Milpitas Boulevard in Milpitas
B	San Joaquin Pipeline No. 4 (Planned)	To be determined
C	East Bay MUD Intertie (Planned)	To be determined
D&E	Bay Division Pipeline No. 5 (Planned)	To be determined

**TABLE 4**  
**SFPUC COUNTY-LINE METERS, IN-CITY TERMINAL RESERVOIRS,**  
**AND ASSOCIATED METERING EQUIPMENT**

<b>County-Line Meter</b>	<b>Meter Type</b>	<b>Location</b>
<b>1. Sunset</b>	60" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Rosemount D/P transmitter</li> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	
<b>2. Sutro</b>	36" Venturi	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Rosemount D/P transmitter</li> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	
<b>3. Lake Merced Outfall</b>	16" Mag. Meter	Lake Merced Pump Station
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	
<b>4. San Andreas No. 2</b>	36" Venturi	Junipero Serra (Hwy. 280) south of Belle Avenue
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Yokogawa D/P transmitter</li> <li>• NLS display</li> <li>• AGM electronics</li> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	
<b>5. Crystal Springs No. 1</b>	44" Venturi	PG&E Martin Service Center Yard
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Yokogawa D/P transmitter</li> <li>• NLS display</li> <li>• AGM electronics</li> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	
<b>6. Crystal Springs No. 2</b>	60" Venturi	Tamasco Ct. south of Sunnydale Avenue
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Yokogawa D/P transmitter</li> <li>• NLS display</li> <li>• AGM electronics</li> <li>• SCADA</li> </ul>	
<b>In-City Terminal Reservoirs</b>		
<b>1. Sunset</b>	Pressure Transducer	26 <sup>th</sup> Avenue and Ortega
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	
<b>2. Merced-Manor</b>	Pressure Transducer	23 <sup>rd</sup> Avenue and Ocean
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	
<b>3. University Mound</b>	Pressure Transducer	University Avenue and Bacon
Associated Metering Equipment:	<ul style="list-style-type: none"> <li>• Honeywell recorder</li> <li>• SCADA</li> </ul>	

**TABLE 5  
METER CALIBRATION AND MAINTENANCE FREQUENCY**

METER/ EQUIPMENT	FREQUENCY			WORK TO BE PERFORMED (See Work Codes Listed Below)					
	Quarterly	Semi- Annual	Annual	CA	CL	FL	IN	LU	PT
Venturi Meters			X	X		X (1)	X (1)		X
Magnetic Meters		X		X (2)	X (2)		X (2)		
Yokagowa D/P Transmitters	X			X	X	X	X		
Rosemount D/P Transmitters	X			X	X	X	X		
Honeywell Recorders	X			X	X		X		
Water Level Sensors (Pressure Transducers)	X			X	X		X		
SCADA Electronics	X			X					
AGM Electronics	X			X					
NLS Digital Displays	X			X					
Electrostatic 24V DC Power Supplies			X				X (3)		
ASCO Solenoids			X		X		X (4)	X	

**WORK CODES:**

CA = CALIBRATE; CL = CLEAN; FL = FLUSH; IN = INSPECT; LU = LUBRICATE; PT = PITOT TUBE TEST.

**NOTES:**

- (1) Inspection and flushing requirements for Venturi meters refer to the pressure tubing from the meter to the differential pressure transmitter.
- (2) May calibrate using clamp-on meter where conditions allow. Inspection and cleaning requirements for magnetic meters refer to the sensors or probes that are inserted through the pipe wall.
- (3) Adjust voltage if necessary.
- (4) Replace rubber ware as needed.

# ATTACHMENT K

**ATTACHMENT K-1**  
**WHOLESALE CUSTOMERS' SHARE OF NET BOOK VALUE OF EXISTING ASSETS**  
**\*\*PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES\*\***  
**(Section 5.03)**

	Notes	Projected Value		
		Water	Hetch Hetchy	Total
Regional System Net Plant as of 6/30/08 (Actual)	1	\$ 435,639,907	\$ 66,135,724	
Less: Projected Depreciation on Regional Assets	2	\$ (32,526,143)	\$ (3,598,189)	
Plus: Projected FY 2008-09 Capital Additions	3	\$ 62,771,153	\$ -	
Projected Regional System Net Plant as of 6/30/09		\$ 465,884,917	\$ 62,537,535	
Plus: Projected Construction Work In Progress (CWIP) as of 6/30/09	4	\$ 16,928,503	\$ 5,807,023	
Projected Regional System Net Plant and CWIP as of 6/30/09		\$ 482,813,420	\$ 68,344,558	\$ 551,157,978
Allocation Factor:	5	70.1%	64.2%	
Wholesale Share of Projected Regional System Net Plant as of 6/30/09		\$ 326,585,327	\$ 40,149,098	\$ 366,734,424
Plus: Wholesale Share of Projected CWIP as of 6/30/09	6	\$ 11,866,881	\$ 3,728,109	\$ 15,594,989
Wholesale Share of Projected Net Plant and CWIP as 6/30/09		\$ 338,452,207	\$ 43,877,206	\$ 382,329,414
Interest Rate:		5.13%	5.13%	
Term (Yrs):		25	25	
Monthly Principal & Interest		\$ 2,004,277	\$ 259,836	\$ 2,264,113
Annual Wholesale Revenue Requirement Amount		\$ 24,051,326	\$ 3,118,033	\$ 27,169,359

Notes

- 1 FAACS 120A Report as of 6/30/08
- 2 SFPUC Estimate
- 3 SFPUC Estimate based on projects and amounts as follows:

	<u>Water Assets</u>
CUW358 Sunset Reservoir (North Basin)	\$ 57,382,744
CUW 365 Cross Connection Controls	\$ 3,679,415
CUW 394 Watershed Land Acquisition	\$ 1,708,994
Total Additions	\$ 62,771,153

- 4 CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)
- 5 Fixed allocation factors based on dollar weighted 5-year average of J-Table allocation factors (2003-04 through 2007-08)
- 6 Wholesale share CWIP based on balance as 6/30/08 plus YTD expenditures (see Attachment K-2)

ATTACHMENT K-2  
 WHOLESALE CUSTOMERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES  
 \*\*PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES\*\*  
 (Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for O2A Funding	[7] CWIP as 6/30/09	[8] Water Related CWIP	[9] Wholesale Share
A.	Water Enterprise							
1	Regional Projects							
	CUW352 Alameda Creek Fishery	Joint	\$ 2,007,607	\$ 224,582	\$ 2,232,189	\$ -		\$ -
	CUW353 Seismic Upgrade @ Hayward Fault	Joint	\$ 3,129,234	\$ 1,967,625	\$ 5,096,859	\$ -		\$ -
	CUW354 LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	\$ 7,046,944	\$ 1,086,262	\$ 8,133,206	\$ -		\$ -
	CUW355 STANDBY POWER FACILITIES	Joint	\$ 3,715,276	\$ 6,596,849	\$ 10,312,125	\$ -		\$ -
	CUW357 Adit Leak Repairs	Joint	\$ 783	\$ 1,129	\$ 1,912	\$ -		\$ -
	CUW359 Irvington Tunnel	Joint	\$ 21,391,129	\$ 5,176,713	\$ 26,567,842	\$ -		\$ -
	CUW359	Joint	\$ 7,837,176	\$ -	\$ 7,837,176	\$ -		\$ -
	CUW361	Joint	\$ 368,057	\$ 1,383,959	\$ 1,752,016	\$ -		\$ -
	CUW361	Joint	\$ 1,255,545	\$ -	\$ 1,255,545	\$ -		\$ -
	CUW361 Pulgas Balancing Reservoir	Joint	\$ 1,248,002	\$ -	\$ 1,248,002	\$ -		\$ -
	CUW361	Joint	\$ 570,179	\$ -	\$ 570,179	\$ -		\$ -
	CUW361	Joint	\$ 712,921	\$ -	\$ 712,921	\$ -		\$ -
	CUW363 SCADA Phase II	Joint	\$ 1,335,371	\$ 1,738,045	\$ 3,073,416	\$ -		\$ -
	CUW363	Joint	\$ 1,062,050	\$ -	\$ 1,062,050	\$ -		\$ -
	CUW365 Cross Connection Control	Joint	\$ 3,635,172	\$ 547,801	\$ 4,182,973	\$ -		\$ -
	CUW367 HTWTP LT Impr	Joint	\$ 8,011,348	\$ 2,479,731	\$ 10,491,079	\$ -		\$ -
	CUW368	Joint	\$ 23,640,601	\$ -	\$ 23,640,601	\$ -		\$ -
	CUW368 BDPL Hydraulic Capacity	Joint	\$ 17,556,905	\$ 4,200,442	\$ 21,757,347	\$ -		\$ -
	CUW368	Joint	\$ 2,579,847	\$ -	\$ 2,579,847	\$ -		\$ -
	CUW370 Pipeline Readiness	Joint	\$ 5,320,934	\$ 328,070	\$ 5,649,004	\$ -		\$ -
	CUW371 CSPS and Pipeline	Joint	\$ 11,420,770	\$ 3,872,779	\$ 15,293,549	\$ -		\$ -
	CUW372 University Mound (N)	Joint	\$ 4,624,981	\$ 1,068,147	\$ 5,693,128	\$ -		\$ -
	CUW373 SJPL	Joint	\$ 19,479,341	\$ 6,023,849	\$ 25,503,190	\$ -		\$ -
	CUW373	Joint	\$ 7,199,051	\$ -	\$ 7,199,051	\$ -		\$ -
	CUW374 Calaveras Dam	Joint	\$ 31,171,669	\$ 4,314,430	\$ 35,486,099	\$ -		\$ -
	CUW374	Joint	\$ 2,366,343	\$ -	\$ 2,366,343	\$ -		\$ -
	CUW378 CSPL #2	Joint	\$ 7,453,098	\$ 913,369	\$ 8,366,467	\$ -		\$ -
	CUW379 SAPL #3	Joint	\$ 5,728,934	\$ 588,346	\$ 6,317,280	\$ -		\$ -
	CUW380 BDPK #3&4 Crossovers	Joint	\$ 3,855,357	\$ 1,083,888	\$ 4,939,245	\$ -		\$ -
	CUW381	Joint	\$ 5,450,995	\$ -	\$ 5,450,995	\$ -		\$ -
	CUW381 SVWTP Expansion	Joint	\$ 53,222	\$ 3,090,520	\$ 3,143,742	\$ -		\$ -
	CUW381	Joint	\$ 97,373	\$ -	\$ 97,373	\$ -		\$ -
	CUW382 SVWTP Treated Water Reservoir	Joint	\$ 5,799,505	\$ 575	\$ 5,800,080	\$ -		\$ -
	CUW384 Tesla	Joint	\$ 6,102,621	\$ 7,444,942	\$ 13,547,563	\$ -		\$ -
	CUW386 SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	\$ 1,374,491	\$ 971,625	\$ 2,346,116	\$ -		\$ -
	CUW388 PEIR	Joint	\$ 896,476	\$ 1,641,717	\$ 2,538,193	\$ -		\$ -
	CUW388	Joint	\$ 1,331,676	\$ -	\$ 1,331,676	\$ -		\$ -
	CUW390 Desalination Pilot	Joint	\$ 175,165	\$ -	\$ 175,165	\$ -		\$ -
	CUW391 Baden/San Pedro Valve Lots	Joint	\$ 3,964,642	\$ 948,589	\$ 4,913,231	\$ -		\$ -
	CUW392 Program Management	Joint	\$ 2,452,297	\$ 5,081,444	\$ 7,533,741	\$ -		\$ -
	CUW393 BDPL #4 Condition Assessment	Joint	\$ 25,071	\$ 294,634	\$ 319,705	\$ -		\$ -
	CUW394 Watershed Environment Improvement	Joint	\$ 142,924	\$ 96,027	\$ 238,951	\$ -		\$ -
	CUW101 SAN ANDREAS PLANT EXPANSION #1	Joint	\$ 182	\$ 96,027	\$ 96,209	\$ 96,209		\$ 67,443
	CUW111 LOWER CRYSTAL SPRINGS DAM-REV-SFWD	Joint	\$ 40,436	\$ -	\$ 40,436	\$ -		\$ 28,346
	CUW151 Baden PS	Joint	\$ 921	\$ 26,760	\$ 27,681	\$ -		\$ 19,404
	CUW161 Water Treatment Facilities	Joint	\$ 75,801	\$ 605	\$ 76,406	\$ -		\$ 53,561
	CUW178 SAPS X-CONNECT & PUMP IMP 96A UEB	Joint	\$ 104,902	\$ -	\$ 104,902	\$ -		\$ 73,536
	CUW202	Joint	\$ 50,808	\$ -	\$ 50,808	\$ -		\$ 35,616
	CUW202 Replace PCCP	Joint	\$ 285,003	\$ 64,256	\$ 349,259	\$ -		\$ 244,831
	CUW202	Joint	\$ 2,365	\$ -	\$ 2,365	\$ -		\$ 1,658
	CUW127 SCADA	Joint	\$ 50,029	\$ 2,481,274	\$ 2,531,303	\$ -		\$ 1,774,443
	CUW356 New Crystal Springs Bypass Tunnel	Joint	\$ 13,992,264	\$ 5,560,862	\$ 16,028,397	\$ 3,524,729		\$ 2,470,835
	CUW358 Sunset (N)	Joint	\$ 52,494,764	\$ 4,887,980	\$ 55,806,081	\$ 1,576,663		\$ 1,105,241
	CUW387 Tesla Portal Disinfection	Joint	\$ 2,377,262	\$ (1,996)	\$ 1,223,945	\$ 1,151,321		\$ 807,076
	CUW135	Joint	\$ 45,413	\$ -	\$ 45,413	\$ -		\$ 31,835
	CUW135 New Lines and Bypass Valves	Joint	\$ 153,983	\$ 620,156	\$ 774,139	\$ -		\$ 542,671
	CUW135	Joint	\$ 8,860	\$ -	\$ 8,860	\$ -		\$ 6,211
	CUW143	Joint	\$ 5,656	\$ -	\$ 5,656	\$ -		\$ 3,965
	CUW143 HH Water Treatment Plan	Joint	\$ 709,972	\$ 8,817	\$ 718,789	\$ -		\$ 503,871
	CUW143	Joint	\$ 96,292	\$ -	\$ 96,292	\$ -		\$ 67,501
	CUW186 SVWTP IMPROVEMENT PROJECT-CPB-SFWD	Joint	\$ 3,604	\$ -	\$ 3,604	\$ -		\$ 2,526
	CUW206	Joint	\$ 4,365	\$ -	\$ 4,365	\$ -		\$ 3,060
	CUW206 Tesla Portal/Thomas Shaft Emergency Disinfection	Joint	\$ 283,620	\$ 5,665	\$ 289,285	\$ -		\$ 202,789
	CUW206	Joint	\$ 227,004	\$ -	\$ 227,004	\$ -		\$ 159,130
	CUW231 Millbrae Labs	Joint	\$ 81,856	\$ 34,685	\$ 116,541	\$ -		\$ 81,695
	CUW236 TELS/SJVH WQ MONITORING IMPR	Joint	\$ 152,963	\$ -	\$ 152,963	\$ -		\$ 107,227
	CUW366	Joint	\$ 16,523	\$ -	\$ 16,523	\$ -		\$ 11,583
	CUW366 HTWTP ST Improvements	Joint	\$ 1,398,798	\$ 5,732,626	\$ 7,131,424	\$ -		\$ -
	CUW366	Joint	\$ 1,452,901	\$ -	\$ 1,452,901	\$ -		\$ -
	CUW120 WATER QUALITY PLANNING STUDY	Joint	\$ 577	\$ -	\$ 577	\$ -		\$ 404
	CUW164 WATER VULNERABILITY STUDY-UEB	Joint	\$ 479	\$ -	\$ 479	\$ -		\$ 336
	CUW181 STANDBY POWER FACILITIES	Joint	\$ 5,905	\$ -	\$ 5,905	\$ -		\$ 4,139
	CUW210 Millbrae Administrative Bldg Remodel	Joint	\$ 7,803	\$ 321,553	\$ 329,356	\$ -		\$ 230,879
	CUW220 Calaveras Dam Evaluation	Joint	\$ 308,971	\$ -	\$ 308,971	\$ -		\$ 216,589
	CUW227 Watershed Facilities and Fencing	Joint	\$ 190,552	\$ 206,448	\$ 397,000	\$ -		\$ 278,297
	CUW228 Watershed Roads	Joint	\$ 358,434	\$ 85,337	\$ 443,771	\$ -		\$ 311,083
	CUW232 Crystal Springs Dam Discharge	Joint	\$ 363,823	\$ -	\$ 363,823	\$ -		\$ 255,040
	CUW242 Demolition of Unsafe Structures	Joint	\$ 311,548	\$ 22,741	\$ 334,289	\$ -		\$ 234,337
	CUW242	Joint	\$ 315	\$ -	\$ 315	\$ -		\$ 221
	CUW261 Regional R&R - Storage	Joint	\$ 275,694	\$ 277,958	\$ 553,652	\$ -		\$ 388,110
	CUW262 Regional R&R - Treatment	Joint	\$ 1,236,895	\$ 409,282	\$ 1,646,177	\$ -		\$ 1,153,970
	CUW262	Joint	\$ 277,383	\$ -	\$ 277,383	\$ -		\$ 194,445

**ATTACHMENT K-2**  
**WHOLESALE CUSTOMERS' SHARE OF THE BOOK VALUE OF REVENUE FUNDED CAPITAL EXPENDITURES**  
**\*\*PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES\*\***  
(Section 5.03)

[1] Project No.	[2] Project Description	[3] Rate Class	[4] CWIP as of 6/30/08	[5] FY 2008-09 Expenditures	[6] Reduction for O2A Funding	[7] CWIP as of 6/30/09	[8] Water Related CWIP	[9] Wholesale Share
CUW263	Regional R&R - Transmission	Joint	\$ 768,422	\$ 797,659		\$ 1,566,081		\$ 1,097,823
CUW263		Joint	\$ 1,224,094	\$ -		\$ 1,224,094		\$ 858,090
CUW360	PLANNING - WSTD Sunol Quarry Reservoirs	Joint	\$ 2,513	\$ -		\$ 2,513		\$ 1,762
CUW934	BOA/BAW/13/F2/SFWD-CONT PROJ-OPER FD	Joint	\$ 59,479	\$ (2,210)	\$ 998,005	\$ (940,736)		\$ (659,456)
	TOTAL REGIONAL WATER PROJECTS		\$ 313,100,517	\$ 84,802,574	\$ 379,397,925	\$ 18,505,166		\$ 12,972,121
	Less Projects to be Capitalized in FY 2008-09					\$ 1,576,663		\$ 1,105,241
	ADJUSTED TOTAL REGIONAL WATER PROJECTS					\$ 16,928,503		\$ 11,866,881
<b>2 Wholesale Direct</b>								
None								
<b>B. Hetch Hetchy Water &amp; Power</b>								
CUH703	Priest Reservoir By-pass	Joint	-	47,164		\$ 47,164	\$ 21,224	\$ 13,626
CUH762	SJPL Repairs	Water	53,616	255,011		\$ 308,627	\$ 308,627	\$ 198,139
CUH766	HH Security Improvements	Joint	164,478	261,601		\$ 426,079	\$ 191,736	\$ 123,094
CUH767	Power Transformers	Power	-	-		\$ -	\$ -	\$ -
CUH803	Street Lights	Power	-	40,506		\$ 40,506	\$ -	\$ -
CUH804	HH Roads	Joint	-	341,240		\$ 341,240	\$ 153,558	\$ 98,584
CUH829	HH SCADA	Joint	-	-		\$ -	\$ -	\$ -
CUH842	Moccasin Cottages Renovations	Joint	-	-		\$ -	\$ -	\$ -
CUH846	New Moccasin Penstock	Power	543,073	-		\$ 543,073	\$ -	\$ -
CUH851	Turbine Generator Renovations	Power	111,755	926,254		\$ 1,038,009	\$ -	\$ -
CUH868	Moccasin Energy Absorber	Power	-	-		\$ -	\$ -	\$ -
CUH876	Moccasin Phone System	Joint	-	15,677		\$ 15,677	\$ 7,055	\$ 4,529
CUH878	O'Shaughnessy Discharge/Toulumne River Channel Impr.	Joint	31,953	168,076		\$ 200,029	\$ 90,013	\$ 57,788
CUH891	Metering Muni Load	Power	18	4,361		\$ 4,379	\$ -	\$ -
CUH893	Cherry/Eleanor Pump Upgrade	Power	-	17,012		\$ 17,012	\$ -	\$ -
CUH896	Street Lights	Power	9,294	568,794		\$ 578,088	\$ -	\$ -
CUH899	Canyon Tunnel Penstock	Power	6,210	21,804		\$ 28,014	\$ -	\$ -
CUH915	UG Assessment/Hunters Point	Power	961,755	1,668,663		\$ 2,630,418	\$ -	\$ -
CUH926	Pipe Purchase	Water	-	13,667		\$ 13,667	\$ 13,667	\$ 8,774
CUH931	Microwave Replacement	Joint	3,157,491	156,270		\$ 3,313,761	\$ 1,491,192	\$ 957,346
CUH932	HH SCADA	Joint	-	-		\$ -	\$ -	\$ -
CUH825	Distribution System	Power	446,419	109,797		\$ 556,216	\$ -	\$ -
CUH941	HHP SCADA Security & Control, East/O'Shaughnessy	Joint	1,433,974	246,948		\$ 1,680,922	\$ 756,415	\$ 485,618
CUH942	O'Shaughnessy Dam Discharge Needle Valves	Joint	-	-		\$ -	\$ -	\$ -
CUH943	Renewable Energy	Power	-	-		\$ -	\$ -	\$ -
CUH945	SJPL Crossovers	Water	-	-		\$ -	\$ -	\$ -
CUH946	Facility Maintenance	Joint	-	239		\$ 239	\$ 108	\$ 69
CUH947	Sustainable Energy Account	Power	441,226	1,838,396		\$ 2,279,622	\$ -	\$ -
CUH948	Facility Maintenance - Transmission Lines	Power	70,631	101,295		\$ 171,926	\$ -	\$ -
CUH949	POW Maintenance	Power	-	-		\$ -	\$ -	\$ -
CUH950	HPH/KPH/MPH	Power	1,236,853	1,167,621		\$ 2,404,474	\$ -	\$ -
CUH955	Solar Monitoring	Power	222	-		\$ 222	\$ -	\$ -
CUH956	Facility Maintenance - Gate Valves	Water	275,213	-		\$ 275,213	\$ 275,213	\$ 176,687
CUH957	Moccasin Corrison Control	Joint	48,023	110,986		\$ 159,009	\$ 71,554	\$ 45,938
CUH958	Generation Metering	Power	-	18,811		\$ 18,811	\$ -	\$ -
CUH959	Moccasin Reservoir Water Quality	Water	109,379	-		\$ 109,379	\$ 109,379	\$ 70,221
CUH960	Solar Power Project	Power	6,480	(5,333)		\$ 1,147	\$ -	\$ -
CUH861	MECA Solar	Power	-	26,369		\$ 26,369	\$ -	\$ -
CUH962	SF Electrical Reliability	Power	9,672,565	2,653		\$ 9,675,218	\$ -	\$ -
CUH964	Watershed Lan Purchase	Water	-	75,756		\$ 75,756	\$ 75,756	\$ 48,635
CUH966	MECA - Demand Reduction	Power	-	-		\$ -	\$ -	\$ -
CUH969	SFIA SCADA	Power	-	-		\$ -	\$ -	\$ -
CUH971	Neward - CCSF Transmission Project	Power	235,120	54,602		\$ 289,722	\$ -	\$ -
CUH972	Load Metering	Power	145,039	1,274		\$ 146,313	\$ -	\$ -
CUH973	Distribution Assessment	Power	-	-		\$ -	\$ -	\$ -
CUH975	Hetch Hetchy Water R&R	Power	-	130,100		\$ 130,100	\$ -	\$ -
CUH975	Hetch Hetchy Water R&R	Water	52,613	516,524		\$ 569,137	\$ 569,137	\$ 365,386
CUH975	Hetch Hetchy Water R&R	Joint	999,854	887,864		\$ 1,887,718	\$ 849,473	\$ 545,362
CUH976	KPH Rewind	Power	1,053,295	1,417,914		\$ 2,471,209	\$ -	\$ -
CUH977	Facilities Maintenance - Water	Joint	770,839	1,049,878		\$ 1,820,717	\$ 819,323	\$ 526,005
CUH978	Community Choice Aggregation	Power	5,571	101,075		\$ 106,646	\$ -	\$ -
CUH979	Hunters Point Distribution	Power	1,926,977	532,011		\$ 2,458,988	\$ -	\$ -
CUH981	Shore Power for Cruise Ships	Power	2,690	-		\$ 2,690	\$ -	\$ -
CUH986	SEA - Energy Efficiency	Power	15,262	-		\$ 15,262	\$ -	\$ -
CUW687	525 Golden Gate	Joint	-	4,105		\$ 4,105	\$ 1,847	\$ 1,186
IUH004	Auto Maintenance	Joint	-	3,882		\$ 3,882	\$ 1,747	\$ 1,122
PUH501	SF Environment Energy/Green Power	Power	-	66,107		\$ 66,107	\$ -	\$ -
PYEAES	Youth Employment	Joint	-	-		\$ -	\$ -	\$ -
	TOTAL HHWP PROJECTS		23,987,888	12,964,974		36,952,862	5,807,023	3,728,109
<b>C TOTAL COMBINED WATER AND HHWP</b>			\$ 337,088,405	\$ 97,767,548	\$ 379,397,925	\$ 55,458,028		\$ 15,594,990

- Notes**
- 6/30/08 CWIP per FAMIS
  - FY 2008-09 Expenditures posted through 3/20/09 per FAMIS
  - Wholesale share of CWIP 70.1% (see Note 5 Attachment K-1)
  - Water Related HHWP CWIP includes 100% of Water and 45% of Joint
  - Wholesale share of CWIP 64.2% (see Note 5 Attachment K-1)
  - Fund 2A expenditures are funded by Series 2006A bond proceeds, proceeds of commercial paper redeemed from 2006A proceeds and earnings on such proceeds, as applicable.

**ATTACHMENT K-3**  
**25 YEAR PAYOFF SCHEDULE FOR EXISTING RATE BASE**  
**WATER ENTERPRISE REGIONAL ASSETS AND ONE DIRECT WHOLESALE ASSET**  
**\*\*PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES\*\***  
**(Section 5.03)**

	<u>Water Assets</u>
6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	338,452,207
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	2,004,277
Annual Wholesale Revenue Requirement:	24,051,326

Fiscal Yr Ending	Principal	Interest	Annual Payment (Wtr)	Year End Balance
Jun-10	6,848,259	17,203,067	24,051,326	331,603,948
Jun-11	7,207,954	16,843,372	24,051,326	324,395,994
Jun-12	7,586,541	16,464,785	24,051,326	316,809,453
Jun-13	7,985,013	16,066,313	24,051,326	308,824,439
Jun-14	8,404,415	15,646,911	24,051,326	300,420,024
Jun-15	8,845,844	15,205,482	24,051,326	291,574,180
Jun-16	9,310,459	14,740,867	24,051,326	282,263,721
Jun-17	9,799,478	14,251,848	24,051,326	272,464,243
Jun-18	10,314,181	13,737,145	24,051,326	262,150,062
Jun-19	10,855,919	13,195,407	24,051,326	251,294,143
Jun-20	11,426,110	12,625,216	24,051,326	239,868,033
Jun-21	12,026,250	12,025,076	24,051,326	227,841,784
Jun-22	12,657,911	11,393,415	24,051,326	215,183,873
Jun-23	13,322,749	10,728,577	24,051,326	201,861,123
Jun-24	14,022,507	10,028,819	24,051,326	187,838,616
Jun-25	14,759,019	9,292,307	24,051,326	173,079,597
Jun-26	15,534,215	8,517,111	24,051,326	157,545,382
Jun-27	16,350,127	7,701,199	24,051,326	141,195,254
Jun-28	17,208,894	6,842,432	24,051,326	123,986,361
Jun-29	18,112,766	5,938,560	24,051,326	105,873,594
Jun-30	19,064,113	4,987,213	24,051,326	86,809,482
Jun-31	20,065,428	3,985,898	24,051,326	66,744,054
Jun-32	21,119,335	2,931,991	24,051,326	45,624,719
Jun-33	22,228,597	1,822,729	24,051,326	23,396,122
Jun-34	23,396,122	655,204	24,051,326	0
Totals:	338,452,207	262,830,943	601,283,150	

**ATTACHMENT K-4**  
**25 YEAR PAYOFF SCHEDULE FOR EXISTING RATE BASE**  
**HETCH HETCHY WATER ASSETS AND WATER-RELATED PORTION OF JOINT ASSETS**  
**\*\*PRELIMINARY - TO BE SUBSTITUTED WITH FINAL 6/30/09 VALUES\*\***  
**(Section 5.03)**

	<u>Hetch Hetchy</u>
6/30/09 Wholesale Share of Net Plant & CWIP (Attachment K-1)	43,877,206
Interest Rate:	5.13%
Term:	25
Monthly Principal & Interest Calculation:	259,836
Annual Wholesale Revenue Requirement:	3,118,033

Fiscal Yr Ending	Principal	Interest	Annual Payment (HH)	Year End Balance
Jun-10	887,814	2,230,219	<b>3,118,033</b>	42,989,393
Jun-11	934,445	2,183,588	<b>3,118,033</b>	42,054,948
Jun-12	983,525	2,134,507	<b>3,118,033</b>	41,071,423
Jun-13	1,035,183	2,082,849	<b>3,118,033</b>	40,036,239
Jun-14	1,089,555	2,028,478	<b>3,118,033</b>	38,946,685
Jun-15	1,146,782	1,971,250	<b>3,118,033</b>	37,799,903
Jun-16	1,207,015	1,911,017	<b>3,118,033</b>	36,592,887
Jun-17	1,270,412	1,847,621	<b>3,118,033</b>	35,322,475
Jun-18	1,337,138	1,780,894	<b>3,118,033</b>	33,985,337
Jun-19	1,407,370	1,710,663	<b>3,118,033</b>	32,577,967
Jun-20	1,481,290	1,636,743	<b>3,118,033</b>	31,096,678
Jun-21	1,559,092	1,558,940	<b>3,118,033</b>	29,537,585
Jun-22	1,640,981	1,477,051	<b>3,118,033</b>	27,896,604
Jun-23	1,727,172	1,390,861	<b>3,118,033</b>	26,169,432
Jun-24	1,817,889	1,300,144	<b>3,118,033</b>	24,351,544
Jun-25	1,913,371	1,204,662	<b>3,118,033</b>	22,438,173
Jun-26	2,013,868	1,104,165	<b>3,118,033</b>	20,424,305
Jun-27	2,119,643	998,389	<b>3,118,033</b>	18,304,662
Jun-28	2,230,974	887,058	<b>3,118,033</b>	16,073,688
Jun-29	2,348,153	769,880	<b>3,118,033</b>	13,725,535
Jun-30	2,471,486	646,546	<b>3,118,033</b>	11,254,048
Jun-31	2,601,298	516,735	<b>3,118,033</b>	8,652,751
Jun-32	2,737,927	380,106	<b>3,118,033</b>	5,914,824
Jun-33	2,881,733	236,300	<b>3,118,033</b>	3,033,091
Jun-34	3,033,091	84,941	<b>3,118,033</b>	0
	43,877,206	34,073,607	77,950,813	

ATTACHMENT K-5  
 UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS  
 CONSTRUCTION WORK IN PROGRESS AS OF MARCH 30, 2009  
 (Section 5.04)

Project	Project Title	Fund Type	Subfund	Classification	Appropriation	YTD Expenditures	PTD Expenditures	Encumbrances	Available Balances	Notes
<u>Water Assets</u>										
CUW257	WATERSHED PROTECTION	5W	AAAACP	REGIONAL	1,448,720	29,653	413,529	141,643	893,548	
CUW250	WATERSHED TRAILS&RECREATION IMPROV	5W	AAAACP	REGIONAL	387,639	9,431	112,689	6,675	268,275	
CUW261	REGIONAL WATER STORAGE RNR -BUDGET	5W	AAAACP	REGIONAL	1,750,000	250,970	526,664	26,687	1,196,648	Annual R&R
CUW242	DEMOLITION UNSAFE STRUCTURES	5W	AAAACP	REGIONAL	1,000,000	22,647	407,820	21,524	570,656	
CUW263	CONVEYANCE/TRANSMISSION - BUDGET	5W	AAAACP	REGIONAL	7,825,000	763,603	3,378,543	125,990	4,320,466	Annual R&R
CUW264	WATERSHED ROADS - BUDGET	5W	AAAACP	REGIONAL	3,000,000	77,074	1,391,500	162,401	1,446,099	Annual R&R
CUW262	TREATMENT FACs/MQ IMPROVE-BUDGET	5W	AAAACP	REGIONAL	4,801,000	399,073	2,704,204	349,016	1,747,780	Annual R&R
CUW168	ALAMEDA CREEK FISH RELEASE	5W	AAAACP	REGIONAL	1,537,398	46,624	1,040,919	152,647	343,832	
CUW231	MILLBRAE LAB CAPITAL IMPROVEMENTS	5W	AAAACP	REGIONAL	770,000	19,119	532,135	0	237,865	
CUW227	WATERSHED FENCES/FACILITES	5W	AAAACP	REGIONAL	3,000,000	206,222	2,223,776	581,926	194,298	
CUW253	FACILITIES SECURITY PROJECT	5W	AAAACP	REGIONAL	5,300,000	73,048	4,146,944	113,124	1,039,931	
CUW210	MILLBRAE ADMIN BLDG INTERIM REMODEL	5W	AAAACP	REGIONAL	2,407,700	284,902	1,935,204	160	472,337	
CUW228	WATERSHED ROADS RECONSTRUCTION	5W	AAAACP	REGIONAL	5,170,000	82,992	4,413,061	18,598	738,340	
CUW202	SAN ANTONIO PIPELINE EMERGENCY REPA	5W	AAAACP	REGIONAL	1,400,000	6,012	1,269,190	61,727	69,083	
CUW148	ENVIRONMENTAL & REGULATORY COMP	5W	AAAACP	REGIONAL	3,241,279	0	3,014,995	184,774	41,510	
CUW135	NEW LINE & BYPASS VALVES	5W	AAAACP	REGIONAL	4,829,680	2,103	4,689,067	0	140,613	
CUW143	HETCH HETCHY WATER TREATMENT PLAN	5W	AAAACP	REGIONAL	18,821,529	0	18,452,053	47,947	321,529	
CUW161	TREATMENT FACILITIES IMPROVEMENTS	5W	AAAACP	REGIONAL	15,028,319	334	14,747,873	0	280,446	
CUW241	FACILITIES MAINT SUPPORT STRUCTURES	5W	AAAACP	REGIONAL	5,000,000	8,390	4,988,882	0	11,118	
CUW392	PROGRAM MANAGEMENT SERVICES - WSIF	5W	AAAACP	LOCAL/REGIONAL	1,837,000	(98,519)	751,659	71,973	1,013,368	
CUW127	INST SCADA SYSTEM	5W	AAAACP	LOCAL/REGIONAL	13,156,681	2,481,274	8,653,641	0	4,503,040	
CUW710	OCIP PROJECT CONTROL	5W	AAAACP	LOCAL/REGIONAL	2,497,881	235,706	2,496,959	0	922	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
	LOCAL PROJECTS			LOCAL	0	0	0	0	0	
	JOINT LOCAL AND REGIONAL PROJECTS			LOCAL/REGIONAL	17,491,562	2,618,462	11,902,259	71,973	5,517,330	
	REGIONAL PROJECTS			REGIONAL	86,718,264	2,282,199	70,389,048	1,994,840	14,334,376	
	TOTAL ALL PROJECTS				104,209,826	4,900,661	82,291,307	2,066,813	19,851,706	
<u>Hetchy Hetchy Assets</u>										
CUH975	WATER INFRASTRUCTURE - BUDGET	5T	AAAACP	WATER	9,000,000	1,534,488	2,806,592	3,565,023	2,628,385	
CUH964	WATERSHED PROPERTY PURCHASES	5T	AAAACP	WATER	800,000	75,756	454,756	0	345,244	
CUH957	FAC MAINTENANCE-WATER TRANSPORTAT	5T	AAAACP	WATER	3,400,000	110,986	2,885,394	209,138	305,469	
CUH703	PRIEST RESERVOIR DIVERSION CHANNEL	5T	AAAACP	WATER	21,210,344	47,164	20,166,993	0	1,043,351	
CUH926	PIPELINE PURCHASE REPLACEMENT PIPE	5T	AAAACP	WATER	159,860	13,667	157,489	0	2,371	
CUH762	SAN JOAQUIN PIPELINE REPAIRS	5T	AAAACP	WATER	41,489,206	255,011	41,215,761	134,652	118,792	
CUW687	525 GOLDEN GATE	5T	AAAACP	JOINT	280,600	4,105	26,437	0	254,163	
CUH977	FACILITIES MAINTENANCE - BUDGET	5T	AAAACP	JOINT	9,300,000	1,049,878	3,578,478	803,231	4,918,290	
CUH931	HH MICROWAVE REPLACEMENT	5T	AAAACP	JOINT	4,767,000	156,270	3,313,761	1,227,242	225,997	
CUH941	HH SCADA SECURITY & CONTROL, EAST	5T	AAAACP	JOINT	2,068,180	246,948	1,680,922	256,198	131,060	
CUH804	HETCH-HETCHY ROADS REBUILDING	5T	AAAACP	JOINT	4,175,027	341,240	3,544,483	113,314	517,230	
CUH766	HETCHY FACILITIES SECURITY IMPROV.	5T	AAAACP	JOINT	2,086,692	261,601	1,960,386	62,470	63,836	
CUH876	MOCCASIN PHONE SYSTEM	5T	AAAACP	JOINT	1,610,000	15,677	1,528,780	0	81,220	
CUH878	O'SHAUGENESSY DIS.REPAIRS	5T	AAAACP	JOINT	7,179,009	33,750	7,101,644	9,297	68,068	
CUH810	VARIOUS OLD JOB	5T	AAAACP	JOINT	7,613,638	18,690	7,538,034	1,561	74,044	
CUH946	FAC MAINTENANCE-SUPPORT STRUCTURE	5T	AAAACP	JOINT	2,281,454	239	2,273,485	0	7,969	
CUH949	RIGHT OF WAY MAINTENANCE	5T	AAAACP	JOINT	815,000	0	814,208	166	626	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	
	POWER PROJECTS			POWER	0	0	0	0	0	
	WATER PROJECTS			WATER	76,039,410	2,037,072	67,686,985	3,908,812	4,443,613	
	JOINT PROJECTS			JOINT	42,176,600	2,128,397	33,360,617	2,473,480	6,342,504	
	TOTAL ALL PROJECTS				118,216,010	4,165,470	101,047,602	6,382,292	10,786,117	

REVISED ATTACHMENT K-1  
 WHOLESALE CUSTOMERS' SHARE OF NET BOOK VALUE OF EXISTING ASSETS  
 AS OF JUNE 30, 2009  
 (Section 5.03)

	Notes	Water		Hetch Hetchy		Total
Regional System Net Plant as of 6/30/09	1, 5	\$485,580,249	1	\$63,528,861	2	\$549,109,110
Regional Construction Work in Progress as 6/30/09	2	\$35,072,164	3	\$7,507,984	3	\$42,580,148
Total Net Plant and Construction Work in Progress		\$520,652,413		\$71,036,845		\$591,689,258
Regional System Allocation Factor	3	70.1%		64.2%		
Wholesale Share of Regional System Net Plant		\$340,391,755		\$40,785,529		\$381,177,284
Wholesale Share of Construction Work in Progress	4	\$11,025,550		\$4,820,126		\$15,845,676
Total Wholesale Share of Net Plant and CWIP		\$351,417,305		\$45,605,655		\$397,022,960
Interest Rate		5.13%		5.13%		
Term (Yrs)		25		25		
Monthly Principal & Interest		\$2,081,055		\$270,072		\$2,351,127
Annual Wholesale Revenue Requirement Amount		\$24,972,661		\$3,240,861		\$28,213,522

**Notes**

1. FAACS 120D Report as of 6/30/09
2. CWIP based on balance as 6/30/09, with adjustments from the Agreed-Upon Procedures Report. See K-2 for details.
3. Fixed allocation factors based on dollar weighted 5-year average of J-Table allocation factors (2003-04 through 2007-08)
4. Projects CUW127 SCADA, CUW687/934 525 Golden Gate, and CUW690 Customer Care and Billing are specially allocated, see K-2 for details
5. A rounding difference of \$3,846 was identified by the SFPUC relating to various cumulative prior year differences in net utility plant. Under Section 5.03D, the Parties agreed that the Wholesale Customers' share of net book values of existing regional assets as of 06/30/2008 are accurate. However, to match Attachment K to the FY08-09 Audited SRRC, the SFPUC will credit the 1984 Balancing Account for \$79.

Original Rate Base, FY08-09 SRRC	\$19,367,641
Adjusted Rate Base	\$19,367,562
1984 Balancing Account Credit	\$79

**APPROVED IN ACCORDANCE WITH ARTICLE V, SECTION 5.03D OF THE WATER SUPPLY AGREEMENT BETWEEN THE CITY & COUNTY OF SAN FRANCISCO & WHOLESALE CUSTOMERS:**

**CITY AND COUNTY OF SAN FRANCISCO**

Acting by and through its Public Utilities Commission

By: \_\_\_\_\_

Edward Harrington  
General Manager

Date: 3/4, 2011

**BAY AREA WATER SUPPLY AND CONSERVATION AGENCY**

Acting on behalf of the Wholesale Customers

By: \_\_\_\_\_

Arthur R. Jensen  
General Manager

Date: 3/7, 2011

REVISED ATTACHMENT K-2  
 WHOLESALE CUSTOMERS' SHARE OF REVENUE FUNDED CAPITAL EXPENDITURES  
 CONSTRUCTION WORK IN PROGRESS AS OF JUNE 30, 2009  
 (Section 5.03)

(1)	(2)	(3)	(4)	(4a)	(4b)	(5)	(6)
Project No.	Project Description	Rate Class	CWIP as of 6/30/09	Adjustments	Adjusted CWIP as of 06/30/09	Water Related CWIP	Wholesale Share Funding Source / Notes
<b>A. Water Enterprise</b>							
<b>1. Regional Projects</b>							
CUW111/112	Lower Crystal Springs Dam	Joint	52,615	0	52,615		36,883 ACP/96A
CUW127	SCADA	Joint	30,952	0	30,952		13,951 ACP/98A Split 64.3%/35.9% Joint/City
CUW135	New Lines and Bypass Valves	Joint	69,818	(6,018)	63,800		44,724 98A
CUW143	HH Water Treatment	Joint	1,167	(1,167)	0		0 ACP
CUW168	Alameda HCP -EIS/EIR	Joint	26,428	0	26,428		18,526 ACP
CUW181	Standby Power Facilities	Joint	5,905	0	5,905		4,139 ACP
CUW202	Replace PCCP	Joint	414,754	0	414,754		290,743 ACP/96A/98A
CUW206	Thomas Shaft Roadway	Joint	530,329	0	530,329		371,761 96A/98B
CUW208	Lawrence-Livermore	City	0	0	0		0 ACP
CUW220	Calaveras Dam Evaluation	Joint	308,971	0	308,971		216,588 ACP
CUW227	Watershed Facilities and Fencing	Joint	235,658	0	235,658		165,196 ACP
CUW228	Watershed Roads	Joint	443,771	0	443,771		311,083 ACP
CUW231	Milbrae Labs Improvement	Joint	58,081	0	58,081		40,715 ACP/98B
CUW236	Tesla/SJVH WQ Monitoring	Joint	5,596	(5,596)	0		0 98B
CUW242	Demolition of Unsafe Structures	Joint	2,534	0	2,534		1,777 ACP
CUW248	Sunol/Niles Dam Removal	Joint	81,111	0	81,111		56,859 ACP
CUW253	WQ Projects	Joint	72,144	0	72,144		50,573 ACP
CUW261	Regional R&R - Storage	Joint	706,684	0	706,684		495,386 ACP
CUW262	Regional R&R - Treatment	Joint	575,064	0	575,064		403,120 ACP
CUW263	Regional R&R - Transmission	Joint	1,433,996	0	1,433,996		1,005,231 ACP
CUW264	Watershed Roads	Joint	198,163	0	198,163		138,912 ACP
CUW354	Lower Crystal Springs Dam	Joint	857,235	0	857,235		600,922 ACP
CUW355	Standby Power Facilities	Joint	37,875	0	37,875		28,550 ACP
CUW356	New Crystal Springs Bypass Tunnel	Joint	3,671,856	0	3,671,856		2,573,971 96A/98A
CUW359/CUW12	Irvington Tunnel	Joint	2,095,122	0	2,095,122		1,468,681 ACP
CUW368	BDPL Hydraulic Capacity	Joint	1,612,592	0	1,612,592		1,130,427 ACP
CUW371	CSPS and Pipeline	Joint	221,690	0	221,690		155,404 ACP
CUW374	Calaveras Dam	Joint	544,618	0	544,618		381,777 ACP
CUW382	SVWTP Treated Water Reservoir	Joint	32,153	0	32,153		22,539 ACP
CUW384/CUW231	Tesla Disinfection	Joint	230,019	0	230,019		161,244 ACP
CUW387	CSPL #2	Joint	1,195,062	0	1,195,062		837,739 96A/98B
CUW392	Program Management	Special	979,694	(979,694)	0		0 Special
CUW685	Emergency Operations Center	Joint	185	0	185		129 ACP
CUW687/934	525 Golden Gate	Joint	15,797,679	0	15,797,679		0 will be paid for as lease in lieu of rent
CUW690	Customer Care & Billing	Special	3,535,116	0	3,535,116		0 Note A
CUW710	OCIP	Special	2,496,959	(2,496,959)	0		0 Special
	<b>TOTAL REGIONAL PROJECTS</b>		<b>38,561,597</b>	<b>(3,489,434)</b>	<b>35,072,164</b>		<b>11,025,550</b>
<b>2. Wholesale Direct</b>							
None							
<b>B. Hetch Hetchy Water &amp; Power</b>							
CUH703	Priest Reservoir Bypass	Joint	574	0	574	258	166 ACP
CUH762	SJPL Repairs	Water	66,609	0	66,609	66,609	42,763 ACP
CUH766	HH Security Improvements	Joint	284,456	0	284,456	128,005	82,179 ACP
CUH804	HH Roads	Joint	567,503	0	567,503	255,376	163,952 ACP
CUH846	New Moccasin Penstock	Power	543,074	0	543,074	0	0 ACP
CUH931	Microwave Replacement	Joint	4,156,642	0	4,156,642	1,870,489	1,200,854 ACP
CUH941	HH SCADA Security & Control	Joint	702,709	0	702,709	316,219	203,013 ACP
CUH950	Penstock Renovation	Power	561,536	0	561,536	0	0 ACP
CUH957	Moccasin Coniston Control	Water	314,805	0	314,805	314,805	202,105 ACP
CUH959	Moccasin Reservoir Water Quality	Water	109,379	0	109,379	109,379	70,221 ACP
CUH964	Watershed Land Purchase	Water	47,768	0	47,768	47,768	30,687 ACP
CUH975	HH Water R&R - Joint Facilities	Joint	2,495,322	0	2,495,322	1,122,895	720,898 ACP
CUH975	HH Water R&R - Kirkwood Penstock Assessment	Power	460,170	0	460,170	0	0 ACP
CUH975	HH Water R&R - SJPL Rehabilitation/RR Lime Slaker	Water	2,330,076	0	2,330,076	2,330,076	1,495,909 ACP
CUH977	Facilities Maintenance - Water	Joint	2,076,186	0	2,076,186	934,284	589,810 ACP
CUH998	Camp Mather Leach Field	Joint	26,270	0	26,270	11,822	7,589 ACP
	<b>TOTAL HETCH HETCHY WATER &amp; POWER</b>		<b>14,743,078</b>	<b>0</b>	<b>14,743,078</b>	<b>7,507,984</b>	<b>4,820,126</b>
	<b>TOTAL COMBINED WATER AND HHWP</b>		<b>53,304,675</b>	<b>(3,489,434)</b>	<b>49,815,242</b>	<b>7,507,984</b>	<b>15,845,676</b>

**Note A: CUW690 - Customer Care & Billing**

This project will be specially allocated. SFPUC will reflect \$70,702.36 (\$3,535,117.97 x 2%) as an adjustment to the Balancing Account in favor of the Retail customers.

**REVISED ATTACHMENT K-3**  
 (Section 5.03)  
**ANNUAL PAYMENTS FOR WHOLESALE SHARE OF 6/30/09 NET PLANT & CWIP**  
**(WATER ASSETS)**  
 Revised for February 2013 Prepayment

6/30/09 Wholesale Share of Net Plant & CWIP:	351,417,305
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13:	2,081,055
Annual Wholesale Revenue Requirement through 6/30/13:	24,972,661

Fiscal Yr	Principal	Interest	Total	Prepay- ment	End Bal (6/30)
Ending					
Jun-10	7,110,596	17,862,065	24,972,661	-	344,306,709
Jun-11	7,484,069	17,488,591	24,972,661	-	336,822,640
Jun-12	7,877,159	17,095,502	24,972,661	-	328,945,481
Jun-13	13,715,985	11,256,676	24,972,661	315,229,496	0
Jun-14	-	-	-	-	-
Jun-15	-	-	-	-	-
Jun-16	-	-	-	-	-
Jun-17	-	-	-	-	-
Jun-18	-	-	-	-	-
Jun-19	-	-	-	-	-
Jun-20	-	-	-	-	-
Jun-21	-	-	-	-	-
Jun-22	-	-	-	-	-
Jun-23	-	-	-	-	-
Jun-24	-	-	-	-	-
Jun-25	-	-	-	-	-
Jun-26	-	-	-	-	-
Jun-27	-	-	-	-	-
Jun-28	-	-	-	-	-
Jun-29	-	-	-	-	-
Jun-30	-	-	-	-	-
Jun-31	-	-	-	-	-
Jun-32	-	-	-	-	-
Jun-33	-	-	-	-	-
Jun-34	-	-	-	-	-
	36,187,809	63,702,834	99,890,643	315,229,496	

Note: The monthly supporting calculation for fiscal year 2012-13 is attached.

**Monthly Calculations for Updated K-3 Schedule for FY 2012-13  
Based on February 2013 Prepayment  
(Water)**

6/30/12 Unpaid Balance 328,945,481  
 Interest Rate: 5.13%  
 Original Term: 25  
 Monthly Principal & Interest Calculation through 6/30/13 2,081,055  
 Annual Wholesale Revenue Requirement through 6/30/13: 24,972,661  
 Prepayment Date 2/27/13

Month Ending	Mo. Pmt	Beginning Balance	Principal <sup>(1)</sup>	Interest <sup>(1)</sup>	Total	Ending Balance	Prepayment
6/30/12		n/a	n/a	n/a	n/a	328,945,481	
7/30/12	2,081,055	328,945,481	674,813	1,406,242	2,081,055	328,270,667	-
8/30/12	2,081,055	328,270,667	677,698	1,403,357	2,081,055	327,592,970	-
9/30/12	2,081,055	327,592,970	680,595	1,400,460	2,081,055	326,912,374	-
10/30/12	2,081,055	326,912,374	683,505	1,397,550	2,081,055	326,228,870	-
11/30/12	2,081,055	326,228,870	686,427	1,394,628	2,081,055	325,542,443	-
12/30/12	2,081,055	325,542,443	689,361	1,391,694	2,081,055	324,853,082	-
1/30/13	2,081,055	324,853,082	692,308	1,388,747	2,081,055	324,160,774	-
2/28/13	2,081,055	324,160,774	695,268	1,385,787	2,081,055	323,465,506	315,229,496 <sup>(1)</sup>
3/30/13	2,081,055	8,236,010	2,045,846	35,209	2,081,055	6,190,164	-
4/30/13	2,081,055	6,190,164	2,054,592	26,463	2,081,055	4,135,572	-
5/30/13	2,081,055	4,135,572	2,063,375	17,680	2,081,055	2,072,196	-
6/30/13	2,081,055	2,072,196	2,072,196	8,859	2,081,055	0	-
<b>Total (Rev K-3):</b>			<b>13,715,985</b>	<b>11,256,676</b>	<b>24,972,661</b>		<b>315,229,496</b>
<b>Current K-3 <sup>(2)</sup>:</b>			<b>8,290,896</b>	<b>16,681,765</b>	<b>24,972,661</b>		
<b>Additional Principal Amortized:</b>			<b>5,425,089</b>				

- (1) Starting in March, the Prepayment is applied to the monthly interest calculations and monthly principal is calculated to maintain monthly principal and interest \$2,081,055 and the annual WRR amount at \$24,972,661 resulting in no impact to the 6/30/13 balancing account compared to no prepayment being made.
- (2) K-3 principal and interest for FY 12-13 on K-3 before prepayment. Provided for reference only.

REVISED ATTACHMENT K-4

(Section 5.03)

ANNUAL PAYMENTS FOR WHOLESALE SHARE OF 6/30/09 NET PLANT & CWIP  
(HETCH HETCHY ASSETS)

Revised for February 2013 Prepayment

6/30/09 Wholesale Share of Net Plant & CWIP:	45,605,655
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13:	270,072
Annual Wholesale Revenue Requirement through 6/30/13:	3,240,861

Fiscal Yr Ending	Principal	Interest	Total	Prepay- ment	End Bal (6/30)
Jun-10	922,787	2,318,074	3,240,861	-	44,682,868
Jun-11	971,255	2,269,606	3,240,861	-	43,711,612
Jun-12	1,022,269	2,218,592	3,240,861	-	42,689,343
Jun-13	1,780,010	1,460,850	3,240,861	40,909,333	0
Jun-14	-	-	-	-	-
Jun-15	-	-	-	-	-
Jun-16	-	-	-	-	-
Jun-17	-	-	-	-	-
Jun-18	-	-	-	-	-
Jun-19	-	-	-	-	-
Jun-20	-	-	-	-	-
Jun-21	-	-	-	-	-
Jun-22	-	-	-	-	-
Jun-23	-	-	-	-	-
Jun-24	-	-	-	-	-
Jun-25	-	-	-	-	-
Jun-26	-	-	-	-	-
Jun-27	-	-	-	-	-
Jun-28	-	-	-	-	-
Jun-29	-	-	-	-	-
Jun-30	-	-	-	-	-
Jun-31	-	-	-	-	-
Jun-32	-	-	-	-	-
Jun-33	-	-	-	-	-
Jun-34	-	-	-	-	-
	4,696,322	8,267,121	12,963,443	40,909,333	

Note: The monthly supporting calculation for fiscal year 2012-13 is attached.

**Monthly Calculations for Updated K Schedules for FY 2012-13  
Based on February 2013 Prepayment  
(Hetch Hetchy)**

6/30/12 Unpaid Balance	42,689,343
Interest Rate:	5.13%
Original Term:	25
Monthly Principal & Interest Calculation through 6/30/13	270,072
Annual Wholesale Revenue Requirement through 6/30/13:	3,240,861
Est. Prepayment Date	2/27/13

Month Ending	Mo. Pmt	Beginning Balance	Principal <sup>(1)</sup>	Interest <sup>(1)</sup>	Total	Ending Balance	Prepayment
6/30/12		n/a	n/a	n/a	n/a	42,689,343	
7/30/12	270,072	42,689,343	87,575	182,497	270,072	42,601,769	-
8/30/12	270,072	42,601,769	87,949	182,123	270,072	42,513,820	-
9/30/12	270,072	42,513,820	88,325	181,747	270,072	42,425,494	-
10/30/12	270,072	42,425,494	88,703	181,369	270,072	42,336,792	-
11/30/12	270,072	42,336,792	89,082	180,990	270,072	42,247,710	-
12/30/12	270,072	42,247,710	89,463	180,609	270,072	42,158,247	-
1/30/13	270,072	42,158,247	89,845	180,227	270,072	42,068,402	-
2/28/13	270,072	42,068,402	90,229	179,842	270,072	41,978,172	40,909,333 <sup>(1)</sup>
3/30/13	270,072	1,068,839	265,502	4,569	270,072	803,337	-
4/30/13	270,072	803,337	266,637	3,434	270,072	536,699	-
5/30/13	270,072	536,699	267,777	2,294	270,072	268,922	-
6/30/13	270,072	268,922	268,922	1,150	270,072	0	-

Total (Rev K-4):	1,780,010	1,460,850	3,240,861	40,909,333
Current K-4 <sup>(2)</sup> :	1,075,962	2,164,899	3,240,861	
Additional Principal Amortized (K-4):	704,048			Combined
Plus Additional K-3 Principal:	5,425,089			Prepayment
<b>Combined Additional Principal:</b>	<b>6,129,137</b>			<b>356,138,829</b>

(1) Starting in March, the Prepayment is applied to the monthly interest calculations and monthly principal is calculated to maintain monthly principal and interest \$270,072 and the annual WRR amount at \$3,240,861, resulting in no impact to the 6/30/13 balancing account compared to no prepayment being made.

(2) K-4 principal and interest for FY 12-13 on K-4 before prepayment.

**REVISED ATTACHMENT K-5**  
**10 YEAR PAYOFF SCHEDULES FOR EXISTING RATE BASE**  
**WATER ENTERPRISE UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS**  
**CONSTRUCTION WORK IN PROGRESS (CWIP)**  
**AS OF JUNE 30, 2009**  
**(Section 5.03C)**

	<u>Revised</u>	<u>Audited</u>	<u>Difference</u> <u>(Increase) from</u>	<u>Audited</u>	<u>Original</u>	<u>Difference</u> <u>(Increase) from</u>	<u>Original</u>
6/30/09 Wholesale Share of Unexpended Appropriations of CWIP	\$ 6,618,478	\$ 6,618,021	\$ 457		\$ 6,613,084	\$ 5,394	
Interest Rate:	4.00%						
Term:	10						
Monthly Principal & Interest Calculation:	\$67,009						
Annual Wholesale Revenue Requirement:	\$804,106	\$804,051	\$ 55		\$803,451	\$655	

Fiscal Yr Ending	Principal	Interest	Annual Payment	Year End Balance
Jun-15	\$549,366	\$254,740	\$804,106	\$6,069,112
Jun-16	\$571,748	\$232,358	\$804,106	\$5,497,363
Jun-17	\$595,042	\$209,064	\$804,106	\$4,902,321
Jun-18	\$619,285	\$184,821	\$804,106	\$4,283,035
Jul-19	\$644,516	\$159,590	\$804,106	\$3,638,519
Jun-20	\$670,775	\$133,332	\$804,106	\$2,967,745
Jun-21	\$698,103	\$106,004	\$804,106	\$2,269,642
Jun-22	\$726,545	\$77,562	\$804,106	\$1,543,097
Jul-23	\$756,145	\$47,961	\$804,106	\$786,952
Jun-24	\$786,952	\$17,155	\$804,106	\$0
<b>Totals:</b>	<b>\$6,618,478</b>	<b>\$1,422,587</b>	<b>\$8,041,065</b>	

REVISED ATTACHMENT K-5  
 10 YEAR PAYOFF SCHEDULES FOR EXISTING RATE BASE  
 HETCH HETCHY ENTERPRISE UNEXPENDED APPROPRIATIONS FOR REVENUE-FUNDED REGIONAL ASSETS  
 CONSTRUCTION WORK IN PROGRESS (CWIP)  
 AS OF JUNE 30, 2009  
 (Section 5.03C)

	<u>Revised</u>	<u>Audited</u>	<u>Difference (Increase) from Audited</u>	<u>Original</u>	<u>Difference (Increase) from Original</u>
6/30/09 Wholesale Share of Unexpended Appropriations of CWIP	\$ 2,923,204	\$ 2,914,484	\$ 8,720	\$ 2,912,877	\$ 10,326
Interest Rate:	4.00%				
Term:	10				
Monthly Principal & Interest Calculation:	\$29,596				
Annual Wholesale Revenue Requirement:	\$355,152	\$354,093	\$ 1,059	\$353,898	\$1,254

Fiscal Yr Ending	Principal	Interest	Total	End. Balance	Principal	Interest	Annual Payment	Year End Balance
Jun-15	\$20,592	\$9,004	\$29,596	\$2,680,563	\$242,640	\$112,512	\$355,152	\$2,680,563
Jun-16	\$21,431	\$8,165	\$29,596	\$2,428,037	\$252,526	\$102,626	\$355,152	\$2,428,037
Jun-17	\$22,304	\$7,292	\$29,596	\$2,165,223	\$262,814	\$92,338	\$355,152	\$2,165,223
Jun-18	\$23,213	\$6,383	\$29,596	\$1,891,701	\$273,522	\$81,631	\$355,152	\$1,891,701
Jul-19	\$24,159	\$5,437	\$29,596	\$1,607,036	\$284,665	\$70,487	\$355,152	\$1,607,036
Jun-20	\$25,143	\$4,453	\$29,596	\$1,310,773	\$296,263	\$58,889	\$355,152	\$1,310,773
Jun-21	\$26,167	\$3,429	\$29,596	\$1,002,440	\$308,333	\$46,819	\$355,152	\$1,002,440
Jun-22	\$27,233	\$2,363	\$29,596	\$681,544	\$320,895	\$34,257	\$355,152	\$681,544
Jul-23	\$28,343	\$1,253	\$29,596	\$347,575	\$333,969	\$21,183	\$355,152	\$347,575
Jun-24	\$29,498	\$98	\$29,596	(\$0)	\$347,575	\$7,577	\$355,152	(\$0)
Totals:	\$2,923,204	\$628,318	\$3,551,522		\$2,923,204	\$628,318	\$3,551,522	

Review of Unexpended Balances of Appropriated Funds (Not Included in CWIP as of 6/30/2009)  
 Construction Work in Progress As of June 30, 2009  
 (Section 5.03.C)

Project	Project Title	Fund Type	Subfund	Classification	Appropriation As of June 30, 2009	YTD Expenditures As of June 30, 2009	PTD Expenditures As of June 30, 2009	Encumbrances As of June 30, 2009	Available Balance As of June 30, 2009	Expenditures in						Total Expenditures	Unused Balance	Encumbrances As of June 30, 2015	Appropriation Transfer Out through Closeout Process	DEOBLIGATE / OBLIGATION	Unexpended Balances of Appropriation after Closeout and Deobligate				
										(A)	(B)	(C)	(D) = (A) - (B) - (C)	(E1)	(E2)							(E3)	(E4)	(E5)	(E6)
										(E) = (E1) + (E2) + (E3) + (E4) + (E5) + (E6)	(F) = (C) + (D) - (E)	(G)	(H)	(I)	(J) = (A) - (B) - (E) - (G) - (H) - (I)										
<b>Water Assets:</b>																									
Addition to K-5	CUW111	CRYSTAL SP RES OP PLAN <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 1,058,054	\$ -	\$ 1,023,222	\$ -	\$ 34,832	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,832	\$ -	\$ 34,832	\$ -					
Addition to K-5	CUW112	CRYSTAL SPRINGS P/L NO 1-PHASE 2 <sup>5</sup>	SW	AAAACP	REGIONAL	\$ 2,422,523	\$ 207	\$ 1,375,634	\$ -	\$ 1,046,889	\$ 1,327	\$ 99	\$ -	\$ -	\$ -	\$ 1,426	\$ 1,045,463	\$ -	\$ 1,045,463	\$ -					
Addition to K-5	CUW118	MILLBRAE SHOP-PHASE 2-B <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 11,263,269	\$ 3,998	\$ 11,014,662	\$ -	\$ 248,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 248,607	\$ -	\$ 248,607	\$ -					
K-5	CUW135	NEW LINE & BYPASS VALVES <sup>5</sup>	SW	AAAACP	REGIONAL	\$ 4,829,680	\$ 2,103	\$ 4,689,067	\$ -	\$ 140,613	\$ 23,027	\$ 1,453	\$ -	\$ -	\$ -	\$ 24,480	\$ 116,133	\$ -	\$ 116,133	\$ -					
K-5	CUW143	HETCH HETCHY WATER TREATMENT PLAN <sup>8,10</sup>	SW	AAAACP	REGIONAL	\$ 18,821,529	\$ 164,267	\$ 18,616,320	\$ 47,947	\$ 157,262	\$ 36,572	\$ 7,125	\$ -	\$ -	\$ -	\$ 43,697	\$ 161,512	\$ -	\$ 161,512	\$ -					
K-5	CUW148	ENVIRONMENTAL & REGULATORY COMP <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 3,241,279	\$ 990	\$ 3,015,985	\$ -	\$ 225,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,294	\$ -	\$ 225,294	\$ -					
K-5	CUW161	TREATMENT FACILITIES IMPROVEMENTS <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 15,028,319	\$ 334	\$ 14,747,873	\$ -	\$ 280,446	\$ 580	\$ 45,176	\$ -	\$ -	\$ -	\$ 45,756	\$ 234,690	\$ -	\$ 234,690	\$ -					
K-5	CUW168	ALAMEDA CREEK FISH RELEASE	SW	AAAACP	REGIONAL	\$ 1,537,398	\$ 100,642	\$ 1,094,937	\$ 125,057	\$ 317,404	\$ 11,523	\$ 67,487	\$ 31,045	\$ 2,233	\$ (6,684)	\$ 105,604	\$ 336,857	\$ 7,068	\$ 329,789	\$ -					
K-5	CUW202	SAN ANTONIO PIPELINE EMERGENCY REPAIR	SW	AAAACP	REGIONAL	\$ 1,400,000	\$ (339,465)	\$ 923,712	\$ 16,032	\$ 460,256	\$ 5,936	\$ 5,366	\$ -	\$ -	\$ -	\$ 11,302	\$ 464,986	\$ -	\$ 464,986	\$ -					
K-5	CUW210	MILLBRAE ADMIN BLDG INTERIM REMODEL <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 2,407,700	\$ 284,902	\$ 1,935,204	\$ 160	\$ 472,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 472,496	\$ -	\$ 472,496	\$ -					
K-5	CUW227	WATERSHED FENCES/FACILITIES <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 3,000,000	\$ 530,822	\$ 2,548,376	\$ 494,574	\$ (42,950)	\$ 221,715	\$ 38,212	\$ -	\$ -	\$ -	\$ 259,927	\$ 191,697	\$ -	\$ 191,697	\$ -					
K-5	CUW228	WATERSHED ROADS RECONSTRUCTION <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 5,170,000	\$ 85,843	\$ 4,415,913	\$ 2,742	\$ 751,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 754,087	\$ -	\$ 754,087	\$ -					
K-5	CUW231	MILLBRAE LAB CAPITAL IMPROVEMENTS <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 770,000	\$ 40,678	\$ 553,694	\$ -	\$ 216,306	\$ 42,703	\$ 54,851	\$ -	\$ -	\$ -	\$ 97,554	\$ 118,752	\$ -	\$ 118,752	\$ -					
K-5	CUW241	FACILITIES MAINT SUPPORT STRUCTURES <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 5,000,000	\$ 8,390	\$ 4,988,882	\$ -	\$ 11,118	\$ 1,745	\$ -	\$ -	\$ -	\$ -	\$ 1,745	\$ 9,373	\$ -	\$ 9,373	\$ -					
K-5	CUW242	DEMOLITION UNSAFE STRUCTURES <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 1,000,000	\$ 24,867	\$ 410,040	\$ 21,524	\$ 568,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 589,960	\$ -	\$ 589,960	\$ -					
K-5	CUW250	WATERSHED TRAILS & RECREATION IMPROV <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 387,639	\$ 9,431	\$ 112,689	\$ 11,233	\$ 263,717	\$ 4,558	\$ -	\$ -	\$ -	\$ -	\$ 4,558	\$ 270,392	\$ -	\$ 270,392	\$ -					
K-5	CUW253	FACILITIES SECURITY PROJECT <sup>4,5</sup>	SW	AAAACP	REGIONAL	\$ 5,300,000	\$ 234,328	\$ 4,308,224	\$ 142,789	\$ 848,987	\$ 142,346	\$ 100,591	\$ 748,839	\$ -	\$ -	\$ 991,776	\$ -	\$ -	\$ -	\$ -					
K-5	CUW257	WATER PROTECTION <sup>1,5</sup>	SW	AAAACP	REGIONAL	\$ 1,448,720	\$ 113,871	\$ 497,747	\$ 481,704	\$ 469,269	\$ 357,690	\$ 593,283	\$ -	\$ -	\$ -	\$ 950,973	\$ -	\$ -	\$ -	\$ -					
K-5	CUW261	REGIONAL WATER STORAGE RNR - BUDGET <sup>1,5</sup>	SW	AAAACP	REGIONAL	\$ 1,750,000	\$ 430,990	\$ 706,684	\$ 283,219	\$ 760,097	\$ 1,043,316	\$ -	\$ -	\$ -	\$ -	\$ 1,043,316	\$ -	\$ -	\$ -	\$ -					
K-5	CUW262	TREATMENT FACs/WQ IMPROVE - BUDGET <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 4,801,000	\$ 896,697	\$ 3,201,827	\$ 293,371	\$ 1,305,802	\$ 622,441	\$ 473,078	\$ 33,103	\$ 24,981	\$ -	\$ 1,153,603	\$ 445,570	\$ -	\$ -	\$ 445,570					
K-5	CUW263	CONVEYANCE/TRANSMISSION - BUDGET <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 7,825,000	\$ 1,404,501	\$ 4,019,441	\$ 381,217	\$ 3,424,342	\$ 2,062,574	\$ 749,747	\$ 217,706	\$ 1,642	\$ 446,362	\$ 3,478,031	\$ 327,528	\$ 327,528	\$ -	\$ -					
K-5	CUW264	WATERSHED ROADS - BUDGET <sup>8</sup>	SW	AAAACP	REGIONAL	\$ 3,000,000	\$ 202,638	\$ 1,517,064	\$ 145,665	\$ 1,337,271	\$ 687,176	\$ 473,915	\$ 69,916	\$ 17,763	\$ 118,158	\$ 1,753	\$ 1,368,681	\$ 114,255	\$ -	\$ -	\$ 114,255				
K-5	CUW127	INSTSCADA SYSTEM <sup>7,8</sup>	SW	AAAACP	LOCAL/REGIONAL	\$ 13,156,681	\$ 6,221,108	\$ 12,393,475	\$ -	\$ 763,206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 763,206	\$ -	\$ 763,206	\$ -					
K-5	CUW392	PROGRAM MANAGEMENT SERVICES - WSIF <sup>2,4,8,10</sup>	SW	AAAACP	LOCAL/REGIONAL	\$ 1,000,000	\$ (92,112)	\$ 758,065	\$ 33,289	\$ 208,646	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ 2	\$ 241,933	\$ -	\$ 241,933	\$ -					
K-5	CUW710	OCIP PROJECT CONTROL <sup>2,8</sup>	SW	AAAACP	LOCAL/REGIONAL	\$ 2,497,881	\$ 235,706	\$ 2,496,959	\$ -	\$ 922	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 922	\$ -	\$ 922	\$ -	\$ -					
	CUH977-03	HH MATHER FACILITIES	ST	AAAACP	Local	\$ 73,000	\$ 13,327	\$ 55,989	\$ -	\$ 17,011	\$ 17,011	\$ -	\$ -	\$ -	\$ -	\$ 17,011	\$ -	\$ -	\$ -	\$ -					
<b>TOTAL ALL PROJECTS PER K-5</b>						<b>\$ 118,189,672</b>	<b>\$ 10,579,063</b>	<b>\$ 101,421,685</b>	<b>\$ 2,480,523</b>	<b>\$ 14,287,464</b>	<b>\$ 5,282,240</b>	<b>\$ 2,610,385</b>	<b>\$ 1,100,609</b>	<b>\$ 46,619</b>	<b>\$ 557,836</b>	<b>\$ 1,753</b>	<b>\$ 9,599,442</b>	<b>\$ 7,168,545</b>	<b>\$ 334,596</b>	<b>\$ 6,274,124</b>	<b>\$ -</b>	<b>\$ 559,825</b>			
LOCAL PROJECTS						\$ 73,000	\$ 13,327	\$ 55,989	\$ -	\$ 17,011	\$ 17,011	\$ -	\$ -	\$ -	\$ -	\$ 17,011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
JOINT LOCAL AND REGIONAL PROJECTS						\$ 16,654,562	\$ 6,364,702	\$ 15,648,499	\$ 33,289	\$ 972,774	\$ -	\$ 2	\$ -	\$ -	\$ -	\$ 2	\$ 1,006,061	\$ -	\$ 1,006,061	\$ -	\$ -				
REGIONAL PROJECTS						\$ 101,462,110	\$ 4,201,034	\$ 85,717,197	\$ 2,447,234	\$ 13,297,679	\$ 5,265,229	\$ 2,610,383	\$ 1,100,609	\$ 46,619	\$ 557,836	\$ 1,753	\$ 9,582,429	\$ 6,162,484	\$ 334,596	\$ 5,268,063	\$ -	\$ 559,825			
<b>TOTAL ALL PROJECTS PER K-5</b>						<b>\$ 118,189,672</b>	<b>\$ 10,579,063</b>	<b>\$ 101,421,685</b>	<b>\$ 2,480,523</b>	<b>\$ 14,287,464</b>	<b>\$ 5,282,240</b>	<b>\$ 2,610,385</b>	<b>\$ 1,100,609</b>	<b>\$ 46,619</b>	<b>\$ 557,836</b>	<b>\$ 1,753</b>	<b>\$ 9,599,442</b>	<b>\$ 7,168,545</b>	<b>\$ 334,596</b>	<b>\$ 6,274,124</b>	<b>\$ -</b>	<b>\$ 559,825</b>			
<b>Proportional Water Use per J-Table</b>																									
											66.67%	65.86%	65.83%	66.56%	67.63%	65.67%									
<b>Wholesale Share before Customer Information System</b>											\$ 3,510,328	\$ 1,719,198	\$ 724,531	\$ 31,030	\$ 377,264	\$ 1,151	\$ 6,363,503								
Addition to K-5	CUW690	CUSTOMER INFORMATION SYSTEM <sup>3</sup>	SW	AAAACP	LOCAL/REGIONAL	\$ 8,856,574	\$ 3,786,403	\$ 5,757,389	\$ 1,384,017	\$ 1,715,168	\$ 2,400,419	\$ 47,133	\$ 523,304	\$ 40,839	\$ 24,696	\$ -	\$ 3,036,391	\$ 62,794	\$ 51,242	\$ 11,552	\$ -				
Water Regional share (49.7% of Customer Information System up to FY 2013 and 51.2% for FY 2014)						\$ 1,193,008	\$ 23,425	\$ 260,082	\$ 20,297	\$ 12,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,509,457									
<b>Wholesale share (2% from Water Regional share)</b>						\$ 23,860	\$ 469	\$ 5,202	\$ 406	\$ 253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,189									
<b>Wholesale Share after Customer Information System</b>						\$ 3,534,188	\$ 1,719,667	\$ 729,733	\$ 31,436	\$ 377,517	\$ 1,151	\$ 6,393,692													
<b>Pooled Interest Rate in FY 2010-11</b>											1.24%	-	-	-	-	-									
<b>Pooled Interest Rate in FY 2011-12</b>											1.11%	1.11%	-	-	-	-									
<b>Pooled Interest Rate in FY 2012-13</b>											0.85%	0.85%	0.85%	-	-	-									
<b>Pooled Interest Rate in FY 2013-14</b>											0.663%	0.663%	0.663%	0.663%	-	-									
<b>Estimated Pooled Interest Rate in FY 2014-15 (as of March 31, 2015)</b>											0.499%	0.499%	0.499%	0.499%	0.499%	0.499%									
<b>Interest Amount in FY 2010-11</b>						\$ 43,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,824									
<b>Interest Amount in FY 2011-12</b>						\$ 39,229	\$ 19,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,318										
<b>Interest Amount in FY 2012-13</b>						\$ 30,041	\$ 14,617	\$ 6,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,860											
<b>Interest Amount in FY 2013-14</b>						\$ 23,432	\$ 11,401	\$ 4,838	\$ 208	\$ -	\$ -	\$ -	\$ -	\$ 39,880											
<b>Estimated Interest Amount in FY 2014-15 (as of March 31, 2015)</b>						\$ 17,636	\$ 8,581	\$ 3,641	\$ 157	\$ 1,884	\$ 6	\$ 31,905													
<b>Balance due from Wholesale Customers</b>						\$ 3,688,350	\$ 1,773,355	\$ 744,415	\$ 31,801	\$ 379,401	\$ 1,157	\$ 6,618,478													



Project	Project Title	Fund Type	Subfund	Classification	(A)	(B)	(C)	(D) = (A) - (B) - (C)	(E1)	(E2)	(E3)	(E4)	(E5)	(E6)	(E) = (E1) + (E2) + (E3)+(E4)+(E5) + (E6)	(F) = (C) + (D) - (E)	(G)	(H)	(I)	(J) = (A) - (B) - (E) - (G) - (H) - (I)
					Appropriation As of June 30, 2009	YTD Expenditures As of June 30, 2009	PTD Expenditures As of June 30, 2009	Encumbrances As of June 30, 2009	Available Balance As of June 30, 2009	Expenditures in					Total Expenditures	Unused Balance	Encumbrances As of June 30, 2015	Appropriation Transfer Out through Closeout Process As of June 30, 2015	DEOBLIGATE / OBLIGATION As of June 30, 2015	Unexpended Balances of Appropriation after Closeout and Deobligate As of June 30, 2015
	Pooled Interest Rate in FY 2010-11		(DDD1)						1.24%	-	-	-	-	-						
	Pooled Interest Rate in FY 2011-12		(DDD2)						1.11%	1.11%	-	-	-	-						
	Pooled Interest Rate in FY 2012-13		(DDD3)						0.85%	0.85%	0.85%	-	-	-						
	Pooled Interest Rate in FY 2013-14		(DDD4)						0.663%	0.663%	0.663%	0.663%	-	-						
	Estimated Pooled Interest Rate in FY 2014-15 (as of March 31, 2015)		(DDD5)						0.499%	0.499%	0.499%	0.499%	0.499%	0.499%						
	Interest Amount in FY 2010-11		(EEE1) = (CCC) x (DDD1)						\$ 25,884	\$ -	\$ -	\$ -	\$ -	\$ -						\$ 25,884
	Interest Amount in FY 2011-12		(EEE2) = (CCC) x (DDD2)						\$ 23,171	\$ 5,978	\$ -	\$ -	\$ -	\$ -						\$ 29,148
	Interest Amount in FY 2012-13		(EEE3) = (CCC) x (DDD3)						\$ 17,743	\$ 4,577	\$ 1,006	\$ -	\$ -	\$ -						\$ 23,327
	Interest Amount in FY 2013-14		(EEE4) = (CCC) x (DDD4)						\$ 13,840	\$ 3,570	\$ 785	\$ 277	\$ -	\$ -						\$ 18,195
	Estimated Interest Amount in FY 2014-15 (as of March 31, 2015)		(EEE5) = (CCC) x (DDD5)						\$ 10,416	\$ 2,687	\$ 591	\$ 209	\$ 106	\$ 27						\$ 13,694
	Balance due from Wholesale Customers		(FFF) = (CCC) + (EEE1) + (EEE2) + (EEE3) + (EEE4) + (EEE5)						\$ 2,178,506	\$ 555,338	\$ 120,777	\$ 42,279	\$ 21,384	\$ 5,538						\$ 2,923,204

Notes:

- Total expenditure only included amount up to the Unused Balance.
- Expenditures under projects CUW392 and CUW710 were re-allocated to various projects. As a result, there are zero balance in expenditures for these projects.
- Project CUW690 - Customer Care & Billing System will be specially allocated due to limit to Customer Services % (2%) in WSA contract section 5.05E.
- There is a difference in Appropriation Balance as of March 31, 2009 vs. June 30, 2009.
- Actual expenditures exceed available fund balance, assume the exceed expenditures are from encumbrances.
- This project has been closed out as of June 6, 2013.
- This project is split 64.3%/35.7%, Joint/City per Revised Attachment K-2.
- This project has been closed out as of June 30, 2012.
- Project is included as part of the revenue funded capital project.
- Project is included as part of the Water Enterprise revenue bond funded capital project.
- Projects CUH975 and CUH977 were funded by revenue in FY 2009-10 and FY 2010-11. However, starting in FY 2011-12, these two projects were funded by Water Revenue Bond Series 2011B. As a result, Wholesale Customers were refunded \$10,838,326 (\$10,519,682 collected in FY 2009-10 and FY 2010-11 plus interest of \$318,644) in FY 2011-12.
- Intentionally left blank.
- There is a difference in Appropriation Balance as of March 31, 2009 vs. June 30, 2009.
- Per discussion with Carlos Jacobo, project CUH810 is a custom work project and should be "POWER" not "JOINT". These custom works are mainly for street light maintenance.

# ATTACHMENT L

**ATTACHMENT L-1  
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL  
(Section 5.04)**

<b>Project Number</b>	<b>Project Description</b>
<b>REGIONAL</b>	
<b>San Joaquin Region</b>	
CUW373	Regional San Joaquin Pipeline System Rehabilitation
CUW384	Regional Tesla Advance Disinfection
CUW387	Regional Tesla Portal Disinfection
<b>Sunol Valley Region</b>	
CUW352	Regional Alameda Creek Fishery Enhancement
CUW355	Regional Stand-by Power - Various Locations
CUW359	Regional New Irvington Tunnel/Alameda Siphon No. 4
CUW370	Regional Pipeline Readiness Improvements
CUW374	Regional Calaveras Dam Replacement
CUW381	Regional SWWTP 40 mgd Addition
CUW382	Regional SWWTP Finished Water Reservoir
CUW386	Regional San Antonio Pump Station Upgrade
<b>Bay Division Region</b>	
CUW353	Regional Seismic Upgrade BDPL 3 & 4
CUW363	Regional SCADA Phase II/Security Upgrades
CUW368	Regional BDPL Reliability Upgrades
CUW380	Regional BDPL 3 & 4 Crossover
CUW389	Regional EBMUD Intertie
CUW393	Regional BDPL 4 Slipline
<b>Peninsula Region</b>	
CUW354	Regional Lower Crystal Springs Dam Improvement
CUW356	Regional Crystal Springs Bypass Tunnel
CUW357	Regional Adit Leak Repairs
CUW361	Regional Pulgas Balancing Reservoir Rehabilitation and Improvements
CUW365	Regional Cross Connection Control
CUW366	Regional HTWTP Short Term Improvements
CUW367	Regional HTWTP Long Term Improvements
CUW369	Regional Capuchino Valve Lot Improvements
CUW371	Regional Crystal Springs/San Andreas Transmission
CUW378	Regional Crystal Springs Pipeline 2 Replacement
CUW379	Regional San Andreas Pipeline 3 Installation
CUW390	Regional Desalination
CUW391	Regional Baden & San Pedro Valve Lots Improvements

**ATTACHMENT L-1  
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL  
(Section 5.04)**

<b>Project Number</b>		<b>Project Description</b>
<b>San Francisco Region</b>		
CUW358	Regional	Sunset Reservoir Upgrades - North Basin
CUW372	Regional	University Mound Reservoir Upgrades - North Basin
<b>System-Wide</b>		
CUW388	Regional	PEIR
CUW392	Regional	Program Management Services
CUW394	Regional	Watershed Land Acquisition
<b>RETAIL</b>		
<b>Reservoirs</b>		
CUW307	Local	Summit Reservoir Rehabilitation
CUW310	Local	New Northwest Reservoir
CUW319	Local	Hunters Point Reservoir Rehabilitation
CUW334	Local	Stanford Heights Reservoir Rehabilitation
CUW335	Local	Potrero Heights Reservoir Rehabilitation
CUW337	Local	Sutro Reservoir Rehabilitation
<b>Pump Stations/Tanks</b>		
CUW306	Local	Crocker Amazon Pump Station Upgrade
CUW309	Local	Lake Merced Pump Station Upgrade
CUW314	Local	La Grande Tank Upgrade
CUW318	Local	Forest Hill Tank Rehabilitation
CUW320	Local	Forest Hill Pump Station Upgrade
CUW321	Local	Forest Knoll Pump Station Upgrade
CUW322	Local	Lincoln Park Pump Station Upgrade
CUW323	Local	Alemanys Pump Station Upgrade
CUW324	Local	Mount Davidson Pump Station Upgrade
CUW326	Local	Palo Alto Pump Station Upgrade
CUW326	Local	Sktview-AquaVista Pump Station Upgrade
CUW327	Local	Summit Pump Station Upgrade
CUW328	Local	McLaren #1 Tank Rehabilitation
CUW329	Local	Potrero Heights Tank Seismic Upgrade
CUW330	Local	Forest Knoll Tank Seismic Upgrade
CUW331	Local	Lincoln Park Tank Seismic Upgrade
CUW332	Local	McLaren #2 Tank Rehabilitation
CUW333	Local	Mount Davidson Tank Seismic Upgrade
CUW338	Local	La Grande Pump Station Upgrade
CUW339	Local	Potrero Heights Pump Station Upgrade
CUW340	Local	Vista Francisco Pump Station Upgrade

**ATTACHMENT L-1  
IDENTIFICATION OF WSIP PROJECTS AS REGIONAL/RETAIL  
(Section 5.04)**

<b>Project Number</b>		<b>Project Description</b>
		<b>Pipelines/Valves</b>
CUW304	Local	North University Mound System Upgrade
CUW308	Local	Motorize Key Valves
CUW311	Local	Sunset Circulation Improvements
CUW312	Local	Lincoln Way Transmission Line
CUW313	Local	Noe Valley Transmission Main, Phase 2
CUW315	Local	East/West Transmission Main
CUW316	Local	Fulton @ Sixthe Ave Main Replacement
		<b>Water Supply/Water Quality</b>
CUW301	Local	Groundwater
CUW302	Local	Recycled Water
CUW364	Local	Lawrence-Livermore National Laboratory Water Quality Improvements
		<b>Miscellaneous</b>
CUW303	Local	Vehicle Service Facility Upgrade
CUW305	Local	Fire Protection at CCD

03/13/06

**\$507,815,000**  
**PUBLIC UTILITIES COMMISSION**  
**OF THE CITY AND COUNTY OF SAN FRANCISCO**  
**SAN FRANCISCO WATER REVENUE BONDS, 2006 SERIES A**

**\$110,065,000**  
**PUBLIC UTILITIES COMMISSION**  
**OF THE CITY AND COUNTY OF SAN FRANCISCO**  
**SAN FRANCISCO WATER REVENUE BONDS, 2006 REFUNDING SERIES B**

**CERTIFICATE REGARDING USE OF PROCEEDS**

The undersigned hereby states and certifies as follows:

(i) The undersigned is the General Manager of the Public Utilities Commission of the City and County of San Francisco (the "Commission"), and is authorized to execute this certificate on behalf of the Commission and is knowledgeable with respect to the matters set forth herein.

(ii) On the date hereof, the Commission is issuing the two series of bonds captioned above (the "2006 Series A Bonds," the "2006 Refunding Series B Bonds" and, together, the "Bonds") pursuant to an Amended and Restated Indenture dated as of August 1, 2002 and the First Supplemental Indenture dated as of March 1, 2006 (collectively, the "Indenture"), both by and between the Commission and U.S. Bank National Association, as trustee (the "Trustee").

(iii) The Trustee will transfer and deposit the proceeds of the 2006 Series A Bonds received by the Trustee on the date hereof as follows:

(1) \$48,212,528.32 will be deposited in the 2006 Series A Capitalized Interest Account established within the Interest Fund;

(2) \$15,958,031.25 will be deposited in the 2006 Series A Reserve Account of the Bond Reserve Fund;

(3) \$623,906.09 will be deposited in the 2006 Series A Costs of Issuance Fund;

(4) \$120,622,352.19 will be deposited in the 2006 Series A Refunding Fund and transferred pursuant to Irrevocable Refunding Instructions of the Commission dated the date hereof; and

(5) the remaining \$338,600,816.86 will be transferred to the Treasurer for deposit to the 2006 Series A Project Fund.

(iv) The proceeds of the 2006 Series A Bonds transferred pursuant to the Irrevocable Refunding Instructions of the Commission will be used to defease and refund the Commission's Commercial Paper Notes (Water Series) on a current basis. The Notes were issued to finance a portion of the facilities described in Exhibit A hereto.

(v) The proceeds of the Bonds deposited in the 2006 Series A Project Fund will be used to finance a portion of the facilities described in Exhibit A hereto.

(vi) The Trustee will transfer and deposit the proceeds of the 2006 Refunding Series B Bonds received by the Trustee on the date hereof as follows:

(1) \$192,498.04 will be deposited in the 2006 Refunding Series B Costs of Issuance Fund; and

(2) \$111,178,241.95 will be deposited in the 2006 Refunding Series B Refunding Fund.

(vii) The proceeds of the Bonds deposited in the 2006 Refunding Series B Refunding Fund, together with amounts on deposit in the funds and accounts established under the Indenture for the Commission's San Francisco Water Revenue Bonds, 1996 Series A (the "1996 Series A Bonds") and its San Francisco Water Revenue Bonds, 2001 Series A (the "2001 Series A Bonds"), will be used to refund on an advance basis a portion of the outstanding 1996 Series A Bonds and a portion of the outstanding 2001 Series A Bonds. The portion of the 1996 Series A Bonds being refunded were issued to finance the facilities (the "1996 Project") described in Exhibit B hereto, and the portion of the 2001 Series A Bonds being refunded were used to finance the facilities (the "2001 Project") described in Exhibit B hereto.

(viii) Exhibit C hereto attached describes (A) each use to be made by any person of the Project, the 1996 Project and the 2001 Project other than use by the Commission and other non-federal governmental units and other than use by members of the public generally, and (B) payments (if any) directly or indirectly in respect of such use which are to be made after the date hereof;

(ix) Other than as set forth in Exhibit A and Exhibit B, no portion of the proceeds of the Bonds will be used, directly or indirectly, to make or finance a loan to any person (other than a State or local government unit) or to acquire property which will be sold or leased to any person (other than a State or local government unit) on an installment a sale basis except as referenced in Exhibit C.

(x) The Commission expects to use the Project for the purposes referenced and discussed in Exhibit A, Exhibit B, Exhibit C and Exhibit D or for other governmental purposes of the Commission during the entire term of the Bonds.

(xi) Set forth on Exhibit D is the Commission's methodology for determining governmental use and private use with respect to the water enterprise.

(xii) To the best knowledge of the undersigned, the above statements are reasonable and there are no other facts, estimates or circumstances, other than those set forth herein, that would materially affect the statements made herein.

Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

IN WITNESS WHEREOF, I have hereunto set my name this 15th day of March, 2006.

PUBLIC UTILITIES COMMISSION OF THE  
CITY AND COUNTY OF SAN FRANCISCO

By: \_\_\_\_\_

General Manager

**ATTACHMENT L-2 (CONTINUED)**  
**WATER ENTERPRISE REVENUE BOND 2006 SERIES A**  
**SUMMARY OF SOURCES AND USES OF FUNDS**  
**(Section 5.04)**

**Source: Closing Documents (Certificate Regarding Use of Proceeds)**

**Proceeds**

Principal	507,815,000.00
Plus Premium	19,109,138.35
Minus Underwriter's Discount	(932,940.06)
Minus Insurance	<u>(1,973,563.58)</u>
Net Proceeds	524,017,634.71

**Use of Proceeds**

Capitalized Interest Fund	48,212,528.32	
Bond Reserve Fund	15,958,031.25	
Insurance Fund	623,906.09	
Series A Refunding Fund	120,622,352.19	} 459,223,169.05
Series A Project Fund	<u>338,600,816.86</u>	
Total Uses	524,017,634.71	

	<b>Commercial Paper</b>	<b>Project Fund</b>	<b>Total</b>
<b>Hetch Hetchy</b>			
Tesla Portal Disinfection	251,262.58	1,147,302.42	1,398,565.00
Advance Disinfection	429,714.76	5,611,554.24	6,041,269.00
SJPL	<u>4,737,937.28</u>	<u>17,784,667.72</u>	<u>22,522,605.00</u>
Total Hetch Hetchy	5,418,914.62	24,543,524.38	29,962,439.00
<b>SF Regional</b>			
University Mound - North	55,728.10	5,964,279.90	6,020,008.00
Sunset - North	7,525,896.84	28,782,094.16	36,307,991.00
Groundwater	3,400,973.67	2,963,110.33	6,364,084.00
Recycled Water	<u>1,548,036.76</u>	<u>11,316,958.24</u>	<u>12,864,995.00</u>
Total SF Regional	12,530,635.37	49,026,442.63	61,557,078.00
<b>SF Local</b>	45,405,787.71	106,407,313.30	151,813,101.01
<b>Sunol Valley Subregional</b>			
Calaveras Dam	9,065,945.51	15,993,818.49	25,059,764.00
Stand-by Power	556,398.67	1,207,319.33	1,763,718.00
Pipeline Readiness	649,566.31	4,942,205.69	5,591,772.00
SAPS Upgrade	213,423.44	1,748,134.56	1,961,558.00
SVWTP Finished Water Res	3,317,203.82	7,838,383.18	11,155,587.00
Irvington Tunnel	4,084,139.65	18,247,176.35	22,331,316.00
Alameda Creek Fishery	656,765.00	1,327,119.00	1,983,884.00
SVWTP 40 mgd Addition	<u>25,378.75</u>	<u>3,474,585.25</u>	<u>3,499,964.00</u>
Total Sunol Valley Subregional	18,568,821.15	54,778,741.85	73,347,563.00

**ATTACHMENT L-2 (CONTINUED)**  
**WATER ENTERPRISE REVENUE BOND 2006 SERIES A**  
**SUMMARY OF SOURCES AND USES OF FUNDS**  
**(Section 5.04)**

Miscellaneous				
PEIR	3,204,177.44	5,103,872.56	8,308,050.00	
PPPCMS Services	2,964,786.31	10,358,811.69	13,323,598.00	
Watershed Land Acquisition	-	502,660.00	502,660.00	
Total Miscellaneous	6,168,963.75	15,965,344.25	22,134,308.00	
LLNL	133,156.60	282,702.40	415,859.00	
Bay Division Subregional				
Seismic Upgrade BDPL 3 & 4	4,758,306.54	16,481,539.46	21,239,846.00	
BDPL Reliability	4,360,664.44	40,874,800.56	45,235,465.00	
BDPL 3 & 4 Crossover	802,494.94	493,817.06	1,296,312.00	
SCADA Phase II	65,497.37	1,247,963.63	1,313,461.00	
EBMUD Intertie	6,668,906.37	4,075,015.63	10,743,922.00	
BDPL 4 Slipline	-	1,219,251.00	1,219,251.00	
Total Bay Division Subregional	16,655,869.66	64,392,387.34	81,048,257.00	
Peninsula Subregional				
Capuchino Valve Lot	162,584.69	753,779.31	916,364.00	
CS/SA Transmission	2,288,853.10	3,448,975.90	5,737,829.00	
Adit Leak Repair	255,334.99	1,650,368.01	1,905,703.00	
HTWTP Short Term	2,874,763.69	3,582,860.31	6,457,624.00	
Cross Connection Control	1,150,559.48	324,549.52	1,475,109.00	
CS Bypass Tunnel	2,873,475.22	15,532,584.78	18,406,060.00	
LCS Dam Improvement	931,587.07	3,278,932.93	4,210,520.00	
Pulgas Balancing Reservoir	1,218,341.39	2,706,284.61	3,924,626.00	
HTWTP Long Term	1,107,185.77	2,549,793.23	3,656,979.00	
Baden & San Pedro Valve Lots	60,203.48	2,963,540.52	3,023,744.00	
Total Peninsula Subregional	12,922,888.88	36,791,669.12	49,714,558.00	
San Francisco Subregional				
CSPL 2 Replacement	1,269,111.95	5,019,824.05	6,288,936.00	
SAPL 3	1,492,584.40	1,942,479.60	3,435,064.00	
Desalination	55,618.10	596,473.90	652,092.00	
Total San Francisco Subregional	2,817,314.45	7,558,777.55	10,376,092.00	
Grand Total	120,622,352.19	359,746,902.82	480,369,255.01	
Regional			328,140,295.00	68.31%
Local			152,228,960.01	31.69%
			480,369,255.01	

This certificate is for illustration only. It was prepared in 2006 and shown groundwater and recycled water projects as regional instead of local. In addition, it does not reflect expenditures for the portions of regional assets which in rate base as of June 30, 2008 nor what is expected to be added to rate base through June 30, 2009. For these reasons, the percentages shown for regional and local projects are not accurate.

ATTACHMENT L-3  
WATER ENTERPRISE REVENUE BOND 2006 SERIES A  
ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS  
AS OF JUNE 30, 2009  
(Section 5.04 A)

Project Number		Project Description	Net Financing Proceeds <sup>1</sup>	Appropriated Interest Earnings <sup>2</sup>	Adjusted Project Funding	Expenditures Thru 6/30/09 <sup>3</sup>	Remaining Balance
<b>REGIONAL PROGRAM</b>							
<b>San Joaquin Region</b>							
CUW373	Regional	San Joaquin Pipeline System Rehabilitation	1,398,565				
CUW384	Regional	Tesla Advance Disinfection	6,041,269				
CUW387	Regional	Tesla Portal Disinfection	22,522,605				
		<b>Total San Joaquin Region</b>	<b>29,962,439</b>				
<b>Sunol Valley Region</b>							
CUW352	Regional	Alameda Creek Fishery Enhancement	1,983,884				
CUW355	Regional	Stand-by Power - Various Locations	1,763,718				
CUW359	Regional	New Irvington Tunnel//Alameda Siphon No. 4	22,331,316				
CUW370	Regional	Pipeline Readiness Improvements	5,591,772				
CUW374	Regional	Calaveras Dam Replacement	25,059,764				
CUW381	Regional	SVWTP 40 mgd Addition	3,499,964				
CUW382	Regional	SVWTP Finished Water Reservoir	11,155,587				
CUW386	Regional	San Antonio Pump Station Upgrade	1,961,558				
		<b>Total Sunol Valley Region</b>	<b>73,347,563</b>				
<b>Bay Division Region</b>							
CUW353	Regional	Seismic Upgrade BDPL 3 & 4	21,234,846				
CUW363	Regional	SCADA Phase II/Security Upgrades	1,313,461				
CUW368	Regional	BDPL Reliability Upgrades	45,235,465				
CUW380	Regional	BDPL 3 & 4 Crossover	21,239,846				
CUW389	Regional	EBMUD Intertie	10,743,922				
CUW393	Regional	BDPL 4 Slipline	1,219,251				
		<b>Total Bay Division Region</b>	<b>100,986,791</b>				
<b>Peninsula Region</b>							
CUW354	Regional	Lower Crystal Springs Dam Improvement	4,210,520				
CUW356	Regional	Crystal Springs Bypass Tunnel	18,406,090				
CUW357	Regional	Adit Leak Repairs	1,905,703				
CUW361	Regional	Pulgas Balancing Reservoir Rehabilitation and Improvements	3,824,626				
CUW365	Regional	Cross Connection Control	1,475,109				
CUW366	Regional	HTWTP Short Term Improvements	6,457,624				
CUW367	Regional	HTWTP Long Term Improvements	3,656,979				
CUW369	Regional	Capuchino Valve Lot Improvements	916,364				
CUW371	Regional	Crystal Springs/San Andreas Transmission	5,737,829				
CUW378	Regional	Crystal Springs Pipeline 2 Replacement	6,288,936				
CUW379	Regional	San Andreas Pipeline 3 Installation	3,435,064				
CUW390	Regional	Desalination	652,092				
CUW391	Regional	Baden & San Pedro Valve Lots Improvements	3,023,744				
		<b>Total Peninsula Region</b>	<b>60,090,650</b>				
<b>San Francisco Region</b>							
CUW358	Regional	Sunset Reservoir Upgrades - North Basin	6,020,008				
CUW372	Regional	University Mound Reservoir Upgrades - North Basin	36,307,991				
		<b>Total San Francisco Region</b>	<b>42,327,999</b>				
<b>System-Wide</b>							
CUW388	Regional	PEIR	8,308,050				
CUW392	Regional	Program Management Services	13,323,598				
CUW394	Regional	Watershed Land Acquisition	502,660				
		<b>Total System-Wide</b>	<b>22,134,308</b>				
		<b>Total Regional Program</b>	<b>328,849,750</b>				
<b>LOCAL PROGRAM</b>							
<b>Reservoirs</b>							
CUW307	Local	Summit Reservoir Rehabilitation					
CUW310	Local	New Northwest Reservoir					
CUW319	Local	Hunters Point Reservoir Rehabilitation					
CUW334	Local	Stanford Heights Reservoir Rehabilitation					
CUW335	Local	Potrero Heights Reservoir Rehabilitation					
CUW337	Local	Sutro Reservoir Rehabilitation					
		<b>Total Reservoirs</b>					
<b>Pump Stations/Tanks</b>							
CUW306	Local	Crocker Amazon Pump Station Upgrade					
CUW309	Local	Lake Merced Pump Station Upgrade					
CUW314	Local	La Grande Tank Upgrade					
CUW318	Local	Forest Hill Tank Rehabilitation					
CUW320	Local	Forest Hill Pump Station Upgrade					
CUW321	Local	Forest Knoll Pump Station Upgrade					
CUW322	Local	Lincoln Park Pump Station Upgrade					
CUW323	Local	Alemany Pump Station Upgrade					
CUW324	Local	Mount Davidson Pump Station Upgrade					

ILLUSTRATIVE ONLY DRAFT

**WATER ENTERPRISE REVENUE BOND 2006 SERIES A**  
**ANNUAL REPORT ON EXPENDITURES OF AND EARNINGS ON PROCEEDS**  
**AS OF JUNE 30, 2009**  
**(Section 5.04 A)**

Project Number	Project Description	Net Financing Proceeds <sup>1</sup>	Appropriated Interest Earnings <sup>2</sup>	Adjusted Project Funding	Expenditures Thru 6/30/09 <sup>3</sup>	Remaining Balance
CUW326	Local Palo Alto Pump Station Upgrade					
CUW326	Local Sktview-AquaVista Pump Station Upgrade					
CUW327	Local Summit Pump Station Upgrade					
CUW328	Local McLaren #1 Tank Rehabilitation					
CUW329	Local Potrero Heights Tank Seismic Upgrade					
CUW330	Local Forest Knoll Tank Seismic Upgrade					
CUW331	Local Lincoln Park Tank Seismic Upgrade					
CUW332	Local McLaren #2 Tank Rehabilitation					
CUW333	Local Mount Davidson Tank Seismic Upgrade					
CUW338	Local La Grande Pump Station Upgrade					
CUW339	Local Potrero Heights Pump Station Upgrade					
CUW340	Local Vista Francisco Pump Station Upgrade					
	<b>Total Pump Stations/Tanks</b>					
	<b>Pipelines/Valves</b>					
CUW304	Local North University Mound System Upgrade					
CUW308	Local Motorize Key Valves					
CUW311	Local Sunset Circulation Improvements					
CUW312	Local Lincoln Way Transmission Line					
CUW313	Local Noe Valley Transmission Main, Phase 2					
CUW315	Local East/West Transmission Main					
CUW316	Local Fulton @ Sixth Ave Main Replacement					
	<b>Total Pipelines/Valves</b>					
	<b>Water Supply/Water Quality</b>					
CUW301	Local Groundwater					
CUW302	Local Recycled Water					
CUW364	Local Lawrence-Livermore National Laboratory Water Quality Improvements					
	<b>Total Water Supply/Water Quality</b>					
	<b>Miscellaneous</b>					
CUW303	Local Vehicle Service Facility Upgrade					
CUW305	Local Fire Protection at CCD					
	<b>Total Miscellaneous</b>					
	<b>Total Local Program</b>					
	<b>Grand Total Regional and Local Programs</b>					
	<b>Unappropriated Interest Earnings</b>					
	<b>Percent of Net Proceeds<sup>4</sup></b>					
	<b>Percent of Net Proceeds and Earnings<sup>4</sup></b>					

ILLUSTRATION ONLY DRAFT

<sup>1</sup>Net financing proceeds available on date of issue (i.e. deposit to project fund)  
<sup>2</sup>Cumulative net of arbitrage rebate liability  
<sup>3</sup>Cumulative  
<sup>4</sup>If financing sources Substantially Expended, proceed allocations are then fixed

# ATTACHMENT M

**REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B)**  
**Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)**

Projected FAMIS as of July 1, 2009 (Day 1 of New Budget Year)

A		B	C				D	E	F	G=C-D-F	H	I=G-H
Based on Proportionate Annual Water Deliveries of ...		68.7%	Wholesale Customer Capital Fund (5W CPF WCF)									
Project	Title	FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)		
CUW262	Regional Water RnR - Treatment Facilities	\$ 1,000,000	\$ 687,000	\$ 687,000	\$ -	\$ -	\$ -	\$ 687,000	\$ 229,000	\$ 458,000		
CUW263	Regional Water RnR - Conveyance/Transmission Systems	\$ 7,000,000	\$ 4,809,000	\$ 4,809,000	\$ -	\$ -	\$ -	\$ 4,809,000	\$ 1,603,000	\$ 3,206,000		
CUW264	Regional Water - Watersheds / ROW Management	\$ 500,000	\$ 343,500	\$ 343,500	\$ -	\$ -	\$ -	\$ 343,500	\$ 114,000	\$ 229,500		
FUW100	Regional Water - Facilities Maintenance	\$ 3,700,000	\$ 2,541,900	\$ 2,541,900	\$ -	\$ -	\$ -	\$ 2,541,900	\$ 847,000	\$ 1,694,900		
CUW261	Regional Water - Storage											
<b>Regional Total</b>		<b>\$ 12,200,000</b>	<b>\$ 8,381,400</b>	<b>\$ 8,381,400</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,381,400</b>	<b>\$ 2,793,000</b>	<b>\$ 5,588,400</b>		

Source: \* SFPUC Commission Approved Budget, February 2009, Same Format  
 ^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

**REVENUE-FUNDED CAPITAL ADDITIONS (Section 5.04.B)**  
**Subfund: 5W CPF WCF - Wholesale Customer Capital Fund (Water)**

Projected FAMIS as of June 30, 2010 (Last Day of Budget Year)

A		B	C				D	E	F	G=C-D-F	H	I=G-H
Based on Proportionate Annual Water Deliveries of ...		68.7%	Wholesale Customer Capital Fund (5W CPF WCF)									
Project	Title	FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESALE SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)		
CUW262	Regional Water RnR - Treatment Facilities	\$ 1,000,000	\$ 687,000	\$ 687,000	\$ 235,000	\$ 235,000	\$ -	\$ 452,000	\$ 409,000	\$ 43,000		
CUW263	Regional Water RnR - Conveyance/Transmission Systems	\$ 7,000,000	\$ 4,809,000	\$ 4,809,000	\$ 1,395,000	\$ 1,395,000	\$ 25,000	\$ 3,389,000	\$ 1,589,000	\$ 1,800,000		
CUW264	Regional Water - Watersheds / ROW Management	\$ 500,000	\$ 343,500	\$ 343,500	\$ 115,000	\$ 115,000	\$ 50,000	\$ 178,500	\$ 35,500	\$ 143,000		
FUW100	Regional Water - Facilities Maintenance	\$ 3,700,000	\$ 2,541,900	\$ 2,541,900	\$ 850,000	\$ 850,000	\$ 123,000	\$ 1,568,900	\$ 768,900	\$ 800,000		
CUW261	Regional Water - Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Regional Total</b>		<b>\$ 12,200,000</b>	<b>\$ 8,381,400</b>	<b>\$ 8,381,400</b>	<b>\$ 2,595,000</b>	<b>\$ 2,595,000</b>	<b>\$ 198,000</b>	<b>\$ 5,588,400</b>	<b>\$ 2,802,400</b>	<b>\$ 2,786,000</b>		

Source: \* SFPUC Commission Approved Budget, February 2009, Same Format  
 ^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials  
 Shown on Attachment N-2, Schedule 3

Shown On Attachment N-2, Schedule 3  
 Revenue Capital - Actual Expenditures

Shown on Attachment N-2, Schedule 3  
 Continuing Appropriation  
 Needed for Multi-Year  
 Revenue Funded Capital

REVENUE-FUNDED CAPTIAL ADDITIONS (Section 5.04.B)  
 Subfund: 5T CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAMIS as of July 1, 2009 (Day 1 of New Budget Year)

A		B	C				D	E	F	G=C-D-F	H	I=G-H
Based on Proportionate Annual Water Deliveries of ...		68.1%										
		FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESAL SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2010	Projected Surplus / (Shortfall)		
Project	Title											
CUH931	HH Microwave Replacement	\$ 4,000,000	J \$ 1,224,900	\$ 1,224,900	\$ -	\$ -	\$ -	\$ 1,224,900	\$ 408,000	\$ 816,900		
CUH977	HH Water R&R - Facilities Maintenance	\$ 3,500,000	J \$ 1,071,788	\$ 1,071,788	\$ -	\$ -	\$ -	\$ 1,071,788	\$ 357,000	\$ 714,788		
CUH947	SEA - Go Solar Incentive Project	\$ 4,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH971	Alternative Transmission Studies	\$ 1,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH976	HH Water R&R - Power Infrastructure	\$ 16,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH979	Hunters Point Municipal Power	\$ -	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH983	Civic Center Sustainability District	\$ 1,090,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH986	General Fund Dept - Energy Efficiency	\$ 7,365,158	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Renewable/Generation	\$ 3,501,307	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Treasure Island Improvement Project	\$ 2,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Enterprise Fund Dept - Energy Efficiency	\$ 325,722	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH975	HH Water R&R - Water Infrastructure	\$ 6,000,000	W \$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ -	\$ -	\$ 1,361,000	\$ -		
	Toulumne River Watershed Protection	\$ 2,000,000	W \$ 1,361,000	\$ 1,361,000	\$ -	\$ -	\$ -	\$ -	\$ 454,000	\$ -		
<b>Regional Total</b>		<b>\$ 52,182,187</b>	<b>\$ 7,740,688</b>	<b>\$ 7,740,688</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,296,688</b>	<b>\$ 2,580,000</b>	<b>\$ 1,531,688</b>		

Source: \* SFPUC Commission Approved Budget, February 2009, Same Format  
 ^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials

REVENUE-FUNDED CAPTIAL ADDITIONS (Section 5.04.B)  
 Subfund: 5T CPF WCF - Wholesale Customer Capital Fund (Hetch Hetchy)

Projected FAMIS as of June 30, 2010 (Last Day of Budget Year)

A		B	C				D	E	F	G=C-D-F	H	I=G-H
Based on Proportionate Annual Water Deliveries of ...		68.1%										
		FY 2009-10 Approved Budget* - Total Regional	FY 2009-10 Approved Budget - WHOLESAL SHARE	Total Appropriation - All Years^	All Years Actual Expenditures^	Fiscal Year 2009-10 Actual Expenditures^	Encumbered But Not Expended^	Appropriated, Unencumbered Balance^	Projected Expended & Encumbered through 6/30/2011	Projected Surplus / (Shortfall)		
Project	Title											
CUH931	HH Microwave Replacement	\$ 4,000,000	J \$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ -	\$ -	\$ -	\$ -		
CUH977	HH Water R&R - Facilities Maintenance	\$ 3,500,000	J \$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ -	\$ (1)	\$ (1)	\$ -		
CUH947	SEA - Go Solar Incentive Project	\$ 4,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH971	Alternative Transmission Studies	\$ 1,000,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH976	HH Water R&R - Power Infrastructure	\$ 16,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH979	Hunters Point Municipal Power	\$ -	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH983	Civic Center Sustainability District	\$ 1,090,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH986	General Fund Dept - Energy Efficiency	\$ 7,365,158	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Renewable/Generation	\$ 3,501,307	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Treasure Island Improvement Project	\$ 2,700,000	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Enterprise Fund Dept - Energy Efficiency	\$ 325,722	P \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CUH975	HH Water R&R - Water Infrastructure	\$ 6,000,000	W \$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ -	\$ -	\$ -	\$ -		
	Toulumne River Watershed Protection	\$ 2,000,000	W \$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ -	\$ -	\$ -	\$ -		
<b>Regional Total</b>		<b>\$ 52,182,187</b>	<b>\$ 7,740,688</b>	<b>\$ 7,740,688</b>	<b>\$ 7,740,688</b>	<b>\$ 7,740,688</b>	<b>\$ -</b>	<b>\$ (1)</b>	<b>\$ (1)</b>	<b>\$ -</b>		

Source: \* SFPUC Commission Approved Budget, February 2009, Same Format  
 ^ FAMIS - City's Official Financial System of Record

Ties to Budget Hearing Materials  
 Shown on Attachment N-2, Schedule 6

Shown On Attachment N-2, Schedule 6  
 Revenue Capital - Actual Expenditures

Show on Attachment N-2, Schedule 6  
 Continuing Appropriation  
 Needed for Multi-Year  
 Revenue Funded Capital

## ATTACHMENT M-2

### REVENUE FUNDED CAPITAL ANNUAL REPORTING REQUIREMENTS (Section 5.04B)

#### Part A. Updated Actual Information Through Most Recent Fiscal Year (Due in November)

Each year, the SFPUC will provide a report on the status of the regional revenue funded projects with the following information:

Project-level information (through close-out)

- 1 Scope of project
- 2 Current cost estimate/budget.
- 3 Expected milestone dates (ie, design, environmental, construction period, close-out, etc.)
- 4 Contract status
- 5 Reasons for status changes from prior report.
- 6 Other information relevant to whether project is on time/on budget.
- 7 For most recently completed fiscal year and estimated for current year:
  - 8 Total expenditures (capital and operating); amounts paid from other sources.
  - 9 Amount of encumbered and unencumbered appropriations
  - 10 Application of any unused appropriations

Wholesale Capital Fund

- 11 Beginning balance, deposits, capital expenditures (by project), earnings, ending balance.
- 12 Components of ending balance; wholesale portion of:
  - 13 Appropriated and encumbered
  - 14 Appropriated but unencumbered

#### Part B. Proposed Appropriations for Upcoming Year (Due in March)

- 15 Project information, to the extent not provided in Part A
- 16 Expected funding needs for regional projects
- 17 Unused or excess appropriations carried over.
- 18 Proposed appropriation for upcoming fiscal year.

**Amended Attachment M-3**  
**Wholesale Capital Fund and Balancing Account Adjustment**  
Reference Amended Section 6.08E

A. Cash Flow in Wholesale Capital Fund		Original 5 Year True-up Method FYEs 2010-2018									Amended Annual True-Up (FYE 2019 and Beyond)				
		FYE 2010	FYE 2011	FYE 2012	FYE 2013	FYE 2014	FYE 2015	FYE 2016	FYE 2017	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1	Beginning Total Balance (1)	-	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239
2	Annual Appropriation (2)	10,476,724	8,636,920	21,737,468	11,285,643	18,668,585	15,432,451	21,138,051	11,184,265	17,847,379	26,424,000	26,420,000	13,210,000	13,210,000	13,210,000
3	Annual Expenditures (3)	(1,778,695)	(5,202,897)	(18,553,119)	(10,916,349)	(5,758,565)	(7,331,312)	(6,245,954)	(13,892,649)	(14,361,409)	(18,089,498)	(16,723,232)	(28,485,215)	(33,563,793)	(22,018,000)
4	Interest Earnings (4)	120,294	151,929	173,034	137,113	180,672	58,140	115,532	299,936	370,050	475,153	664,783	757,859	711,183	409,280
<u>June 30 Balances Before Balancing Account Transfers</u>															
5	Total Balance (5)	8,818,323	12,404,275	15,761,658	16,268,065	29,358,756	17,243,583	32,251,212	29,842,765	33,698,785	42,508,440	51,910,495	32,848,850	17,206,239	12,807,520
6	Amount Encumbered as of June 30 (6)					(1,927,466)					(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
7	Unencumbered Balance (7)	n/a	n/a	n/a	n/a	27,431,290	n/a	n/a	n/a	n/a	41,508,440	50,910,495	31,848,850	15,206,239	10,807,520
8	<b>Transfer From/(To) Balancing Account (8)</b>	n/a	n/a	n/a	n/a	(20,274,452)	n/a	n/a	n/a	n/a	<b>(959,496)</b>	<b>(4,544,290)</b>	<b>4,000,000</b>	<b>4,000,000</b>	<b>4,000,000</b>
<u>Ending Balances After Balancing Account Transfers</u>															
9	Ending Total Balance (9)	8,818,323	12,404,275	15,761,658	16,268,065	9,084,304	17,243,583	32,251,212	29,842,765	33,698,785	41,548,944	47,366,205	36,848,850	21,206,239	16,807,520
10	Unencumbered Ending Balance (10)	n/a	n/a	n/a	n/a	7,156,838	n/a	n/a	n/a	n/a	40,548,944	46,366,205	35,848,850	19,206,239	14,807,520
<b>B. Calculation of Target Balance</b>															
11	Target WCF Balance (11)					7,156,838					40,548,944	46,366,205	40,559,076	34,346,800	29,062,000
<b>C. Calculation of Remaining Cumulative Appropriation</b>															
12	Cumulative Appropriation Since FYE 2010 (12)	10,476,724	19,113,644	40,851,112	52,136,755	70,805,340	86,237,791	107,375,842	118,560,107	136,407,486	162,831,486	189,251,486	202,461,486	215,671,486	228,881,486
13	Cumulative Expenditures Since FYE 2010 (13)	(1,778,695)	(6,981,592)	(25,534,711)	(36,451,060)	(42,209,626)	(49,540,938)	(55,786,891)	(69,679,540)	(84,040,949)	(102,130,447)	(118,853,679)	(147,338,893)	(180,902,686)	(202,920,686)
14	Total Remaining Cumulative Appropriation (14)					28,595,715	36,696,854	51,588,951	48,880,567	52,366,537	60,701,040	70,397,808	55,122,593	34,768,800	25,960,800
15	Amount Encumbered as of June 30 (15)					(1,927,466)				-	(1,000,000)	(1,000,000)	(1,000,000)	(2,000,000)	(2,000,000)
16	<b>Unencumbered Remaining Cumulative Appropriation (16)</b>		n/a	n/a	n/a	26,668,249	n/a	n/a	n/a	n/a	59,701,040	69,397,808	54,122,593	32,768,800	23,960,800
<b>D. Lesser of Target Balance and Unencumbered Remaining Cumulative Appropriation</b>															
17	Lesser of Target Balance (line 11) and Unencumbered Remaining Appropriation (line 16) (17)										40,548,944	46,366,205	40,559,076	32,768,800	23,960,800
<b>E. Calculation of Excess Fund Balance and Refund to Wholesale Customers Through Balancing Account</b>															
18	Is Unencumbered Balance (line 7) more than line 17? (18)										Yes	Yes	No	No	No
19	Excess WCF Balance (applied as a negative entry on line 8) (19)										959,496	4,544,290	-	-	-
<b>F. Calculation of Deficiency Fund Balance and Charge to Wholesale Customers Through Balancing Account (This Section is Only Applicable in Any Year When Line 18 is No)</b>															
20	Is Unencumbered Balance (line 7) less than line 17? (20)												Yes	Yes	Yes
21	Tentative Amount Before Application of \$4 million cap (21)												8,710,226	17,562,561	13,153,280
22	Is line 21 more than \$4,000,000 maximum? (22)												Yes	Yes	Yes
23	Balancing Account Charge (applied as a positive entry on line 8):												4,000,000	4,000,000	4,000,000

Notes:

- (1) Beginning Total Balance (encumbered and unencumbered). Equal to the prior year ending total balance after balancing account transfers (line 9).
- (2) Wholesale Share of Revenue Funded Appropriations for Regional capital projects, adjusted for de-appropriations which have been factored into a wholesale revenue requirement, if applicable. FYE 2015 and forward are subject to compliance audit and 7.06 review.  
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.
- (3) Wholesale Share of actual Regional capital expenditures funded from Revenue Funded Capital, determined based on proportionate water use in the year of expenditure. Figures from FYE 15 and forward are subject to 7.06 and compliance audit review.  
Detail by Regional project in the format used in the 2010 - 2014 true-up to be separately provided.  
The figures in line 3 for FYE 18 and on are for illustrative purposes only.
- (4) Line 1 times the assumptions below for the SFPUC pool rate. FYE 2010 - 2014 figures are actual and tie to the first 5 year review.  
Pool rate assumptions: 0.640% 0.670% 0.930% 1.240% 1.410% 1.600% 1.600% 1.930% 1.930%
- (5) Total encumbered and unencumbered balance of the Wholesale Capital Fund before Balancing Account adjustments: Line 1 + line 2 + line 3 + line 4.
- (6) Wholesale Share of the encumbrances for purchase orders or contracts in connection with revenue-funded Regional capital projects; calculated using the proportional annual use of the true-up year. Entered as a negative number.  
Not applicable in years with no true-up (FYE 2010-13 and 2015-18). FYE 2014 figure is actual. FYE 2019 and forward are plug numbers included for illustration.
- (7) Unencumbered Balance Before Balancing Account transfers: Line 5 + line 6. FYE 2014 figure is actual. Not applicable (n/a) in years with no true-up (FYE 2010-13 and 2015-18).
- (8) Negative entries represent refunds to the Wholesale Customers through the Balancing Account and are calculated per Section E below, except for 2014 which is actual pursuant to the original 6.08E.  
Positive entries represent charges to the Wholesale Customers through the Balancing Account and are calculated per Section F below.
- (9) Total Ending Balance After Balancing Account Transfers = Line 5 + line 8.
- (10) Unencumbered Ending Balance After Balancing Account Transfers = Line 7 + line 8. Must not exceed the amount on line 17, which is the lesser of the Target Balance (line 11) and the Unencumbered Remaining Cumulative Appropriation (line 16).
- (11) Starting in FYE 2019, the Target Balance is calculated by the formula below, where CY represent the Current Year (for which the transfer is being calculated), CY-1 is the prior year, CY-2 is 2 years prior, etc.:  
[line 2: CY]\*(4/5) + [line 2: CY-1]\*(3/5) + [line 2: CY-2]\*(2/5) + [line 2: CY-3]\*(1/5); rounded to the nearest dollar. The FYE 2014 figure is the actual target balance under the original section 6.08E.
- (12) Cumulative Appropriations Since FYE 2010 = prior year line 12 + current year line 2.
- (13) Cumulative Expenditures Since FYE 2010 = prior year line 13 + current year line 3. Does not include encumbrances.
- (14) Total Remaining Cumulative Appropriation (encumbered and unencumbered) = line 12 + line 13.
- (15) Amount encumbered as of June 30 = line 6. Encumbrances are not cumulative.
- (16) Unencumbered Remaining Cumulative Appropriation = line 14 + line 15.
- (17) Lesser of Target Balance (line 11) and Unencumbered Remaining Cumulative Appropriation (line 16). Used in formulas in line 19 (Section E) and line 21 (Section F), as applicable.
- (18) If Yes, go to line 19 for calculation of the excess unencumbered balance. If No, go to line 20.
- (19) Calculation of Excess Balance: If line 18 = Yes, then line 7 minus line 17. The result appears as a negative amount on line 8.
- (20) If yes, then go to lines 21-23 for calculation of charge to Wholesale Customers.
- (21) Initial step in calculating charge: If line 20 = Yes, then line 17 minus line 7; go to line 22.
- (22) If the result on line 21 is greater than \$4,000,000, then the charge to the Wholesale Customers is capped at \$4,000,000.
- (23) Equal to the lesser of line 21 or \$4,000,000. The result appears as a positive number on line 8.

# ATTACHMENT N

**BALANCING ACCOUNT / RATE SETTING CALCULATION  
REFERENCE SECTION 6.03.A.3.a**

	FY 2007-08	FY 2008-09	FY 2009-10
<b>Step 1:</b>			
A. Balancing Account as of June 30, 2007	\$12,882,000		
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year	\$554,000		
C. Wholesale Revenues for Fiscal Year	(\$113,932,000)		
D. Wholesale Revenue Requirement for Fiscal Year	\$119,224,000		
E. Settlement Credits or Other Adjustments	\$2,448,614		
F. 1984 Agreement Balancing Account Credits	\$0		
G. Balancing Account as of June 30, 2008	\$21,176,614		
<b>Step 2:</b>			
A. Balancing Account as of June 30, 2008		\$21,176,614	
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year		\$529,000	
C. Wholesale Revenues for Fiscal Year		-\$123,604,000	
D. Wholesale Revenue Requirement for Fiscal Year		\$120,562,000	
E. Settlement Credits or Other Adjustments		\$21,000	
F. 1984 Agreement Balancing Account Credits		\$0	
G. Balancing Account as of June 30, 2009		\$18,684,614	
<b>Step 3:</b>			
A. Balancing Account as of June 30, 2009			\$0
B. Interest on Balancing Account at Pooled Investment Rate for Fiscal Year			\$0
C. Wholesale Revenues for Fiscal Year			-\$127,485,900
D. Wholesale Revenue Requirement for Fiscal Year			\$140,994,733
E. Settlement Credits or Other Adjustments			\$21,000
F. 1984 Agreement Balancing Account Credits			\$1,997,220
G. Balancing Account as of June 30, 2010			\$15,527,053
H. Net Change in Wholesale Revenue Coverage			\$4,488,233
I. Total Revenue Deficiency or Surplus			\$20,015,286
J. Projected Water Sales in Ccf	84,621,240	83,205,600	85,920,000
K. Deficiency or (Surplus) \$/Ccf			\$0.23
L. Deficiency or (Surplus) Ccf as a Percentage of Revenues			15.7%

Note: Dollar amounts are for illustrative purposes only. The Parties have not agreed on the amount of the balancing account as of June 30, 2007, revenue requirement for FY 2007-08, settlement credits for FY 2007-08, and the amount of the balancing account as of June 30, 2009.

**BALANCING ACCOUNT / RATE SETTING CALCULATION  
METHOD OF CALCULATION  
REFERENCE SECTION 6.03.A.3.a**

N = The year for which rates are being set

N-1 = The current year

N-2 = The most recently completed year for which actual results are available

**Calculation Method:**

- Step 1** Determine the actual revenue differential for year N-2
- A. Enter the beginning amount of the Balancing Account
  - B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
  - C. Enter the actual Wholesale revenues billed
  - D. Enter the Wholesale Revenue Requirement
  - E. Enter settlement credits or adjustments, if any
  - F. Enter carry-over 1984 Agreement credits owed the City, if any
  - G. Calculate the ending amount of the Balancing Account
- Step 2** Determine the projected revenue differential for year N-1
- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 1
  - B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
  - C. Enter the actual Wholesale revenues billed
  - D. Enter the Wholesale Revenue Requirement
  - E. Enter settlement credits or adjustments, if any
  - F. Enter carry-over 1984 Agreement credits owed the City, if any
  - G. Calculate the ending amount of the Balancing Account
- Step 3** Determine the projected revenue differential for year N
- A. Enter the beginning amount of the Balancing Account; this is the same amount as G in Step 2
  - B. Calculate the interest earned at the Pooled Investment Account Rate for (A)
  - C. Enter the actual Wholesale revenues billed
  - D. Enter the Wholesale Revenue Requirement
  - E. Enter settlement credits or adjustments, if any
  - F. Enter carry-over 1984 Agreement credits owed the City, if any
  - G. Calculate the ending amount of the Balancing Account
  - H. Enter the net change in the Wholesale Revenue Coverage, if applicable
  - I. Calculate the total revenue deficiency or surplus (G) + (H)
  - J. Enter the projected water sales to Wholesale Customers in Ccf
  - K. Calculate the required increase in the commodity portion of the rate by dividing (I) by (J)
  - L. Calculate the required increase in revenues by dividing (I) by (C)

WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 CALCULATION OF WHOLESALE REVENUE REQUIREMENT  
 FISCAL YEAR 2009-10  
 REFERENCE ARTICLE 5

ATTACHMENT N-2  
 SCHEDULE 1

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	DIRECT RETAIL	DIRECT WHOLESALE	REGIONAL	JOINT EXPENSE ALLOCATION FACTOR	WHOLESALE SHARE
<b>OPERATING AND MAINTENANCE EXPENSE:</b>								
SOURCE OF SUPPLY	5.05 (A)	SCH 8.1	\$ 14,943,953	\$ 1,251,062	\$ -	\$ 13,692,891	ANNUAL USE <sup>1</sup>	\$ 9,364,568
PUMPING	5.05 (B)	SCH 8.1	\$ 4,342,682	\$ 3,854,000	\$ -	\$ 488,682	ANNUAL USE <sup>1</sup>	\$ 334,210
TREATMENT	5.05 (C)	SCH 8.1	\$ 30,445,053	\$ -	\$ -	\$ 30,445,053	ANNUAL USE <sup>1</sup>	\$ 20,821,372
TRANSMISSION & DISTRIBUTION	5.05 (D)	SCH 8.1	\$ 53,416,232	\$ 30,163,286	\$ -	\$ 23,252,946	ANNUAL USE <sup>1</sup>	\$ 15,902,690
CUSTOMER ACCOUNTS <sup>2</sup>	5.05 (E)	SCH 8.1	\$ 7,552,213	\$ 7,401,169	\$ 151,044	\$ -	2%	\$ 151,044
<b>TOTAL O&amp;M</b>			<b>\$ 110,700,133</b>	<b>\$ 42,669,517</b>	<b>\$ 151,044</b>	<b>\$ 67,879,572</b>		<b>46,573,883</b>
COMPOSITE % (WHOLESALE SHARE / TOTAL O&M)	5.06 (C)							42.07%
<b>ADMINISTRATIVE AND GENERAL EXPENSES:</b>								
COWCAP	5.06 (A)	SCH 8.1	\$ 1,238,009	\$ -	\$ -	\$ 1,238,009	COMPOSITE O&M	\$ 520,857
SERVICES OF SFPUC BUREAUS	5.06 (B)	SCH 7	\$ 22,465,291	\$ 8,178,424	\$ -	\$ 14,286,867	ANNUAL USE <sup>1</sup>	\$ 9,770,788
OTHER A&G	5.06 (C)	SCH 8.1	\$ 12,972,477	\$ 4,069,891	\$ -	\$ 8,962,586	COMPOSITE O&M	\$ 3,770,749
COMPLIANCE AUDIT	5.06 (D)	SCH 8.1	\$ 200,000	\$ -	\$ -	\$ 200,000	50%	\$ 100,000
<b>TOTAL A&amp;G</b>			<b>\$ 36,875,777</b>	<b>\$ 12,188,315</b>	<b>\$ -</b>	<b>\$ 24,687,462</b>		<b>\$ 14,162,394</b>
PROPERTY TAXES	5.07	SCH 8.1	\$ 1,417,293	\$ -	\$ -	\$ 1,417,293	ANNUAL USE <sup>1</sup>	\$ 969,287
<b>CAPITAL COST RECOVERY</b>								
PRE-2009 ASSETS	5.03	ATT K						\$ 24,051,326
DEBT SERVICE ON NEW ASSETS	5.04 (A)	SCH 2						\$ 17,952,931
REVENUE FUNDED ASSETS - APPROPRIATED TO WHOLESALE CAPITAL FUND	5.04 (B)	SCH 3						\$ 8,381,400
<b>TOTAL CAPITAL COST RECOVERY</b>								<b>\$ 50,385,657</b>
WHOLESALE SHARE HETCH HETCHY WATER & POWER	5.04	SCH 4						\$ 28,903,512
WHOLESALE REVENUE REQUIREMENT								\$ 140,994,733
WHOLESALE REVENUE COVERAGE <sup>3</sup>								\$ 4,488,233

<sup>1</sup>Proportional Annual Use (68.39%)

<sup>2</sup>Water Enterprise Share of Customer Accounts Expenses (62% of Total Customer Accounts Expenses)

<sup>3</sup>25% of Wholesale Share of Debt Service

WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 WATER ENTERPRISE CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE  
 FISCAL YEAR 2009-10  
 REFERENCE SECTION 5.04.A

ATTACHMENT N-2  
 SCHEDULE 2

	2006 BOND ISSUE SERIES A	2008 BOND ISSUE ALL SERIES	2009 BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	XXXX BOND ISSUE ALL SERIES	TOTAL ALL OUTSTANDING BONDS
USE OF BOND PROCEEDS								
RETAIL PROJECTS	31.61%	22.95%	19.42%	XX.XX%	XX.XX%	XX.XX%	XX.XX%	
REGIONAL PROJECTS	68.39%	77.05%	80.58%	YY.YY%	YY.YY%	YY.YY%	YY.YY%	
PRINCIPAL PAYMENT	\$ 8,765,000	-	-	-	-	-	-	\$ 8,765,000
RETAIL PROJECTS	\$ 2,770,617	-	-	-	-	-	-	\$ 2,770,617
REGIONAL PROJECTS	\$ 5,994,384	-	-	-	-	-	-	\$ 5,994,384
INTEREST PAYMENT (GROSS)	\$ 23,353,388	\$ 5,561,386	\$ 56,181,932	-	-	-	-	\$ 85,096,706
RETAIL PROJECTS	\$ 7,382,006	\$ 1,276,338	\$ 10,910,531	-	-	-	-	\$ 19,568,875
REGIONAL PROJECTS	\$ 15,971,382	\$ 4,285,048	\$ 45,271,401	-	-	-	-	\$ 65,527,831
INTEREST PAYMENT (CAPITALIZED)	-	-	\$ 56,181,932	-	-	-	-	
RETAIL PROJECTS	-	-	\$ 10,910,531	-	-	-	-	
REGIONAL PROJECTS	-	-	\$ 45,271,401	-	-	-	-	
INTEREST PAYMENT (NET)	\$ 23,353,388	\$ 5,561,386	-	-	-	-	-	
RETAIL PROJECTS	\$ 7,382,006	\$ 1,276,338	-	-	-	-	-	
REGIONAL PROJECTS	\$ 15,971,382	\$ 4,285,048	-	-	-	-	-	
TOTAL PRINCIPAL AND INTEREST PAYMENT	32,115,388	5,561,386	-	-	-	-	-	\$ 37,679,774
RETAIL PROJECTS	10,152,622	1,276,338	-	-	-	-	-	\$ 11,428,961
REGIONAL PROJECTS	21,965,766	4,285,048	-	-	-	-	-	\$ 26,250,813
PROPORTIONAL ANNUAL USE	68.39%	68.39%	68.39%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	ZZ.ZZ%	
WHOLESALE SHARE	\$ 15,022,387	\$ 2,930,544	-	-	-	-	-	\$ 17,952,931 (TO SCHEDULE 1)

Note: Allocation of bond proceeds shown are for illustrative purposes only. Regional projects will not include bond proceeds used to construct or acquire assets capitalized prior to 7/1/09. Regional projects also will not include in-city groundwater or in-city recycled water projects.

WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 WATER ENTERPRISE CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS  
 FISCAL YEAR 2009-10  
 REFERENCE SECTION 5.04.B

ATTACHMENT N-2  
 SCHEDULE 3

	PROJECT APPROPRIATION	CLASSIFICATION	ALLOCATION FACTOR	WHOLESALE SHARE	TOTAL APPROPRIATION ALL YEARS	ALL YEARS ACTUAL EXPENDITURES	FY 2009-10 ACTUAL EXPENDITURES	ENCUMBERED, NOT EXPENDED	APPROPRIATED, UNENCUMBERED BALANCE
CUH980	Treasure Island Improvement Project	3,800,000	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW253	Facilities Security	500,000	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW260	Local Water R&R	22,347,520	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW686	Automated Meter Reading System	36,001,000	RETAIL	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Local	62,648,520			\$ -	\$ -	\$ -	\$ -	\$ -
CUW202	Replace Prestressed Concrete Cylr Pipe	-	REGIONAL	66.7%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW261	Regional Water R&R - Storage	-	REGIONAL	68.7%	\$ -	\$ -	\$ -	\$ -	\$ -
CUW262	Regional Water R&R -Treatment Facilities	1,000,000	REGIONAL	68.7%	\$ 687,000	\$ 687,000	\$ 235,000	\$ 235,000	\$ 452,000
CUW263	Regional Water R&R Conveyance/Transmission	7,000,000	REGIONAL	68.7%	\$ 4,809,000	\$ 4,809,000	\$ 1,395,000	\$ 1,395,000	\$ 25,000
CUW264	Regional Watersheds/ROW Management	500,000	REGIONAL	68.7%	\$ 343,500	\$ 343,500	\$ 115,000	\$ 115,000	\$ 50,000
FUW100	Regional Facilities Maintenance	3,700,000	REGIONAL	68.7%	\$ 2,541,909	\$ 2,541,909	\$ 850,000	\$ 850,000	\$ 123,000
	Total Regional	12,200,000			\$ 8,381,400	\$ 8,381,400	\$ 2,595,000	\$ 2,595,000	\$ 198,000
	TOTAL ALL PROJECTS	74,848,520			\$ 8,381,400	\$ 8,381,400	\$ 2,595,000	\$ 2,595,000	\$ 5,588,400
							(TO SCHEDULE 1)	(TO SCHEDULE 1)	(TO SCHEDULE 1)

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WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 CALCULATION OF WHOLESALE SHARE OF HETCH HETCHY WATER & POWER  
 FISCAL YEAR 2009-10  
 REFERENCE ARTICLE 5

ATTACHMENT N-2  
 SCHEDULE 4

EXPENSE CATEGORY	CONTRACT REFERENCE	SCHEDULE REFERENCE	TOTAL	POWER SPECIFIC	WATER SPECIFIC	JOINT	JOINT ALLOCATION PERCENTAGE	WATER-RELATED TOTAL	WHOLESALE ALLOCATION FACTOR	WHOLESALE SHARE
OPERATION AND MAINTENANCE										
OPERATION	5.08 B 1	SCH 8.2	\$ 44,612,220	\$ 31,853,965	\$ 9,557,861	\$ 3,200,394	45%	\$ 10,998,038	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 7,484,165
MAINTENANCE	5.08 B 1	SCH 8.2	\$ 16,868,612	\$ 5,048,039	\$ 3,238,622	\$ 8,581,951	45%	\$ 7,100,500	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 4,831,890
TOTAL OPERATION AND MAINTENANCE			\$ 61,480,832	\$ 36,902,004	\$ 12,796,483	\$ 11,782,345		\$ 18,098,538		\$ 12,316,055
ADMINISTRATIVE AND GENERAL										\$ -
COWCAP	5.08 B 2	SCH 8.2	\$ 1,139,579	\$ -	\$ -	\$ 1,139,579	45%	\$ 512,811	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 348,968
SERVICES OF SFPUC BUREAUS	5.08 B 2	SCH 7	\$ 8,255,307	\$ 5,375,656	\$ 2,879,651	\$ -	45%	\$ 2,879,651	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,959,603
OTHER A&G	5.08 B 2	SCH 8.2	\$ 25,581,481	\$ 14,913,071	\$ 36,070	\$ 10,632,340	45%	\$ 4,820,623	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 3,280,434
CUSTOMER ACCOUNTS	5.08 B 2	SCH 8.2	\$ 347,403	\$ 347,403	\$ -	\$ -	45%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -
TOTAL ADMINISTRATIVE AND GENERAL			\$ 35,323,770	\$ 20,636,130	\$ 2,915,721	\$ 11,771,919		\$ 8,213,085		\$ 5,589,004
PROPERTY TAXES	5.08 B 3	SCH 8.2	\$ 452,000	\$ -	\$ -	\$ 456,305	45%	\$ 205,337	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 139,732
CAPITAL COST RECOVERY										
PRE-2009 ASSETS	5.09 B 1	ATT K-4								\$ 3,118,033
DEBT SERVICE ON NEW ASSETS	5.09 B 2	SCH 5								\$ -
REVENUE FUNDED ASSETS-APPROPRIATIONS TO WHOLESALE CAPITAL FUND	5.09 B 3	SCH 6								\$ 7,740,688
TOTAL CAPITAL COST RECOVERY										\$ 10,858,721
WHOLESALE SHARE OF HETCH HETCHY WATER & POWER										\$ 28,903,512 (TO SCHEDULE 1)
WHOLESALE REVENUE COVERAGE <sup>1</sup>										\$ -

<sup>1</sup>Adjusted Proportional Annual Use (68.39% X 99.50% = 68.05%)

<sup>2</sup>25% of Wholesale Share of Debt Service

WHOLESALE REVENUE REQUIREMENT SCHEDULES  
HETCH HETCHY CAPITAL COST RECOVERY - ANNUAL DEBT SERVICE  
FISCAL YEAR 2009-10  
REFERENCE SECTION 5.09.B.1

ATTACHMENT N-2  
SCHEDULE 5

	XXXX BOND ISSUE ALL SERIES	TOTAL ALL OUTSTANDIN G BONDS						
USE OF BOND PROCEEDS								
POWER PROJECTS	XX.XX%							
WATER PROJECTS	YY.YY%							
JOINT PROJECTS	ZZ.ZZ%							
PRINCIPAL PAYMENT	-	-	-	-	-	-	-	-
POWER SHARE	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-
JOINT SHARE	-	-	-	-	-	-	-	-
INTEREST PAYMENT (NET)	-	-	-	-	-	-	-	-
POWER SHARE	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-
JOINT SHARE	-	-	-	-	-	-	-	-
TOTAL PRINCIPAL AND INTEREST PAYMENT	-	-	-	-	-	-	-	-
POWER SHARE	-	-	-	-	-	-	-	-
WATER SHARE	-	-	-	-	-	-	-	-
JOINT SHARE	-	-	-	-	-	-	-	-
WATER RELATED PRINCIPAL AND INTEREST PAYMENT <sup>1</sup>								
ADJUSTED PROPORTIONAL ANNUAL USE WHOLESALE SHARE	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	68.05%	

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<sup>1</sup>Water Related = 100% of Water Share + 45% of Joint Share

(TO SCHEDULE 4)

WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 HETCH HETCHY CAPITAL COST RECOVERY - REVENUE FUNDED CAPITAL PROJECTS  
 FISCAL YEAR 2009-10  
 REFERENCE SECTION 5.04.B

ATTACHMENT N-2  
 SCHEDULE 6

	PROJECT APPROPRIATION	CLASSIFICATION	WATER RELATED PERCENTAGE	WATER RELATED SHARE	ALLOCATION FACTOR	WHOLESALE SHARE	TOTAL APPROPRIATION ALL YEARS	ALL YEARS ACTUAL EXPENDITURES	FY 2009-10 ACTUAL EXPENDITURES	ENCUMBERED, NOT EXPENDED	APPROPRIATED, UNENCUMBERED BALANCE
CUH931	\$ 4,000,000	JOINT	45%	\$ 1,800,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ 1,224,900	\$ -	\$ -
CUH977	\$ 3,500,000	JOINT	45%	\$ 1,575,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ 1,071,788	\$ -	\$ -
Total Joint	\$ 7,500,000			\$ 3,375,000		\$ 2,296,688	\$ 2,296,688	\$ 2,296,688	\$ 2,296,688	\$ -	\$ -
CUH947	\$ 4,000,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH971	\$ 1,000,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH976	\$ 16,700,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH979	\$ -	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH983	\$ 1,090,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH986	\$ 7,365,158	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Renewable/Generation	\$ 3,501,307	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treasure Island Improvement Project	\$ 2,700,000	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Enterprise Fund Dept - Energy Efficiency	\$ 325,722	POWER	0%	\$ -	ADJUSTED PROPORTIONAL ANNUAL USE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Power	\$ 36,682,187			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUH975	\$ 6,000,000	WATER	100%	\$ 6,000,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ 4,083,000	\$ -	\$ -
Toulumne River Watershed Protection	\$ 2,000,000	WATER	100%	\$ 2,000,000	ADJUSTED PROPORTIONAL ANNUAL USE	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ 1,361,000	\$ -	\$ -
Total Water	\$ 8,000,000			\$ 8,000,000		\$ 5,444,000	\$ 5,444,000	\$ 5,444,000	\$ 5,444,000	\$ -	\$ -
TOTAL ALL WATER RELATED PROJECTS	\$ 96,364,374			\$ 11,375,000		\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ 7,740,688	\$ -	\$ -
									(TO SCHEDULE 4)	(TO SCHEDULE 4)	(TO SCHEDULE 4)

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WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 SERVICES OF SFPUC BUREAUS - ALLOCATION TO ENTERPRISES  
 FISCAL YEAR 2009-10  
 REFERENCE SECTION 5.05.B

ATTACHMENT N-2  
 SCHEDULE 7

	EXPENDITURES	ADJUSTMENTS	ADJUSTED EXPENDITURES	HETCH HETCHY POWER	HETCH HETCHY WATER	WATER RETAIL	WATER REGIONAL	WASTEWATER	TOTAL
ALLOCATION FACTORS (SCHEDULE N-7.1)				11.13%	5.96%	16.94%	29.59%	36.37%	
PUC01 General Manager	\$ 7,609,114	\$ -	\$ 7,609,114	\$ 847,180	\$ 453,820	\$ 1,288,884	\$ 2,251,548	\$ 2,767,682	\$ 7,609,114
PUC1101 BizServ-Administration	\$ 4,081,981	\$ -	\$ 4,081,981	\$ 454,478	\$ 243,456	\$ 691,434	\$ 1,207,864	\$ 1,484,749	\$ 4,081,981
PUC1102 Finance	\$ 8,817,687	\$ -	\$ 8,817,687	\$ 981,739	\$ 525,902	\$ 1,493,600	\$ 2,609,166	\$ 3,207,280	\$ 8,817,687
PUC1103 ITS <sup>1</sup>	\$ 18,048,158	\$ (1,835,357)	\$ 16,212,801	\$ 1,805,093	\$ 966,959	\$ 2,746,235	\$ 4,797,391	\$ 5,897,123	\$ 16,212,801
PUC1106 Human Resources	\$ 7,678,483	\$ -	\$ 7,678,483	\$ 854,903	\$ 457,958	\$ 1,300,634	\$ 2,272,074	\$ 2,792,914	\$ 7,678,483
PUC1108 Customer Services	\$ 12,262,428	\$ (12,262,428)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PUC12 External Affairs	\$ 3,882,455	\$ -	\$ 3,882,455	\$ 432,263	\$ 231,556	\$ 657,637	\$ 1,148,824	\$ 1,412,175	\$ 3,882,455
TOTAL	\$ 34,752,000	\$ (12,731,000)	\$ 48,282,521	\$ 5,375,656 (TO SCHEDULE 4)	\$ 2,879,651 (TO SCHEDULE 4)	\$ 8,178,424 (TO SCHEDULE 1)	\$ 14,286,867 (TO SCHEDULE 1)	\$ 17,561,923	\$ 48,282,521

<sup>1</sup>Adjustment for Transfer of SCADA Expenditures to T&D Joint (\$1,730,000)

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WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 SERVICES OF SFPUC BUREAUS - ANNUAL SALARIES  
 FISCAL YEAR 2009-10  
 REFERENCE SECTION 5.05.B

ATTACHMENT N-2  
 SCHEDULE 7.1

DEPARTMENT/DIVISION	ALLOCATION FACTOR	GROUP CODE	SALARIES	PERCENTAGE
<b>HETCH HETCHY</b>				
POWER		1	\$ 6,677,939	6.27%
WATER		2	\$ 1,775,910	1.67%
JOINT			\$ 9,428,450	
WATER SHARE	45%	2	\$ 4,242,803	3.98%
POWER SHARE	55%	1	\$ 5,185,648	4.87%
<b>WATER</b>				
ADMINISTRATION (WTR01)			\$ 1,009,246	
RETAIL SHARE	33.4%	3	\$ 336,415	0.32%
REGIONAL SHARE	33.3%	4	\$ 336,415	0.32%
HETCH HETCHY WATER SHARE	33.3%	2	\$ 336,416	0.32%
CDD (WTR03)		3	\$ 17,356,922	16.29%
WATER QUALITY (WTR04)		4	\$ 7,282,589	6.83%
WATER SUPPLY & TREATMENT (WTR05)		4	\$ 18,154,689	17.05%
NATURAL RESOURCES (WTR06)		4	\$ 4,682,073	4.39%
WATER RESOURCE PLANNING			\$ 1,419,760	
WATER CONSERVATION		3	\$ 355,703	0.33%
RETAIL WATER RESOURCE PLANNING		3	\$ -	
REGIONAL SHARE (NET SALARIES)		4	\$ 1,064,057	1.00%
WASTEWATER		5	\$ 38,757,578	36.37%
<b>SALARIES BY GROUP CODE</b>				
HETCH HETCHY - POWER		1	\$ 11,863,587	11.13% (TO SCHEDULE 7)
HETCH HETCHY - WATER		2	\$ 6,355,129	5.96% (TO SCHEDULE 7)
WATER - RETAIL		3	\$ 18,049,040	16.94% (TO SCHEDULE 7)
WATER- REGIONAL		4	\$ 31,529,823	29.59% (TO SCHEDULE 7)
WASTEWATER		5	\$ 38,757,578	36.37% (TO SCHEDULE 7)
TOTAL SALARIES			\$ 106,555,156	100.00%

**WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT  
 FISCAL YEAR 2009-10  
 WATER ENTERPRISE SUMMARY OF OPERATING EXPENSES**

**ATTACHMENT N-2  
 SCHEDULE 8.1**

	Retail	Wholesale	Regional	Total
<b>Operating Expenses</b>				
Transmission & Distributions	\$ 30,163,286	\$ -	\$ 23,252,946	\$ 53,416,232
Adjustments to Transmission & Distribution	\$ -	\$ -	\$ -	\$ -
Adjusted Transmission & Distribution	\$ 30,163,286	\$ -	\$ 23,252,946	\$ 53,416,232
Source of Supply	\$ 1,251,062	\$ -	\$ 13,692,891	\$ 14,943,953
Adjustments to Source of Supply	\$ -	\$ -	\$ -	\$ -
Adjusted Source of Supply	\$ 1,251,062	\$ -	\$ 13,692,891	\$ 14,943,953
Pumping	\$ 3,854,000	\$ -	\$ 488,682	\$ 4,342,682
Adjustments to Pumping	\$ -	\$ -	\$ -	\$ -
Adjusted Pumping	\$ 3,854,000	\$ -	\$ 488,682	\$ 4,342,682
Treatment	\$ -	\$ -	\$ 30,445,053	\$ 30,445,053
Adjustments to Treatment	\$ -	\$ -	\$ -	\$ -
Adjusted Treatment	\$ -	\$ -	\$ 30,445,053	\$ 30,445,053
Customer Accounts	\$ 7,401,169	\$ 151,044	\$ -	\$ 7,552,213
Adjustments to Customer Accounts	\$ -	\$ -	\$ -	\$ -
Adjusted Customer Accounts	\$ 7,401,169	\$ 151,044	\$ -	\$ 7,552,213
<b>Total Adjusted Operating Expense</b>	\$ 42,669,517	\$ 151,044	\$ 67,879,572	\$ 110,700,133
<b>General &amp; Administrative Expense</b>				
COMCAP	\$ -	\$ -	\$ 1,238,009	\$ 1,238,009
Services of SFPUC Bureaus	\$ 8,178,424	\$ -	\$ 14,286,867	\$ 22,465,291
Other General & Administrative	\$ 4,009,891	\$ -	\$ 8,962,586	\$ 12,972,477
Adjustments to General & Administrative	\$ -	\$ -	\$ -	\$ -
Adjusted General & Administrative	\$ 4,009,891	\$ -	\$ 8,962,586	\$ 12,972,477
Compliance Audit	\$ 100,000	\$ 100,000	\$ -	\$ 200,000
<b>Total General &amp; Administrative</b>	\$ 12,288,315	\$ 100,000	\$ 24,487,462	\$ 36,875,777
<b>Property Taxes</b>	\$ -	\$ -	\$ 1,417,293	\$ 1,417,293
<b>Total</b>	\$ 54,957,832	\$ 251,044	\$ 93,784,327	\$ 148,993,203

Source: FAMIS/EIS

Note: All adjustments to be separately identified above

**WHOLESALE REVENUE REQUIREMENT SCHEDULES  
 CALCULATION OF THE WHOLESALE REVENUE REQUIREMENT  
 FISCAL YEAR 2009-10  
 HETCHY HETCHY WATER & POWER SUMMARY OF OPERATING EXPENSES**

**ATTACHMENT N-2  
 SCHEDULE 8.2**

	Power	Water	Joint	Total
<b>Operating Expenses</b>				
Purchased Power & Wheeling	\$ 28,953,676			\$ 28,953,676
Adjustments to Purchased Power & Wheeling	\$ -			\$ -
Adjusted Purchased Power & Wheeling	\$ 28,953,676			\$ 28,953,676
<b>Operations</b>				
Hydraulic Generation	\$ 2,900,291	\$ -	\$ 3,200,394	\$ 6,100,685
Transmission & Distribution	\$ -	\$ -	\$ -	\$ -
Water Quality Expense	\$ -	\$ 9,557,862	\$ -	\$ 9,557,862
Adjustments to Operations	\$ -	\$ -	\$ -	\$ -
Adjusted Operations	\$ 2,900,291	\$ 9,557,862	\$ 3,200,394	\$ 15,658,547
<b>Maintenance</b>				
Hydraulic Generation	\$ 1,840,096	\$ 3,238,622	\$ 8,581,952	\$ 13,660,670
Transmission & Distribution	\$ 3,359,385	\$ -	\$ -	\$ 3,359,385
Water Quality Expense	\$ -	\$ -	\$ -	\$ -
Adjustments to Maintenance	\$ (151,442)	\$ -	\$ -	\$ (151,442)
Adjusted Maintenance	\$ 5,048,039	\$ 3,238,622	\$ 8,581,952	\$ 16,868,613
<b>Total Adjusted Operating Expense</b>	\$ 36,902,006	\$ 12,796,484	\$ 11,782,346	\$ 61,480,836
<b>General &amp; Administrative Expense</b>				
COWCAP	\$ -	\$ -	\$ 1,139,579	\$ 1,139,579
Services of SFPUC Bureaus	\$ 5,375,656	\$ 2,879,651	\$ -	\$ 8,255,307
Customer Accounts	\$ 347,403	\$ -	\$ -	\$ 347,403
Adjustments to Customer Accounts	\$ -	\$ -	\$ -	\$ -
Adjusted Customer Accounts	\$ 347,403	\$ -	\$ -	\$ 347,403
Other General & Administrative	\$ 14,913,071	\$ 36,070	\$ 10,632,340	\$ 25,581,481
Adjustments to General & Administrative	\$ -	\$ -	\$ -	\$ -
Adjusted General & Administrative	\$ 14,913,071	\$ 36,070	\$ 10,632,340	\$ 25,581,481
<b>Total General &amp; Administrative</b>	\$ 20,636,130	\$ 2,915,721	\$ 11,771,919	\$ 35,323,770
<b>Property Taxes</b>	\$ -	\$ -	\$ 452,000	\$ 452,000
<b>Total</b>	\$ 57,538,136	\$ 15,712,205	\$ 24,006,265	\$ 97,256,606

Source: FAMIS/EIS

Note: All adjustments to be separately identified above

SCHEDULE OF PROJECTED WATER SALES, WHOLESALE REVENUE REQUIREMENTS, AND WHOLESALE RATES  
 CONTRACT REFERENCE: ARTICLE 6.03.A.3

ATTACHMENT N-3

	N	N+1	FISCAL YEAR		
			N+2	N+3	N+4
<b>OPERATION AND MAINTENANCE EXPENSES</b>					
SOURCE OF SUPPLY	\$ 9,364,568	\$ -	\$ -	\$ -	\$ -
PUMPING	\$ 334,210	\$ -	\$ -	\$ -	\$ -
TREATMENT	\$ 20,821,372	\$ -	\$ -	\$ -	\$ -
TRANSMISSION & DISTRIBUTION	\$ 15,902,690	\$ -	\$ -	\$ -	\$ -
CUSTOMER ACCOUNTS	\$ 151,044	\$ -	\$ -	\$ -	\$ -
<b>TOTAL OPERATION AND MAINTENANCE EXPENSES</b>	<b>\$ 46,573,884</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ADMINISTRATIVE AND GENERAL EXPENSES</b>					
COWCAP	\$ 520,857	\$ -	\$ -	\$ -	\$ -
SF PUBLIC UTILITIES COMMISSION	\$ 9,770,788	\$ -	\$ -	\$ -	\$ -
OTHER A&G	\$ 3,770,749	\$ -	\$ -	\$ -	\$ -
COMPLIANCE AUDIT	\$ 100,000	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ADMINISTRATIVE AND GENERAL EXPENSES</b>	<b>\$ 14,162,394</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>PROPERTY TAXES</b>	<b>\$ 969,287</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CAPITAL COST RECOVERY</b>					
PRE 2009 ASSETS	\$ 24,051,826	\$ -	\$ -	\$ -	\$ -
DEBT SERVICE ON NEW ASSETS	\$ 17,952,931	\$ -	\$ -	\$ -	\$ -
REVENUE FUNDED CAPITAL	\$ 8,381,400	\$ -	\$ -	\$ -	\$ -
<b>TOTAL CAPITAL COST RECOVERY</b>	<b>\$ 50,385,657</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>WHOLESALE SHARE HHW&amp;P</b>	<b>\$ 28,903,512</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>WHOLESALE REVENUE REQUIREMENT</b>	<b>\$ 140,994,734</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BALANCING ACCOUNT AS OF JUNE 30</b>					
INTEREST ON BALANCING ACCOUNT	\$ -	\$ -	\$ -	\$ -	\$ -
WHOLESALE REVENUES AT EXSITING RATE	\$ (127,485,900)	\$ -	\$ -	\$ -	\$ -
WHOLESALE EXCESS USE CHARGES	\$ -	\$ -	\$ -	\$ -	\$ -
SETTLEMENT CREDITS AND OTHER ADJUSTMENTS	\$ 21,000	\$ -	\$ -	\$ -	\$ -
1984 AGREEMENT BALANCING ACCOUNT CREDITS	\$ 1,997,220	\$ -	\$ -	\$ -	\$ -
WHOLESALE DEBIT SERVICE COVERAGE RESERVE	\$ 4,488,233	\$ -	\$ -	\$ -	\$ -
WHOLESALE DEFICIENCY OR CREDIT	\$ 20,015,287	\$ -	\$ -	\$ -	\$ -
PERCENT WHOLESALE DEFICIENCY OR CREDIT OF REVENUES AND EXCESS USE CHARGES	15.7%				
<b>PROJECTED WATER SALES (CCF)</b>	<b>85,920,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>WHOLESALE DEFICIENCY OR CREDIT (\$/CCF)</b>	<b>0.23</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROJECTED WHOLESALE RATE (UNIT COST (\$/CCF))</b>	<b>1.66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>PROJECTED SERVICE CHARGE REVENUES</b>	<b>\$ 4,620,300</b>				
<b>PROJECTED VOLUME CHARGE REVENUES</b>	<b>\$ 142,627,200</b>				
<b>TOTAL WHOLESALE REVENUES</b>	<b>\$ 147,247,500</b>				

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# ATTACHMENT O

**ATTACHMENT O**  
**STATEMENT OF WHOLESALE REVENUE REQUIREMENT/ CHANGES IN BALANCING ACCOUNT**  
**YEAR ENDED JUNE 30**  
**(Section 7.02.B)**

	FY 2008-09 Allocation to Wholesale Customers	FY 2009-10 Allocation to Wholesale Customers	Difference
Wholesale Revenue Requirement Calculation:			
Operating and maintenance (O&M) expense:			
San Francisco Water Enterprise:			
Source of supply	\$ 9,133,025	\$ 9,364,568	\$ 231,543
Pumping	\$ 325,946	\$ 334,210	\$ 8,264
Purification	\$ 20,437,460	\$ 20,821,372	\$ 383,912
Transmission and distribution	\$ 9,350,279	\$ 15,902,690	\$ 6,552,411
Customer Accounts	\$ 224,255	\$ 151,044	\$ (73,211)
Total SFWE operating and maintenance	\$ 39,470,965	\$ 46,573,884	\$ 7,102,919
Hetch Hetchy Water and Power (HHWP):			
Operating expenses	\$ 10,359,786	\$ 7,484,165	\$ (2,875,621)
Maintenance expenses	\$ 4,526,240	\$ 4,831,890	\$ 305,650
Total HHWP operating and maintenance	\$ 14,886,026	\$ 12,316,055	\$ (2,569,971)
Administrative and general (A&G) expenses:			
COWCAP			
SFWE	\$ 512,438	\$ 520,857	\$ 8,419
HHWP	\$ 162,364	\$ 348,968	\$ 186,604
SF Public Utilities Commission:			
SFWE	\$ 7,461,835	\$ 9,770,788	\$ 2,308,953
HHWP	\$ 2,357,622	\$ 1,959,603	\$ (398,019)
Other A&G – SFWE	\$ 8,234,799	\$ 3,770,749	\$ (4,464,050)
Other A&G – HHWP	\$ -	\$ 3,280,434	\$ 3,280,434
Compliance audit	\$ 95,338	\$ 100,000	\$ 4,662
Total administrative and general expenses	\$ 18,824,396	\$ 19,751,399	\$ 927,003
Property taxes (outside city only):			
SFWE	\$ 964,040	\$ 969,287	\$ 5,247
HHWP	\$ 120,923	\$ 139,732	\$ 18,809
Total property taxes	\$ 1,084,963	\$ 1,109,019	\$ 24,056
Capital Cost Recovery			
Pre-2009 Assets			
SFWE		\$ 24,051,326	
HHWP		\$ 3,118,033	
Debt Service on New Assets			
SFWE		\$ 17,952,931	
HHWP		\$ -	
Revenue Funded Assets			
SFWE		\$ 8,381,400	
HHWP		\$ 7,740,688	
Total Capital Cost Recovery	\$ 46,378,941	\$ 61,244,378	\$ 14,865,437
Total Wholesale Revenue Requirement	\$ 120,645,291	\$ 140,994,735	\$ 20,349,444
Balancing Account July 1			
Interest on adjusted beginning balance	\$ 21,176,614	\$ -	
Wholesale revenues billed	\$ 529,415	\$ -	
Excess use charges billed	\$ (123,604,000)	\$ (147,247,500)	
Wholesale Revenue Coverage Reserve	\$ -	\$ -	
Other adjustments	\$ -	\$ 4,488,233	
Settlement adjustments	\$ -	\$ -	
1984 Agreement Balancing Account Credits	\$ 21,006	\$ 21,006	
	\$ -	\$ 1,997,220	
Balancing Account June 30	\$ 18,768,326	\$ 253,694	

# ATTACHMENT P

**Attachment P**  
**REPRESENTATION LETTER**

Certification Pursuant to Water Sales Agreement (the Agreement) between the City and County of San Francisco (San Francisco) and certain wholesale customers in the counties of San Mateo, Santa Clara, and Alameda (the Wholesale Customers) effective July 1, 2009.

Each of the undersigned certifies that:

1. I have reviewed San Francisco Water Department and Hetch Hetchy Water & Power Department Report on the Calculation of the Wholesale Revenue Requirement and Statement of Changes in the Balancing Account (the Statement) for the year ended June 30, 200X;

Based on my knowledge, this report and Statement do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the report;

Based on my knowledge, the Statement and other financial information included in the report, fairly presents in all material respects the proper costs incurred and allocated to the Wholesale Customers in accordance with the provisions of the Agreement.

The below certifying officers and I are responsible for establishing and maintaining internal control over financial reporting and have:

Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting for purposes of the preparation of the Statement.

Evaluated the effectiveness of the allocation procedures to ensure compliance with the terms of the Agreement.

The Statement fully complies with the contractual requirements of the Agreement and fairly presents, in all material respects, the allocation of costs to the Wholesale Customers in accordance with the Agreement.

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General Manager, SFPUC Date

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Assistant General Manager & Chief Financial Officer, SFPUC Date

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Finance Director, SFPUC Date

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Accounting Manager, SFPUC Date

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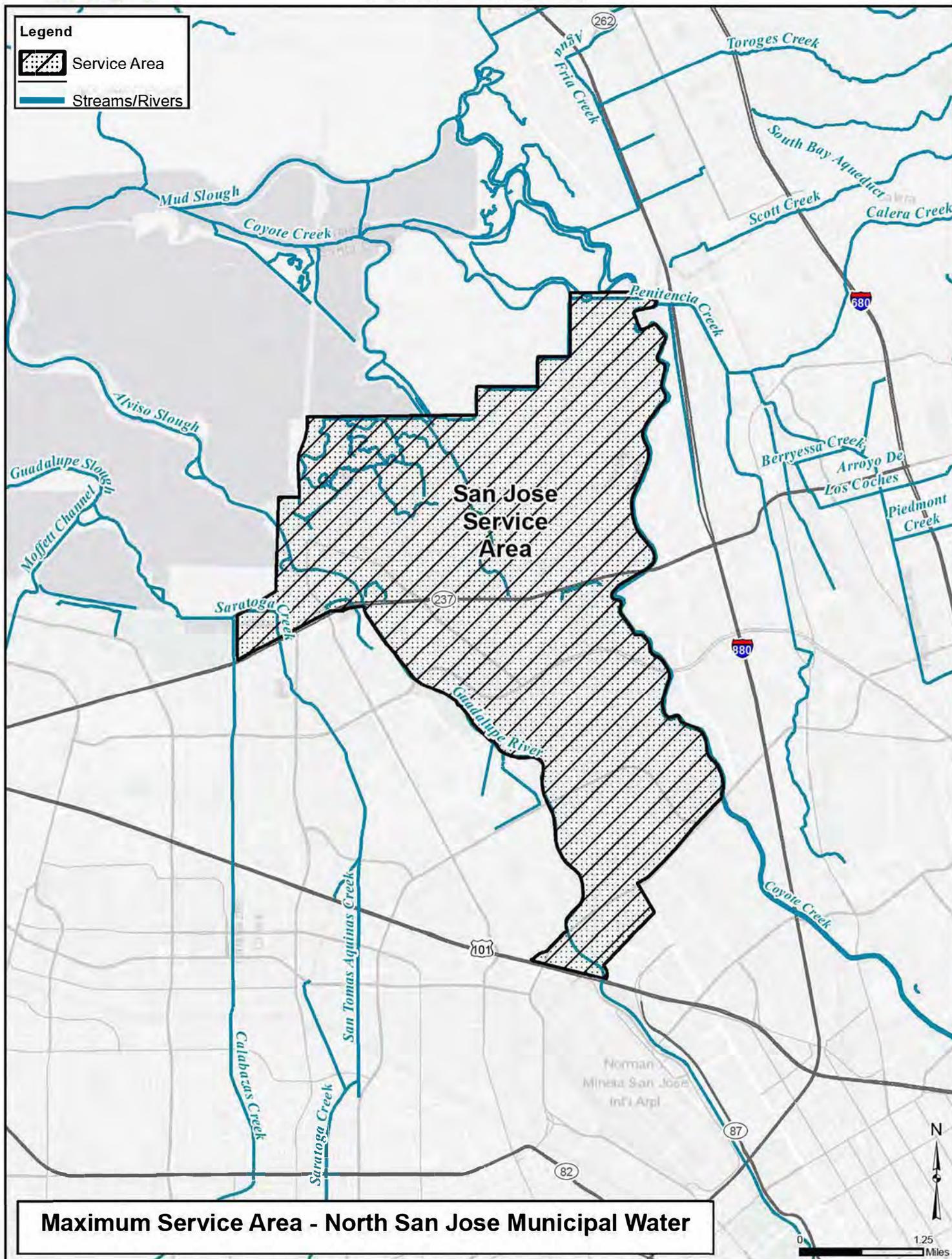
Financial Planning Manager, SFPUC Date

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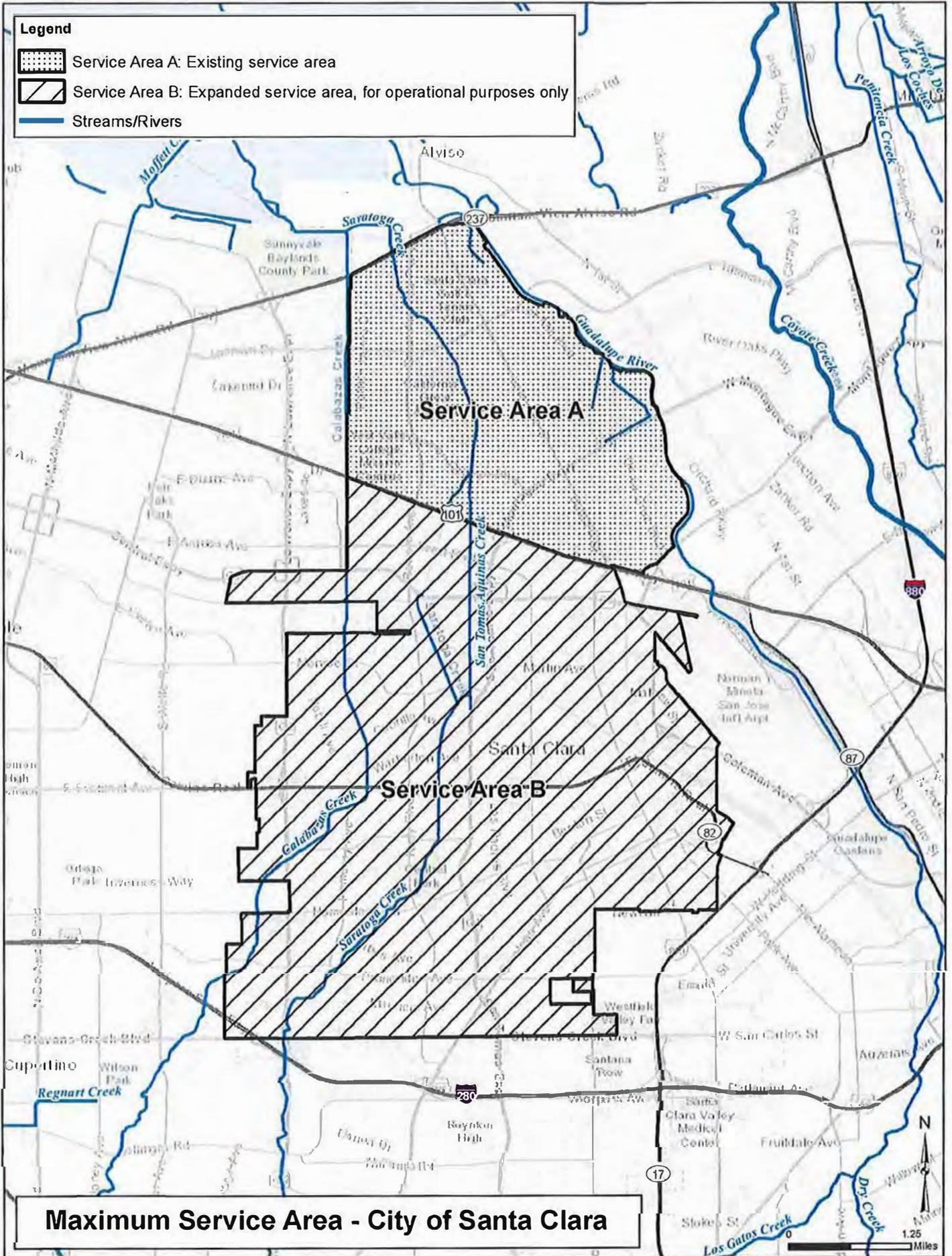
Senior Rates Administrator, SFPUC Date

# ATTACHMENT Q

# Attachment Q-1



# Attachment Q-2



# ATTACHMENT R

# ATTACHMENT R – CLASSIFICATION OF EXISTING SYSTEM ASSETS

## ATTACHMENT R-1

### INTRODUCTION TO ATTACHMENT R

Attachment R is composed of three documents (1) this **R-1 Introduction to Attachment R**, (2) **R-2 Special Classification of Discrete Projects for 2018 WSA Amendment Purposes**, and (3) **R-3 Major Hetch Hetchy Enterprise Existing System Assets**. These R series attachments provide a record for purposes of maintaining the historical basis for the allocation of capital costs and operating expenses associated with Existing System Assets generally, with greater detail provided for major Hetch Hetchy Enterprise Existing System Assets due to the complexity of tracking the Water-Only, Power-Only, and Joint classifications as inputs to the Wholesale Revenue Requirement under Sections 5.08 and 5.09 of the Agreement.

**Attachment R-2, Special Classification of Discrete Projects for 2018 WSA Amendment Purposes** defines a limited number of capital projects involving five Hetch Hetchy Enterprise Existing System Assets where the parties have agreed to classify defined capital project costs separately from the assets' underlying classification listed on Attachment R-3. The classification listed in Attachment R-3 will continue to control the allocation of capital costs and operating expenses once the defined capital projects described in Attachment R-2 are complete.

**Attachment R-3, Major Hetch Hetchy Enterprise Existing System Assets** is a record of major assets at the "facility group" level (see below) as of January 1, 2019. The table contains six columns and 578 rows. The facility groups are broken down into individual facilities or assets. The facility group name and classification are provided for each asset. Assets listed on Attachment R-3 are classified as Joint, Water-Only, or Power-Only. Each asset is also assigned a unique identification ("ID") number for ease of reference. Attachment R-3 is not a complete record of all Hetch Hetchy Enterprise Existing System Assets.

#### General Explanation of Classification.

A "facility group" is a location where a group of facilities is located. A single facility may constitute a facility group. A "facility" is a primary asset in a facility group whose function determines its classification and the classification of appurtenances or sub-assets. An appurtenance is an asset or sub-asset that supports the function of the facility to which it is appurtenant. In most cases the classification of the appurtenance is determined by the classification of the facility to which the appurtenance belongs. The function of the appurtenance may not necessarily control its classification.

The classification of appurtenant assets generally follows the classification of the facility group served. These appurtenant assets include security, offices/housing, and utilities serving the facility group such as domestic water, wastewater, communications and solid waste disposal. Power distribution assets that provide power to a facility group (e.g. lower voltage power distribution lines) generally carry the classification of the facility group served, but do not include power generation or higher voltage transmission lines for export of power elsewhere, which remain classified as Power-Only. With limited exceptions for roads exclusively accessing Power-Only facilities, roads and bridges are classified as Joint because most roads serve multiple facilities or Joint facilities. Equipment and rolling stock are generally classified as Joint unless the asset has a specialized purpose serving the Power function. Capital costs and operating expenses related to Camp Mather are charged to Power in order to segregate these costs from the Wholesale Revenue Requirement.

**ATTACHMENT R-2**

**SPECIAL CLASSIFICATION OF DISCRETE PROJECTS FOR  
2018 WSA AMENDMENT PURPOSES**

<b>Asset</b>	<b>Asset Classification</b>	<b>Project</b>	<b>Project Classification<sup>1</sup></b>
<b>Lower Cherry Aqueduct</b>	Joint	Lower Cherry Aqueduct Project	Water <sup>2</sup>
<b>Mountain Tunnel</b>	Joint	Mountain Tunnel Interim Work	Water <sup>3</sup>
<b>Mountain Tunnel</b>	Joint	Mountain Tunnel Long Term Repairs	Water <sup>3</sup>
<b>Mountain Tunnel</b>	Joint	Mountain Tunnel Flow Control Facility (FCF) Project	Joint <sup>5</sup>
<b>Kirkwood Penstock</b>	Power	Kirkwood Penstock Project	Joint <sup>4</sup>
<b>Moccasin Powerhouse Penstock</b>	Power	Moccasin Penstock Project	Joint <sup>4</sup>
<b>Moccasin Lower Dam</b>	Water	Moccasin Dam Interim Repairs	Joint <sup>5</sup>
<b>Moccasin Lower Dam</b>	Water	Moccasin Dam Long-Term Improvements	Joint <sup>5</sup>

**These Project Classifications are Exceptions to the Fixed Asset Classifications in Attachment R-3**

Attachment R-3 lists major Hetch Hetchy Enterprise Existing System Assets and their agreed-upon classifications (Power, Joint or Water). The classification for all Existing System Assets is fixed and applies to all related expenditures, including capital, regulatory, operating and maintenance expenses, and whether the expenditure alters, rebuilds or replaces the asset, and any appurtenances.

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<sup>1</sup> Expires June 30, 2034

<sup>2</sup> Project capital costs may include costs incurred in FY 2013-14 and subsequent Fiscal Years until project is complete

<sup>3</sup> Project capital costs may include costs incurred in FY 2011-12 and subsequent Fiscal Years until project is complete

<sup>4</sup> Project capital costs may include costs incurred in FY 2009-10 and subsequent Fiscal Years until project is complete

<sup>5</sup> Project capital costs may include costs incurred in FY 2017-18 and subsequent Fiscal Years until project is complete

In 2018, the parties agreed to classify certain capital projects (but not the underlying asset classifications shown on Attachment R-3) for a select number of Hetch Hetchy Enterprise Existing System Assets. These projects are defined below. These project-related classification changes, shown on this Attachment R-2, are part of the 2018 amendments to the Agreement and are not precedential for any other asset-related capital cost or operating expense.

The capital costs for the projects defined below shall be allocated in accordance with the project classifications shown on this Attachment R-2 so long as the projects are approved by the SFPUC following necessary CEQA review. Once the project, as defined below, is complete and the Commission adopts a project administrative closeout resolution authorizing final payment to the contractor(s), the separate project classification expires and all subsequent capital costs and operating expenses related to the asset will follow the existing asset classification shown on Attachment R-3. The project classification exceptions will expire on June 30, 2034 and all future capital and operating costs and expenses will follow the asset classification, even if a project has not been completed by the SFPUC by that date.

Unless specified otherwise, the capital costs for each project specified below includes costs incurred by the SFPUC for the construction of the project using debt or revenue funding, along with all project-related planning costs, engineering costs, engineering services, costs to obtain project-related regulatory permits, fees for environmental consultants, mitigation costs, legal fees, and other costs that are required to construct and place the project in operation as a water conveyance or power generation facility, or to serve both functions. The allocation of project capital costs includes expenditures incurred in fiscal years prior to FY 2018-19 where noted.

### **Project Classification Descriptions<sup>6</sup>**

- 1. Lower Cherry Aqueduct Project** means repairs along the Lower Cherry Aqueduct system from and including the Cherry Creek Diversion Dam downstream to and including a connection to the pool behind Early Intake Dam, including expenditures incurred in FY 2013-14 and subsequent fiscal years until the project is complete.
- 2. Mountain Tunnel Interim Work** means the investigations, interim repairs to the tunnel as well as improvements to access roads and adits for Adit 5/6 and Adit 8/9 already funded or included in the FY 2017-18 ten-year CIP, including expenditures incurred in FY 2011-12 and subsequent fiscal years until the project is complete.
- 3. Mountain Tunnel Long Term Repairs** means repair or replacement of tunnel lining not performed as part of the Mountain Tunnel Interim Work, contact grouting of the entire tunnel lining, completion of hydraulic improvements, installation of steel lining in sections of the tunnel to accommodate increased pressure, extension of the siphon crossing under the South Fork of the Tuolumne River, an enlarged concrete portal and bulkhead at Early Intake, and roadway access improvements to tunnel entry points at the South Fork Tuolumne River crossing, Adit 8-9 and Adit 5-6. Project capital costs include costs incurred in FY 2011-12 and subsequent fiscal years until the project is complete.

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<sup>6</sup> SFPUC and BAWSCA discussed and agreed to omit the following projects from this special project classification: 1) Early Intake Diversion Dam and Reservoir, 2) Moccasin Power Tunnel, and 3) Kirkwood Generator Bypass and Moccasin Generator #1 & 2 Bypasses. All capital costs and operating expenses related to these assets will follow the existing asset classification shown on Attachment R-3.

4. **Mountain Tunnel Flow Control Facility (FCF) Project** means construction of a FCF at the downstream end of Mountain Tunnel to reduce lining damage by eliminating the daily cycling between open channel and pressurized flow conditions inside the tunnel, and to allow access to the tunnel when the elevation of the water surface in Priest Reservoir is higher than the elevation of Priest Portal. The project consists of constructing a bypass tunnel, a FCF access shaft and related appurtenances, installing flow control valves and associated mechanical, electrical, and instrumentation as well as construction of a new Mountain Tunnel adit at Priest Reservoir, and a new access road to the FCF. The bypass will be fully steel lined to accommodate higher operating pressures, and a concrete plug will be constructed at the upstream end where water is diverted into the FCF. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.
5. **Kirkwood Penstock Project** means repair, rehabilitation or replacement of the penstock between the Canyon Portal Valve House and the outside of the northern wall of the Kirkwood Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.
6. **Moccasin Dam Interim Repairs** means repairs and improvements related to damage caused by the March 22, 2018 storm with the goal of returning the reservoir to service at a restricted water pool elevation. The interim measures include repairs and improvements to the Moccasin Creek Diversion Dam and Bypass, Moccasin Reservoir, access and automation improvements at Gate No. 3 Tower, the Lower Moccasin Dam Auxiliary Spillway, and the downstream channel of Moccasin Creek. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until the project is complete.
7. **Moccasin Dam Long-Term Improvements** means upgrading the Moccasin Reservoir facilities to meet long-term operational and dam safety needs, including the Lower Moccasin Dam, Moccasin Creek Diversion Dam, spillways, outlet works, and other appurtenant facilities, excluding the Moccasin Low Head Hydropower Plant and appurtenances. The work consists of repairs and upgrades to restore the capability to accommodate changes in flow associated with water delivery and power generation, provide hydraulic control for delivery of water to the Bay Area, permit the discharge of excess water downstream to Don Pedro Reservoir, and satisfy State regulatory requirements and guidelines. The Joint classification for this project would include all work, regardless of whether or not specific elements are required by the State of California. Project capital costs include costs incurred in FY 2017-18 and subsequent fiscal years until project is complete.
8. **Moccasin Penstock Project** means the repair, rehabilitation or replacement of the Moccasin Penstocks to ensure reliable water delivery to the Bay Area and support power generation at Moccasin Powerhouse. Project facilities would extend from the western end of the Moccasin Power Tunnel to the eastern wall of the Moccasin Powerhouse. The Joint classification for this project would exclude valves, electronic controls and other appurtenances needed for power operations but not for delivery of water to the Bay Area. Project capital costs include costs incurred in FY 2009-10 and subsequent fiscal years until the project is complete.

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
1	CPSCADA	Canyon Tunnel	CANYON PORTAL SCADA RTU (FUT.)	Joint	1
2	OSHCANTNL	Canyon Tunnel	OSHAUGHNESSY CANYON POWER TUNNEL	Joint	2
3	CV	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAMS AND BUILDINGS	Joint	3
4	CVBLDGS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY BUILDINGS	Joint	4
5	CVFUEL	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY FUELING STATION	Joint	5
6	CVPS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION	Power	6
7	ELBAT	Cherry and Eleanor Dams/Compounds	ELEANOR BATTERY BANK	Joint	7
8	ELCOT	Cherry and Eleanor Dams/Compounds	COTTAGE, LAKE ELEANOR	Joint	8
9	ELDORM	Cherry and Eleanor Dams/Compounds	DORM, COOKHOUSE, GARAGE LAKE ELEANOR	Joint	9
10	ELDWSCT	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR WATER TANK	Joint	10
11	ELEANOR	Cherry and Eleanor Dams/Compounds	LAKE ELEANOR EQUIPMENT	Joint	11
12	ELWHSE	Cherry and Eleanor Dams/Compounds	WAREHOUSE, LAKE ELEANOR	Joint	12
13	CVPSPRORLY	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY PUMP STATION PROTECTIVE RELAYS	Power	13
14	CVDM	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DAM	Joint	14
15	CVDWS	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY DOMESTIC WATER SYSTEM	Joint	15
16	CVVH	Cherry and Eleanor Dams/Compounds	CHERRY VALLEY VALVE HOUSE	Joint	16
17	ELNCHRTNL	Cherry and Eleanor Dams/Compounds	ELEANOR - CHERRY TUNNEL	Joint	17
18	ELNRDM	Cherry and Eleanor Dams/Compounds	ELEANOR DAM	Joint	18
19	ICP	Early Intake Dam and Reservoir	INTAKE CAMP EQUIPMENT AND GROUNDS	Joint	19
20	ICPCT	Early Intake Dam and Reservoir	INTAKE CAMP COTTAGES	Joint	20
21	ICPFUEL	Early Intake Dam and Reservoir	INTAKE CAMP FUELING SYSTEM	Joint	21
22	ICPLINERIGSH	Early Intake Dam and Reservoir	INTAKE CAMP LINEMENS RIGGING SHED BUILDING	NA	22
23	ICPMAIL	This row not included by SFPUC	INTAKE MAIL SHACK	NA	23
24	ICPSAND	Early Intake Dam and Reservoir	INTAKE CAMP SAND STORAGE BUILDING	Joint	24
25	ICPSEW	Early Intake Dam and Reservoir	INTAKE CAMP SEWAGE SYSTEM	Joint	25
26	ICPTV	Early Intake Dam and Reservoir	INTAKE CAMP TV SYSTEM	Joint	26
27	ICPWSTN	Early Intake Dam and Reservoir	INTAKE WEATHER STATION	Joint	27
28	IWSSCADA	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER SYS RTU	Joint	28
29	ICPEL	Early Intake Dam and Reservoir	INTAKE CAMP ELECTRICAL SYSTEM	Joint	29
30	ICPDWSBFP	Early Intake Dam and Reservoir	INTAKE DOMESTIC WATER BACK FLOW PREVENTERS, ICP	Joint	30
31	ICPPPOOL	Early Intake Dam and Reservoir	INTAKE CAMP SWIMMING POOL	Joint	31
32	ICPWTS	Early Intake Dam and Reservoir	INTAKE CAMP WATER SYSTEM	Joint	32
33	ICPDM	Early Intake Dam and Reservoir	INTAKE CAMP DAM	Joint	33
34	INTRES	Early Intake Dam and Reservoir	INTAKE RESERVOIR	Joint	34
35	GPL	Holm Powerhouse	22.9KV-GRANITE PORTAL LINE	Power	35
36	H1	Holm Powerhouse	HOLM UNIT #1	Power	36
37	H1PRORLY	Holm Powerhouse	HPH UNIT #1 PROTECTIVE RELAYS	Power	37
38	H2	Holm Powerhouse	HOLM UNIT #2	Power	38
39	H2PRORLY	Holm Powerhouse	HPH UNIT #2 PROTECTIVE RELAYS	Power	39
40	HAX	Holm Powerhouse	HPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	40
41	HL2TTGE	Holm Powerhouse	HPH LINE #2 TRANSFER TRIP GE	Power	41
42	HPH	Holm Powerhouse	HOLM POWERHOUSE	Power	42
43	HPHBATTERY	Holm Powerhouse	HPH BATTERY SYSTEM	Power	43
44	HPHPEN	Holm Powerhouse	HOLM POWERHOUSE PENSTOCK	Power	44
45	HPHPRORLYTMP	Holm Powerhouse	TEMP HOLING SPOT FOR PRO RLYS	Power	45
46	HPHRF#1	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #1	Power	46
47	HPHRF#2	Holm Powerhouse	HOLM POWERHOUSE ROOF FAN #2	Power	47
48	HPHWW	Holm Powerhouse	HPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	48
49	HPRORLY	Holm Powerhouse	HPH PROTECTIVE RELAYS	Power	49
50	HSPARES	Holm Powerhouse	ALL HOLM POWERHOUSE SPARES	Power	50
51	HVH	Holm Powerhouse	HOLM VALVE HOUSE	Power	51

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
52	CVPWRTNL	Holm Powerhouse	CHERRY POWER TUNNEL	Power	52
53	GPSCADA	Holm Powerhouse	GRANITE PORTAL SCADA RTU (FUT.)	Power	53
54	H1ASCADA	Holm Powerhouse	HPH UNIT 1 ANNUNCIATOR RTU	Power	54
55	H2ASCADA	Holm Powerhouse	HPH UNIT 2 ANNUNCIATOR RTU	Power	55
56	HPHSCADA	Holm Powerhouse	HOLM POWERHOUSE SCADA RTU	Power	56
57	HPHVMS	Holm Powerhouse	HPH VIBRATION MONITORING SYSTEM	Power	57
58	KPH2SCADA	Kirkwood Powerhouse	KPH PENSTOCK MONITORING SYS RTU	Power	58
59	KPH	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE	Power	59
60	KPHB	Kirkwood Powerhouse	KPH BATHROOM	Power	60
61	KPHOFFICE	Kirkwood Powerhouse	KPH OPERATOR OFFICE	Power	61
62	KVH	Kirkwood Powerhouse	KIRKWOOD VALVE HOUSE	Joint	62
63	K1	Kirkwood Powerhouse	KIRKWOOD UNIT #1	Power	63
64	K1PRORLY	Kirkwood Powerhouse	KPH UNIT #1 PROTECTIVE RELAYS	Power	64
65	K2	Kirkwood Powerhouse	KIRKWOOD UNIT #2	Power	65
66	K2PRORLY	Kirkwood Powerhouse	KPH UNIT #2 PROTECTIVE RELAYS	Power	66
67	K3	Kirkwood Powerhouse	KIRKWOOD UNIT #3	Power	67
68	K3PRORLY	Kirkwood Powerhouse	KPH UNIT #3 PROTECTIVE RELAYS	Power	68
69	KAX	Kirkwood Powerhouse	KPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	69
70	KAXBKR5211	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-11 MATHER / ICP LINE	Power	70
71	KAXBKR5212	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-12 CANYON PORTAL LINE	Power	71
72	KAXBKR5221	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-21 MATHER / ICP LINE	Power	72
73	KAXBKR5222	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-22 MATHER 22KV LINE	Power	73
74	KAXBKR52S1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-S1 STATION SERVICE	Power	74
75	KAXBKR52S2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-S2 STATION SERVICE	Power	75
76	KAXBKR52S3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-S3 STATION SERVICE	Power	76
77	KAXBKRBT	Kirkwood Powerhouse	KPH BREAKER LOCATION 52-BUS TIE	Power	77
78	KAXBKRBT23	Kirkwood Powerhouse	KPH BREAKER LOCATION 23-BUS TIE	Power	78
79	KAXBKRBT32	Kirkwood Powerhouse	KPH BREAKER LOCATION 32-BUS TIE	Power	79
80	KAXBKRSS1	Kirkwood Powerhouse	KPH1 BREAKER LOCATION 52-SS1 STATION SERVICE	Power	80
81	KAXBKRSS2	Kirkwood Powerhouse	KPH2 BREAKER LOCATION 52-SS2 STATION SERVICE	Power	81
82	KAXBKRSS3	Kirkwood Powerhouse	KPH3 BREAKER LOCATION 52-SS3 STATION SERVICE	Power	82
83	KAXBREAKERS	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE BREAKERS	Power	83
84	KPHBATTERY	Kirkwood Powerhouse	KPH BATTERY SYSTEM	Power	84
85	KPHDCV	Kirkwood Powerhouse	KPH DELUGE CONTROL VALVE	Power	85
86	KPHGENBRK	Kirkwood Powerhouse	KPH SPARE GENERATOR BREAKER	Power	86
87	KPHOILFLT	Kirkwood Powerhouse	KPH PORTABLE XFMR OIL FILTER	Power	87
88	KPHPEN	Kirkwood Powerhouse	KIRKWOOD POWERHOUSE PENSTOCK	Power	88
89	KPHRF	Kirkwood Powerhouse	KPH RECIRCULATING FAN	Power	89
90	KPRORLY	Kirkwood Powerhouse	KPH PROTECTIVE RELAYS	Power	90
91	KSPARES	Kirkwood Powerhouse	ALL KIRKWOOD POWERHOUSE SPARES	Power	91
92	KPHAXWPV	Kirkwood Powerhouse	KPH AUX WHEEL PIT VENT	Power	92
93	KPHBYPSSYS	Kirkwood Powerhouse	KPH GENERATOR BYPASS	Power	93
94	KPHWW	Kirkwood Powerhouse	KPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	94
95	K1ASCADA	Kirkwood Powerhouse	KPH UNIT 1 ANNUNCIATOR RTU	Power	95
96	K2ASCADA	Kirkwood Powerhouse	KPH UNIT 2 ANNUNCIATOR RTU	Power	96
97	KPH1SCADA	Kirkwood Powerhouse	KPH SCADA RTU	Power	97
98	VIBMONSYS	Kirkwood Powerhouse	ALL VIBRATION MONITORING SYSTEMS & EQUIPMENT	Power	98
99	KPHVMS	Kirkwood Powerhouse	KPH VIBRATION MONITORING SYSTEM	Power	99
100	KPHTRBMTR	Kirkwood Powerhouse	KPH TURBIDIMETER	Water	100
102	RAKERLANDS	Support Systems, Utilities and Other	RAKER ACT LANDS & US LAND APPLICATIONS	Joint	102
103	SJLANDS	Support Systems, Utilities and Other	SAN JOAQUIN COUNTY LANDS	Joint	103

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
104	STANISLANDS	Support Systems, Utilities and Other	STANISLAUS COUNTY LANDS	Joint	104
105	TUOLUMNELAN	Support Systems, Utilities and Other	TUOLUMNE & MARIPOSA COUNTY LANDS	Joint	105
106	CC	Lower Cherry Creek Aqueduct	CHERRY CREEK EQUIPMENT AND BUILDING	Joint	106
107	CCAQ	Lower Cherry Creek Aqueduct	CHERRY CREEK AQUEDUCT	Joint	107
108	CCDDM	Lower Cherry Creek Aqueduct	CHERRY CREEK DIVERSION DAM	Joint	108
109	CHDIVTUN	Lower Cherry Creek Aqueduct	CHERRY DIVERSION TUNNEL	Joint	109
110	CVDIVCANAL	Lower Cherry Creek Aqueduct	CHERRY TO INTAKE DIVERSION CANAL	Joint	110
118	MLSSCADA	Moccasin Administrative Compound	MOCCASIN LIFT STATION RTU	Joint	118
119	MPHWS	Moccasin Administrative Compound	MOCCASIN WEATHER STATION	Joint	119
120	MWSSCADA	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYS RTU	Joint	120
121	EQP-HH	Moccasin Administrative Compound	NON-AUTOMOTIVE EQUIPMENT	Joint	121
122	ETESTEQUIP	Moccasin Administrative Compound	ELECTRONIC TEST EQUIPMENT	Joint	122
126	MCPARC	Moccasin Administrative Compound	MOCCASIN ARCHIVES / RECORDS OFFICE	Joint	126
127	MCPBH	Moccasin Administrative Compound	MOCCASIN BUNKHOUSE	Joint	127
128	MCPBLPRK	Moccasin Administrative Compound	MOCCASIN CAMP BALL PARK	Joint	128
129	MPCARP	Moccasin Administrative Compound	MOCCASIN CARPENTER SHOP BUILDING	Joint	129
130	MPCARPORP	Moccasin Administrative Compound	SHOP AREA CAR PORTS	Joint	130
131	MCPCH	Moccasin Administrative Compound	MOCCASIN CLUBHOUSE/ADMIN. BLDG.	Joint	131
132	MPCPM	Moccasin Administrative Compound	MOCCASIN CONSTRUCTION MANAGEMENT OFFICES, MOCCASIN	Joint	132
133	MPCPOT10	Moccasin Administrative Compound	COTTAGE 10	Joint	133
134	MPCPOT13	Moccasin Administrative Compound	CMB SURVEY ADMINISTRATIVE OFFICE	Joint	134
135	MPCPOT14	Moccasin Administrative Compound	ITS ADMINISTRATIVE OFFICE	Joint	135
136	MPCPOT15	Moccasin Administrative Compound	GUEST COTTAGE 15	Joint	136
137	MPCPOT16	Moccasin Administrative Compound	MOCCASIN FINANCE OFFICE	Joint	137
138	MPCPOT17	Moccasin Administrative Compound	TRAINING OFFICE	Joint	138
139	MPCPOT18	Moccasin Administrative Compound	EXERCISE BUILDING	Joint	139
140	MPCPOT36	Moccasin Administrative Compound	WATERSHED ADMINISTRATIVE OFFICE	Joint	140
141	MPCPOT41	Moccasin Administrative Compound	GUEST COTTAGE 41	Joint	141
142	MPCRDDBRD	Moccasin Administrative Compound	MCP CARDBOARD COMPACTOR	Joint	142
143	MCPCT	Moccasin Administrative Compound	MOCCASIN CAMP COTTAGES	Joint	143
144	MCPLEC	Moccasin Administrative Compound	MOCCASIN CAMP ELECTRIC SHOP	Joint	144
145	MCPENG	Moccasin Administrative Compound	MOCCASIN ENGINEERING OFFICE	Joint	145
146	MCPFIREGAR	Moccasin Administrative Compound	MOCCASIN FIRE TRUCK GARAGE	Joint	146
147	MCPFLDOFF	Moccasin Administrative Compound	MOCCASIN FIELD OFFICE BUILDING	Joint	147
148	MCPFUEL	Moccasin Administrative Compound	MOCCASIN CAMP FUELING STATION	Joint	148
149	MCPGARD	Moccasin Administrative Compound	MOCCASIN GARDENERS SHOP	Joint	149
150	MCPGREENHS	Moccasin Administrative Compound	MOCCASIN GREENHOUSE	Joint	150
151	MCPLINE	Moccasin Administrative Compound	MOCCASIN POWER LINE SHOP BUILDING	Power	151
152	MCPMACHSP	Moccasin Administrative Compound	MOCCASIN MACHINE AND AUTO SHOP BLDG	Joint	152
153	MCPMERC	Moccasin Administrative Compound	MOCCASIN EMERGENCY RESPONSE CENTER	Joint	153
154	MCPMNTFAC	Moccasin Administrative Compound	MOCCASIN MAINTENANCE FACILITY	Joint	154
156	MCPOMPH	Moccasin Administrative Compound	MOCC CAMP OLD MOCCASIN POWERHOUSE: Long term storage	Joint	156
157	MCPPAINTSP	Moccasin Administrative Compound	MOCCASIN CAMP PAINT SHOP	Joint	157
158	<del>MCPPLAN</del>	Moccasin Administrative Compound	PLANNING AND SCHEDULING BUILDING	Joint	158
159	MCPPLUMB	Moccasin Administrative Compound	MOCCASIN PLUMBERS SHOP	Joint	159
160	MCPPOOL	Moccasin Administrative Compound	MOCCASIN CAMP SWIMMING POOL	Joint	160
161	MCPRECFAL	Moccasin Administrative Compound	MOCCASIN RECREATIONAL FACILITY	Joint	161
162	MCPSAWMIL	Moccasin Administrative Compound	MOCCASIN SAWMILL FACILITY	Joint	162
163	MCPSCADATRLR	Moccasin Administrative Compound	MOCCASIN SCADA TRAILER, MOCCASIN	Joint	163
164	MCP SCHOOL	Moccasin Administrative Compound	MOCCASIN SCHOOL BUILDING	Joint	164
165	MCPSEWLIFT1	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE LIFT STATION 1	Joint	165

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
166	MCPSEWSYS	Moccasin Administrative Compound	MOCCASIN CAMP SEWAGE SYSTEM	Joint	166
167	MCPTECH	Moccasin Administrative Compound	MOCCASIN CAMP TECH SHOP	Joint	167
168	MCPTGSTMPFAC	Moccasin Administrative Compound	MOCCASIN TEMPORARY GUEST ACCOMMODATIONS	Joint	168
169	MCPTOOLRM	Moccasin Administrative Compound	MOCCASIN TOOL ROOM BUILDING	Joint	169
170	MCPUEB	Moccasin Administrative Compound	MOCCASIN Bldg 57	Joint	170
171	MCPWHSE	Moccasin Administrative Compound	MOCCASIN WAREHOUSE & SHOPS BLDG	Joint	171
173	MCPSL	Moccasin Administrative Compound	MOCCASIN CAMP STREET LIGHTS	Joint	173
174	MCPDWS	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM	Joint	174
175	MCPDWSBFP	Moccasin Administrative Compound	MOCCASIN DOMESTIC WATER SYSTEM BACK FLOW PREVENTER	Joint	175
176	ELECTDVCS	Moccasin Administrative Compound	SMALL ELECTRONIC DEVICES AND EQUIPMENT, MOCCASIN	Joint	176
177	MCPWQ2	Moccasin Administrative Compound	MCP WATER QUALITY BUILDING 2	Water	177
178	MCPWQLABS	Moccasin Administrative Compound	MCP WATER QUALITY LABS	Water	178
179	MPFLOSCADA	Moccasin Powerhouse	MPH PENSTOCK FLOW MTRING SCADA RTU	Power	179
180	MPH	Moccasin Powerhouse	MOCCASIN POWERHOUSE	Power	180
181	MPHAUXCMP	Moccasin Powerhouse	MPH AUX. AIR COMPRESSOR	Power	181
182	MPHCR	Moccasin Powerhouse	MPH MAIN CONTROL ROOM	Joint	182
183	MPHHWT	Moccasin Powerhouse	MOCCASIN POWERHOUSE HOT WATER TANK	Joint	183
184	MPHOILROOM	Moccasin Powerhouse	MPH OIL TREATMENT ROOM	Power	184
185	MPHSTOR	Moccasin Powerhouse	MOCCASIN PH STORAGE BUILDING	Power	185
186	M1	Moccasin Powerhouse	MOCCASIN UNIT #1	Power	186
187	M1PRORLY	Moccasin Powerhouse	MPH UNIT #1 PROTECTIVE RELAYS	Power	187
188	M2	Moccasin Powerhouse	MOCCASIN UNIT #2	Power	188
189	M2PRORLY	Moccasin Powerhouse	MPH UNIT #2 PROTECTIVE RELAYS	Power	189
190	MAX	Moccasin Powerhouse	MPH EXCITERS, GOVERNORS, TAIL RACE AND OTHER	Power	190
191	MAX52BT	Moccasin Powerhouse	52-BT BUS TIE CIRCUIT BREAKER LOCATION	Power	191
192	MAXBRK	Moccasin Powerhouse	MOCCASIN POWERHOUSE CIRCUIT BREAKERS	Power	192
193	MAXBRKSS1	Moccasin Powerhouse	52-SS1 STATION SERVICE CIRCUIT BREAKER LOCATION	Power	193
194	MAXBRKSS2	Moccasin Powerhouse	VILLAGE XFMR 52-SS2 STATION SERVICE LOCATION	Power	194
195	MBRK52S1	Moccasin Powerhouse	52-S1 CIRCUIT BREAKER LOCATION	Power	195
196	MBRK52S2	Moccasin Powerhouse	52-S2 CIRCUIT BREAKER LOCATION	Power	196
197	MPHBATTERY	Moccasin Powerhouse	MPH BATTERY SYSTEM	Power	197
198	MPHDELVAL	Moccasin Powerhouse	MPH DELUGE VALVE SYSTEM	Power	198
199	MPHMCB	Moccasin Powerhouse	MPH MAIN CONTROL BOARD	Power	199
200	MPHPEN	Moccasin Powerhouse	MOCCASIN POWERHOUSE PENSTOCK	Power	200
201	MPRORLY	Moccasin Powerhouse	MPH PROTECTIVE RELAYS	Power	201
202	MSPARES	Moccasin Powerhouse	ALL MPH SPARE EQUIPMENT	Power	202
203	MSY	Moccasin Powerhouse	MOCCASIN SWITCHYARD	Power	203
204	MSYLIGHTS	Moccasin Powerhouse	MSY MERCURY VAPOR LIGHTS	Power	204
205	PWRSCHEDE	Moccasin Powerhouse	MPH POWER SCHEDULING COMPUTERS	Power	205
206	MOCCPWUS	Moccasin Powerhouse	MOCCASIN POWER TUNNEL SURGE SHAFT	Power	206
207	MPHBYPYS1	Moccasin Powerhouse	MPH GENERATOR BYPASS #1	Power	207
208	MPHBYPYS2	Moccasin Powerhouse	MPH GENERATOR BYPASS #2	Power	208
209	MPHWW	Moccasin Powerhouse	MPH TSOV, SLIDE GATES AT TAILRACE, ETC	Power	209
210	BNVMSCPU	Moccasin Powerhouse	BENTLY-NEVADA VIBRATION MONITORING SYS CENTRAL PRO	Power	210
211	MPHSCADA	Moccasin Powerhouse	MOCCASIN POWERHOUSE SCADA RTU	Power	211
212	PMBSCADA	Moccasin Powerhouse	PG&E MAIL BOX SCADA RTU	Power	212
213	MLHSCADA	Moccasin Administrative Compound	MOCCASIN LOW-HEAD PWR STA SCADA RTU	Power	213
214	MLHVMS	Moccasin Administrative Compound	MOCC. LOWHEAD VIBRATION MONITORING SYSTEM	Power	214
215	MPHVMS	Moccasin Administrative Compound	MPH VIBRATION MONITORING SYSTEM	Power	215
216	MLH	Moccasin Administrative Compound	MOCCASIN LOW HEAD POWER PLANT	Power	216
217	MLHPEN	Moccasin Administrative Compound	MOCCASIN LOWHEAD PENSTOCK	Power	217

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
218	M3	Moccasin Administrative Compound	MOCCASIN LOWHEAD UNIT	Power	218
219	MLHBATTERY	Moccasin Administrative Compound	MOCCASIN LOW-HEAD BATTERY SYS	Power	219
220	MLHMCB	Moccasin Administrative Compound	MOCC LOWHEAD MAIN CONTROL BOARD	Power	220
221	MLHPRORLY	Moccasin Administrative Compound	MLH PROTECTIVE RELAYS	Power	221
222	MLHTS	Moccasin Administrative Compound	MOCCASIN LOW HEAD TELEPHONE SYSTEM	Power	222
223	MPHRESBYP	Moccasin Administrative Compound	MOCCASIN RESERVOIR BYPASS	Water	223
224	MLHPRGCTRL	Moccasin Administrative Compound	MLH PROGRAMABLE CONTROLLER	Power	224
225	MCPFDWDM	Moccasin Administrative Compound	DOMESTIC WATER METERS / HATCHERY	Joint	225
226	MCPBR	Moccasin Administrative Compound	MCP TIMBER BRIDGE / TRASH RACK	Water	226
227	MCPCANAL	Moccasin Administrative Compound	MOCCASIN CANAL	Water	227
228	MCPRES	Moccasin Administrative Compound	MOCCASIN CAMP RESERVOIR	Water	228
229	MOCCLDM	Moccasin Administrative Compound	MOCCASIN LOWER DAM, MOCCASIN	Water	229
230	MOCCUDM	Moccasin Administrative Compound	MOCCASIN CREEK UPPER DIVERSION DAM , MOCCASIN	Water	230
231	MG3SCADA	Moccasin Administrative Compound	MOCCASIN GATE NO. 3 RTU	NA	231
232	FTHTNLJACPU	Moccasin Administrative Compound	MOCCASIN RESERVOIR TURBIDITY SUPPLY JACK PUMP SITE	Water	232
233	KBP	Mountain Tunnel	KIRKWOOD/INTAKE BYPASS SYSTEM	Joint	233
234	MTNTNLDIV	Mountain Tunnel	MOUNTAIN TUNNEL AND ADITS	Joint	234
235	SF	Mountain Tunnel	SOUTH FORK EQUIPMENT & BUILDINGS	Joint	235
236	SFFUEL	Mountain Tunnel	SOUTH FORK FUELING STATION	Joint	236
237	SFOFF	Mountain Tunnel	SOUTH FORK OFFICE BUILDING	Joint	237
238	MT1-2AD	Mountain Tunnel	MTN TNL DIV 1-2 TUNNEL ACCESS	Joint	238
239	MT3-4AD	Mountain Tunnel	MTN TNL DIV 3-4 TUNNEL ACCESS	Joint	239
240	MT5-6AD	Mountain Tunnel	MTN TNL DIV 5-6 TUNNEL ACCESS	Joint	240
241	MT8-9AD	Mountain Tunnel	MTN TNL DIV 8-9 TUNNEL ACCESS	Joint	241
242	MTBIGCRSH	Mountain Tunnel	MTN TNL DIV BIG CREEK SHAFT,	Joint	242
243	MTDSFC	Mountain Tunnel	SOUTH FORK CROSSING	Joint	243
244	MTEIAD	Mountain Tunnel	MTN TNL DIV ACCESS AT EARLY INTAKE	Joint	244
TBD		Mountain Tunnel	Flow Control Facility	Joint	TBD
245	MTPROUT	Mountain Tunnel	Mountain Tunnel Priest Outlet	Joint	245
246	MTSECGROT	Mountain Tunnel	MTN TNL DIV SECOND GARROTE SHAFT,	Joint	246
247	SFDWS	Mountain Tunnel	SOUTH FORK DOMESTIC WATER SYSTEM	Joint	247
248	OSHCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM RTU	Joint	248
249	OSHS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STREAM GAUGE	Joint	249
250	OSHWSTN	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WEATHER STATION	Joint	250
251	OSH	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM AND AREA BLDGS.	Joint	251
252	OSHCT	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY COTTAGES	Joint	252
253	OSHEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY CAMP ELECTRICAL	Joint	253
254	OSHEQP	O'Shaughnessy Dam and Reservoir/Compou	ALL OSHAUGHNESSY EQUIPMENT	Joint	254
255	OSHDIVTNL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DIVERSION TUNNEL	Joint	255
256	OSHDM	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM	Joint	256
257	OSHDMWELLAU	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WELL AUXILIARY BUILDING	Joint	257
258	OSHDWS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DAM DOMESTIC WTR SYS	Joint	258
259	OSHDWSBFP	O'Shaughnessy Dam and Reservoir/Compou	OSH DOMESTIC WATER BACK FLOW PREVENTERS, OSH	Joint	259
260	OSHDWW	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY DOMESTIC WATER WELL SYSTEM, OSH	Joint	260
261	OSHFUEL	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY FUELING STATION	Joint	261
262	OSHG1	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #1	Joint	262
263	OSHG2	O'Shaughnessy Dam and Reservoir/Compou	OSH DAM GALLERY #2	Joint	263
264	OSHGARS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #5	Joint	264
265	OSHGAR7	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY GARAGE #7	Joint	265
266	OSHRCKSCRN	O'Shaughnessy Dam and Reservoir/Compou	ROCK-SCREENING PLANT	NA	266
267	OSHSEWSYS	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY SEWAGE SYSTEM	Joint	267

## Major Hetch Hetchy Enterprise Existing System Assets

Attachment R-3

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
268	OSHSTORE3	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 3	Joint	268
269	OSHSTORE6A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY STORE HOUSE 6-A	Joint	269
270	OSHWDSHD3A	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WOODSHED 3-A	Joint	270
271	OSHWH12	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WAREHOUSE #12	Joint	271
272	OSHWLHSE	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WELL HOUSE	Joint	272
273	OSHWTRSHED	O'Shaughnessy Dam and Reservoir/Compou	HETCH HETCHY RESERVOIR WATERSHED water quality activities	NA	273
274	OWQSCADA	O'Shaughnessy Dam and Reservoir/Compou	OSHAUGHNESSY WATER QUALITY RTU	Water	274
275	OLDOAKYD	Facilities West of Moccasin Gate Tower	120/240V-OLD OAKDALE YARD LINE	Joint	275
276	OAKCT	Facilities West of Moccasin Gate Tower	OAKDALE EMPLOYEE COTTAGE	Joint	276
277	OAKDALE	Facilities West of Moccasin Gate Tower	OLD OAKDALE YARD	Joint	277
278	OAKGAR	Facilities West of Moccasin Gate Tower	OAKDALE GARAGE	Joint	278
279	OAKLINE	Facilities West of Moccasin Gate Tower	OAKDALE LINE SHOP BUILDING	Joint	279
280	OAKOFFICE	Facilities West of Moccasin Gate Tower	OAKDALE OFFICE BUILDING	Joint	280
281	OAKWHSE	Facilities West of Moccasin Gate Tower	OAKDALE WAREHOUSE BUILDING	Joint	281
282	CPL	Support Systems, Utilities and Other	2.4KV-CANYON PORTAL LINE	Joint	282
283	CRL	Support Systems, Utilities and Other	22.9KV-CHERRY RIDGE LINE	Joint	283
284	CRLC	Support Systems, Utilities and Other	22.9KV-CHERRY COMP TO RISER ACROSS DAM LINE	Joint	284
285	CRLCH	Support Systems, Utilities and Other	22.9KV-CHERRY COMPOUND LINE	Joint	285
286	HL	Support Systems, Utilities and Other	22.9KV-HOLM LINE	Joint	286
287	ICL	Support Systems, Utilities and Other	22.9KV-INTAKE CAMP LINE	Joint	287
288	INTCMP	Support Systems, Utilities and Other	(OLD) INTAKE CAMP LINE	NA	288
289	INT-OSH	Support Systems, Utilities and Other	22.9KV-INTAKE TO OSH LINE	Joint	289
290	IRL	Support Systems, Utilities and Other	22.9KV-INTAKE RADIO SITE LINE	Joint	290
291	KRT	Support Systems, Utilities and Other	(OLD) KPH TO RIDGE LINE TIE LINE	NA	291
292	MATA	Support Systems, Utilities and Other	MATHER "A" LINE	Power	292
293	MATB	Support Systems, Utilities and Other	2.4KV-MATHER "B" LINE	Power	293
294	MCPA	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "A" LINE	Joint	294
295	MCPB	Support Systems, Utilities and Other	2.4KV-MOCCASIN CAMP "B" LINE	Joint	295
296	MPL	Support Systems, Utilities and Other	2.4KV-MOCCASIN PEAK LINE	Joint	296
297	OAKPORT	Support Systems, Utilities and Other	120/240V-OAKDALE PORTAL LINE	Water	297
298	POLES	Support Systems, Utilities and Other	DISTRIBUTION POLE LINES	Joint	298
299	PRL	Support Systems, Utilities and Other	2.4KV-PRIEST RESERVOIR LINE	Joint	299
300	PRLN	Support Systems, Utilities and Other	PRIEST RESERVOIR COMM/SIGNAL LINE	Joint	300
301	RLT	Support Systems, Utilities and Other	(OLD) RIDGE LINE TIE LINE	NA	301
302	RRLINE	Support Systems, Utilities and Other	120/240V-ROCK RIVER LINE	Water	302
303	SJVHLN	Support Systems, Utilities and Other	120/240V-SAN JOAQUIN VALVE HOUSE LINE	Water	303
304	MAXBRKVT1	Support Systems, Utilities and Other	VILLAGE XFMR 1, CIRCUIT BREAKER, MPH1 LOCATION	Joint	304
305	MAXBRKVT2	Support Systems, Utilities and Other	VILLAGE XFMR 2 CIRCUIT BREAKER LOCATION	Joint	305
306	TESLP	Support Systems, Utilities and Other	12KV-TESLA PORTAL LINE	Water	306
307	INTHSFPWLACV	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	307
308	ISYL	Support Systems, Utilities and Other	22.9KV-INTAKE SWITCHYARD LINE	Power	308
309	ISYOILFLT	Support Systems, Utilities and Other	TRAILER MOUNTED OIL FILTER	Power	309
310	ISYPLCCOMM	Support Systems, Utilities and Other	ISY POWER LINE CARRIER EQUIP	Power	310
312	ISY	Support Systems, Utilities and Other	INTAKE SWITCHYARD	Power	312
313	ISYB	Support Systems, Utilities and Other	ISY BOGUE UNIT	Power	313
314	ISYBUSTIE	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. BUS TIE	Power	314
315	ISYCRB	Support Systems, Utilities and Other	INTAKE SWITCHYARD CONTROL ROOM/BUILDING	Power	315
316	ISYLIGHTS	Support Systems, Utilities and Other	SWITCHYARD LIGHTS	Power	316
317	ISYLINE1	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 1	Power	317
318	ISYLINE10	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 10	Power	318
319	ISYLINE11	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 11	Power	319

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
320	ISYLINE2	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 2	Power	320
321	ISYLINE2.4	Support Systems, Utilities and Other	INTAKE CAMP LINE 2.4KV	Power	321
322	ISYLINE5	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 5	Power	322
323	ISYLINE6	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 6	Power	323
324	ISYLINE9	Support Systems, Utilities and Other	INTAKE SWITCHYARD H.V. LINE 9	Power	324
325	ISYPRORLY	Support Systems, Utilities and Other	ISY PROTECTIVE RELAYS	Power	325
326	LINE11TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINE 11	Power	326
327	LINE1-2TWR	Support Systems, Utilities and Other	TOWERS FOR TRANSMISSION LINES 1 & 2	Power	327
328	LINE3-4TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 3 & 4	Power	328
329	LINE5-6TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 5 & 6	Power	329
330	LINE7-8TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 7 & 8	Power	330
331	LINE910TWR	Support Systems, Utilities and Other	TRANSMISSION TOWERS, LINES 9 & 10	Power	331
333	MSYLINE3	Support Systems, Utilities and Other	MSY H.V. LINE 3	Power	333
334	MSYLINE4	Support Systems, Utilities and Other	MSY H.V. LINE 4	Power	334
335	MSYLINE5	Support Systems, Utilities and Other	MSY H.V. LINE 5	Power	335
336	MSYLINE6	Support Systems, Utilities and Other	MSY H.V. LINE 6	Power	336
337	122OSS	Support Systems, Utilities and Other	OAKDALE SUBSTATION (TID)	Power	337
338	CSPRORLY	Support Systems, Utilities and Other	CALAVERUS SUBSTATION PROTECTIVE RELAYS	Power	338
339	CSSPARES	Support Systems, Utilities and Other	ALL CAL SUB SPARE EQUIPMENT	Power	339
340	MID_TID_SUBS	Support Systems, Utilities and Other	NON HETCH HETCHY SUBSTATIONS	Power	340
341	ROP	Support Systems, Utilities and Other	ROP SWITCH ROOM	Power	341
342	STSUB	Support Systems, Utilities and Other	STANDIFORD SUBSTATION, MODESTO	Power	342
343	DAVISSUB	This row not included by SFPUC	DAVIS SUB STATION	NA	343
344	WDCALSUB	Support Systems, Utilities and Other	CALAVERAS SUBSTATION	Power	344
345	ISYSCADA	Support Systems, Utilities and Other	INTAKE SWITCHYARD SCADA RTU	Power	345
346	CALSCADA	Support Systems, Utilities and Other	CALAVERAS SUB SCADA RTU	Power	346
347	ROPREVMTR	Support Systems, Utilities and Other	JEM TWO ELEMENT METER	Power	347
348	ROPREVREC	Support Systems, Utilities and Other	ROP REVNUC METERING RECORDER	Power	348
349	TISSCADA	Support Systems, Utilities and Other	TREASURE ISLAND SCADA RTU	Power	349
350	REVMETERS	Support Systems, Utilities and Other	PROJECT BILLABLE REVENUE METERS	Power	350
351	PRSTSCADA	Priest Regulating Dam and Reservoir	PRIEST RESERVOUR SCADA RTU	Power	351
352	WPVSCADA	Priest Regulating Dam and Reservoir	WEST PORTAL VALVEHOUSE RTU	Power	352
353	PRBYPASS	Priest Regulating Dam and Reservoir	PRIEST BYPASS SYSTEM FROM MTN TUNNEL TO GATE TOWER	Joint	353
354	PRCANAL	Priest Regulating Dam and Reservoir	PRIEST CANAL	Power	354
355	AUXBUIER	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING ELECTRICAL ROOM	Joint	355
356	AUXBUIGR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING GENERATOR ROOM	Joint	356
357	AUXBUIMR	Priest Regulating Dam and Reservoir	PRIEST RES. AUXILIARY BUILDING MECHANICAL ROOM	Joint	357
358	PRGTTWRMN	Priest Regulating Dam and Reservoir	PRIEST GATE TOWER MAIN , PRIEST	Power	358
360	PRMCPWLRCDCV	Support Systems, Utilities and Other	PRIEST TO MOCCASIN POWER LINE ROADS	Power	360
361	PRSRES	Priest Regulating Dam and Reservoir	PRIEST RESERVOIR	Power	361
362	WESTPORTAL	Priest Regulating Dam and Reservoir	WEST PORTAL EQUIPMENT	Power	362
363	MOCCPWTUN	Priest Regulating Dam and Reservoir	MOCCASIN POWER TUNNEL	Power	363
364	PRIESTCOTT	Priest Regulating Dam and Reservoir	PRIEST COTTAGE	Joint	364
365	PRIESTDM	Priest Regulating Dam and Reservoir	PRIEST DAM	Power	365
366	PRWT1	Priest Regulating Dam and Reservoir	PRIEST DOMESTIC WATER TANK	Joint	366
367	MCPSTORE		MOCCASIN GENERAL STORE BLDG		367
368	KPHASS		KIRKWOOD P.H. AUTO SPRINKLER SYSTEM		368
369	ELSURVCAB		ELEANOR MIGUEL MEADOW SURVEY CABIN		369
370	GRP		(OLD) GRANITE PORTAL LINE		370
371	JONESPOINT		JONES POINT MICROWAVE COMMUNICATION SITE		371
372	JPCSBATA		JONES POINT BATTERY BANK *A* (3 12 VOLT GELL CELL		372

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
373	JPCSBATB		JONES POINT BATTERY BANK *B* (3 12 VOLT GELL CELL		373
374	JPCSBLDG		JONES POINT COMM SITE EQUIP BUILDING		374
375	JPDISH1		JONES PIONT ANTENNA DISH PATH 1 TO DUCKWALL REPEAT		375
376	JPDISH2		JONES PIONT ANTENNA DISH PATH 2 TO INTAKE SWITCHYA		376
377	JPPVCTRLA		JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B		377
378	JPPVCTRLB		JONES POINT PHOTOVOLTAIC CHARGER CONTROL BATTERY B		378
379	JPSOLPNLA		JONES POINT SOLAR PANNELS *A*		379
380	JPSOLPNLB		JONES POINT SOLAR PANNELS *B*		380
381	JPTOWER		JONES PIONT TOWER STRUCTURE		381
382	JPTXALARM		JONES POINT REPEATER TRANSMIT ALARM UNIT		382
383	MCPTV		MOCCASIN CABLE TELEVISION SYS		383
384	OAKLAND		OAKLAND EQUIPMENT AND BUILDINGS		384
385	BMIS		MAINFRAME COMPUTER IN S.F.		385
386	HH RRAS		ASSETS THAT ARE RETIRED OR NO LONGER IN SERVICE		386
387	SANFRAN		SAN FRANCISCO EQUIPMENT & BUILDINGS		387
388	VALDIV		VALLEY DIVISION EQUIPMENT		388
389	1155MKT		1155 MARKET STREET		389
390	COLLEGE		SF CITY COLLEGE		390
391	MOSCONE		MOSCONE CENTER		391
392	TESCT		TESLA COTTAGE		392
393	TESGAR		TESLA GARAGE		393
394	TESLAFUEL		TESLA PORTAL FUELING STATION		394
395	MOCCPENSRCV	Support Systems, Utilities and Other	MOCCASIN CAMP PENSTOCK SOUTH SIDE ROAD CULVERT	Joint	395
396	PRIESTAUXBUI	Support Systems, Utilities and Other	PRIEST RES. AUXILIARY BUILDING, CONTROL ROOM, SUBS	Joint	396
397	PRIESTDIRDCV	Support Systems, Utilities and Other	PRIEST DIRT ROADS PRIEST CULVERT	Joint	397
398	PRIESTDIRTRD	Support Systems, Utilities and Other	PRIEST AREA DIRT ROADS, PRIEST	Joint	398
399	PRIESTPARDCV	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST CULVERT	Joint	399
400	PRIESTPAVERD	Support Systems, Utilities and Other	PRIEST AREA PAVED ROADS, PRIEST	Joint	400
401	PRIESTRDS	Support Systems, Utilities and Other	PRIEST AREA ROADS, PRIEST	Joint	401
402	OSHBR	Support Systems, Utilities and Other	OSHAUGHNESSY TIMBER BRIDGE	Joint	402
403	OSHROADS	Support Systems, Utilities and Other	OSH AREA ROADS	Joint	403
404	CSTRGTNACRCV	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - CULVERTS	Joint	404
405	CSTRGTNLACCR	Support Systems, Utilities and Other	PIPELINE TUNNEL RD. - BIRD RD TO ALAMEDA EAST	Joint	405
406	DRDTOEEMRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - DIRT ACC. RD TO 2 TOWERS	Joint	406
407	EMRYRDACCRD	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD (EMERY RD - BIRD RD)	Joint	407
408	EMRYRDACRDCV	Support Systems, Utilities and Other	PIPELINE & PWRLINE ACCESS RD CULVERTS	Joint	408
409	FRHYPWLACCRD	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	409
410	FRHYPWLACRCV	Support Systems, Utilities and Other	FERRETTI ROAD TO HWY 120 TOWER LINE ROADS	Joint	410
411	FTDMPRACC	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	411
412	FTDMPRACCCV	Support Systems, Utilities and Other	MARSHES FLAT TO MOCCASIN PEAK RADIO SITE ROAD ,	Joint	412
413	HYMRPWLACCR	Support Systems, Utilities and Other	HWY 120 TO MERRELL ROAD TOWER LINE ROADS	Joint	413
414	ICPCHEL	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD, INTAKE /ELEANOR	Joint	414
415	ICPCHELVCV	Support Systems, Utilities and Other	CHERRY OIL TO ELEANOR ROAD CULVERT	Joint	415
416	ICPCHERRY	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE	Joint	416
417	ICPCHERRYCV	Support Systems, Utilities and Other	ROAD FROM INTAKE TO CHERRY VALLEY, EARLY INTAKE CULV	Joint	417
418	ICPHILLRD	Support Systems, Utilities and Other	ROAD-INTAKE HILL FROM RED HILLS TO INTAKE	Joint	418
419	ICPHILLRDCV	Support Systems, Utilities and Other	ROAD INTAKE HILLFROM RED HILLS TO INTAKE, CULVERTS	Joint	419
420	ICPHPHRD	Support Systems, Utilities and Other	CHERRY OIL TO HPH ROAD,INTAKE/HPH ROAD	Power	420
421	ICPHPHRDCV	Support Systems, Utilities and Other	CHERRY OIL ROADTO HPH ROAD,INTAKE/HPH ROAD CULVERT	Power	421
422	ICPMATHER	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER	Joint	422
423	ICPREDHILL	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	423

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
424	ICPREDHILLCV	Support Systems, Utilities and Other	ROADWAY-HWY120 TO INTAKE HILL EARLY INTAKE	Joint	424
425	ICPROADS	Support Systems, Utilities and Other	INTAKE/CHERRY/MATHER/ELEANOR AREA ROADS	Joint	425
426	J59RRRPLACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RD J59 TO ROCK RIVER ROAD	Joint	426
428	MCDIRTRDSCV	Support Systems, Utilities and Other	MOCCASIN DIRT ROADS CULVERTS	Joint	428
429	MCPAVERDS	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS	Joint	429
430	MCPAVERDSCV	Support Systems, Utilities and Other	MOCCASIN AREA PAVED ROADS CULVERTS	Joint	430
431	MCPROADS	Support Systems, Utilities and Other	MOCCASIN AREA ROADS	Joint	431
433	MCPRRGCV	Support Systems, Utilities and Other	MOCCASIN TO PRIEST RAILROAD GRADE , MOCCASIN	Joint	433
434	MOCCPENSTSRD	Support Systems, Utilities and Other	MOCCASIN AREA ROADS PENSTOCK SOUTH SIDE MCP	Joint?	434
435	MOCTOMARSFL	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	435
436	MRPCPWLACCRD	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	436
437	MRPCPWLACRCV	Support Systems, Utilities and Other	MERRELL ROAD TO PRIEST TOWER LINE ROADS	Joint	437
438	MSJPWLACCRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - BIRD RD TO MISSION SAN JOSE	Joint	438
439	MT5-6ACRO	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT	Joint	439
440	MT5-6ACROCV	Support Systems, Utilities and Other	MOUNTAIN TUNNEL ACCESS ROAD TO 5-6 ADIT CULVERT	Joint	440
441	RMBWPLACCRD	Support Systems, Utilities and Other	PIPELINE ACCESS RD - RMB TO EMERY RD	Joint	441
442	RMBWPLACRDC	Support Systems, Utilities and Other	PIPELINE ACCESS CULVERT RD - RMB TO EMERY RD	Joint	442
443	RMBWPWLACCR	Support Systems, Utilities and Other	POWER LINE ACCESS RD - RMB TO J59	Joint	443
444	RRRLIMPTWLRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - ROCK RIVER ROAD LIME PIT	Joint	444
446	SFRFRPWLACV	Support Systems, Utilities and Other	SOUTH FORK RIVER TO FERRETTI ROAD TOWER LINE ROADS	Joint	446
447	WESTPORTALRD	Support Systems, Utilities and Other	WEST PORTAL AREA ROADS	Joint	447
448	WILRDTODACRD	Support Systems, Utilities and Other	POWER LINE ACCESS RD - WILMS ROAD TO DIRT ACC. RD	Joint	448
449	WPPAVERDSCV	Support Systems, Utilities and Other	WEST PORTAL AREA PAVED ROADS CULVERT	Joint	449
450	INTHSFPWLACC	Support Systems, Utilities and Other	TOP INTAKE HILL/ SOUTH FORK RIVER TOWER LINE ROADS	Joint	450
451	MARSFLDONPCV	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	451
452	MARSFLTODONP	Support Systems, Utilities and Other	MARSH FLAT TO DON PEDRO TOWER 243S TO TOWER 258S	Joint	452
453	MOCMARSFLCCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	453
454	MOCMARSFLCV	Support Systems, Utilities and Other	MOCCASIN TO MARSH FLAT TOWER 239S TOWER LINE	Joint	454
455	PRMCPWLACCRD	Support Systems, Utilities and Other	PRIEST TO MOCCASIN TOWER LINE ROADS	Joint	455
456	VDPLACCRD	Support Systems, Utilities and Other	ALL PIPELINE ACCESS ROADS	Joint	456
457	ICPMATHERCV	Support Systems, Utilities and Other	ROAD FROM TOP OF INTAKE HILL TO CAMP MATHER CULVER	Joint	457
458	V-HH-EQP	Support Systems, Utilities and Other	HEAVY EQUIPMENT	Joint	458
459	DWTXALARM	Support Systems, Utilities and Other	DUCKWALL REPEATER TRANSMIT ALARM UNIT	Joint	459
460	MPRRALMRX	Support Systems, Utilities and Other	MPR REPEATER ALARM RECEIVER	Joint	460
461	MPRSCADA	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE RTU	Joint	461
462	SCADA	Support Systems, Utilities and Other	HHWP SCADA SYSTEM	Joint	462
463	SCADAMSTER	Support Systems, Utilities and Other	NEW L&G 6800 SCADA MASTER	NA	463
464	SCADAMSTR	Support Systems, Utilities and Other	SCADA MASTER STATION A & B	NA	464
465	SCADAMSTR-TG	Support Systems, Utilities and Other	SCADA MASTER, NEW TG8000-EMS SCADA	NA	465
466	HHMOCCNET	Support Systems, Utilities and Other	PROJECT NOVELL 386 NETWORK	NA	466
467	BLKNGCARR	Support Systems, Utilities and Other	BLOCKING CARRIER SYSTEMS	Power	467
468	BORCS	Support Systems, Utilities and Other	BURNOUT RIDGE COMMUNICATION SITE	Joint	468
469	BORMICROWAV	Support Systems, Utilities and Other	BURN OUT RIDGE MICROWAVE COMMUNICATION SITE	Joint	469
470	COMM	Support Systems, Utilities and Other	HHWP COMMUNICATION SYSTEMS	Joint	470
471	COMPTREQP	Support Systems, Utilities and Other	COMPUTER EQUIP, ELECTRONIC DEVICES & SECURITY KEYS	Joint	471
472	CTSMICROWAVE	Support Systems, Utilities and Other	CHERRY MICROWAVE COMMUNICATION SITE	Joint	472
473	CVCS	Support Systems, Utilities and Other	CHERRY VALLEY COMMUNICATION SITE	Joint	473
474	DATACOMM	Support Systems, Utilities and Other	DATA COMMUNICATION SYSTEMS	Joint	474
475	DUCKWALL	Support Systems, Utilities and Other	DUCKWALL MICROWAVE COMMUNICATION SITE	Joint	475
476	DWCSBATA	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *A* (5-12 VOLT GELL CELL BA	Joint	476
477	DWCSBATB	Support Systems, Utilities and Other	COMM SITE BATTERY BANK *B* (5-12 VOLT GELL CELL BA	Joint	477

## Major Hetch Hetchy Enterprise Existing System Assets

Attachment R-3

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
478	DWCSBLDG	Support Systems, Utilities and Other	DUCKWALL COMM SITE EQUIP BUILDING	Joint	478
479	DWDISH1	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 1 TO JONES POINT REPEAT	Joint	479
480	DWDISH2	Support Systems, Utilities and Other	DUCKWALL ANTENNA DISH PATH 2 TO MOCCASIN PEAK REPE	Joint	480
481	DWPVCTRLA	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	481
482	DWPVCTRLB	Support Systems, Utilities and Other	DUCKWALL PHOTOVOLTAIC CHARGER CONTROL BATTERY BANK	Joint	482
483	DWSOLPNLA	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNELS *A*	Joint	483
484	DWSOLPNLB	Support Systems, Utilities and Other	DUCKWALL SOLAR PANNEL*B*	Joint	484
485	DWTOWER	Support Systems, Utilities and Other	DUCKWALL TOWER STRUCTURE	Joint	485
486	ICPRAD	Support Systems, Utilities and Other	ICP RADIO BUILDING	Joint	486
487	ICPRADIOSITE	Support Systems, Utilities and Other	EARLY INTAKE RADIO SITE	Joint	487
488	IRSMICROWAVE	Support Systems, Utilities and Other	INTAKE MICROWAVE COMMUNICATION SITE	Joint	488
489	MCPMICROWAV	Support Systems, Utilities and Other	MOCCASIN CAMP MICROWAVE COMMUNICATION SITE BUILDING	Joint	489
490	MCPRADST	Support Systems, Utilities and Other	OLD MOCCASIN RADIO STATION BLDG	NA	490
491	MICROCOMM	Support Systems, Utilities and Other	MICROWAVE COMMUNICATION SYSTEMS	Joint	491
492	MPR	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE	Joint	492
493	MPRBLDG	Support Systems, Utilities and Other	MOCCASIN PK. RADIO SITE BUILDING	Joint	493
494	MPRFRBBA	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK A	Joint	494
495	MPRFRBBB	Support Systems, Utilities and Other	MPR FLOTROL RECTIFIER BATT BANK B	Joint	495
496	MPRGEN	Support Systems, Utilities and Other	MOCCASIN PEAK RADIO SITE STAND-BY GENERATOR / LP	Joint	496
497	MPRGENCU	Support Systems, Utilities and Other	MPR STNBY GENERATOR CTRL UNIT	Joint	497
498	MPRHAL	Support Systems, Utilities and Other	MOCC PEAK RADIO BUILDING HALON SYS	Joint	498
499	OPTICCOMM	Support Systems, Utilities and Other	OPTICAL FIBER COMMUNICATION SYSTEMS	Joint	499
500	PPPCS	Support Systems, Utilities and Other	POOPENAUT PASS COMMUNICATION SITE	Joint	500
501	PPPMICROWAVE	Support Systems, Utilities and Other	POOPANAUNT PASS MICROWAVE COMMUNICATION SITE	Joint	501
502	RADIOCOMM	Support Systems, Utilities and Other	RADIO COMMUNICATION SYSTEMS	Joint	502
503	TELCOMM	Support Systems, Utilities and Other	TELEPHONE COMMUNICATION SYSTEMS	Joint	503
504	TRANFTRIP	Support Systems, Utilities and Other	TRANSFER TRIP SYSTEMS	Power	504
505	WESTPORTCS	Support Systems, Utilities and Other	WEST PORTAL COMMUNICATION SITE	Joint	505
506	PWRLNCARR	Support Systems, Utilities and Other	POWER LINE CARRIER SYSTEMS	Power	506
507	HHKEYS	Support Systems, Utilities and Other	HETCH HETCHY SECURITY KEYS, MOCCASIN	Joint	507
508	WSBSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOP BLDG RTU	Joint	508
509	WSYSCADA	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD SCADA RTU	Joint	509
510	WSYCRB	Facilities West of Moccasin Gate Tower	WSY CONTROL ROOM/BUILDING, WSY	Power	510
511	WSYCT	Facilities West of Moccasin Gate Tower	WARNERVILLE COTTAGES	Joint	511
512	WSYDWS	Facilities West of Moccasin Gate Tower	WARNERVILLE DOMESTIC WATER SYSTEM , WARNERVILLE	Joint	512
513	WSYFUEL	Facilities West of Moccasin Gate Tower	WARNERVILLE FUELING STATION	Joint	513
514	WSYSHPS	Facilities West of Moccasin Gate Tower	WARNERVILLE SHOPS/OFFICE BUILDING	Joint	514
515	WSY	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD/SUBSTATION	Power	515
516	WSY115KVT1	Facilities West of Moccasin Gate Tower	115KV NUMBER 1 TRANSFORMER BUS	Power	516
517	WSY115KVT2	Facilities West of Moccasin Gate Tower	115KV NUMBER 2 TRANSFORMER BUS	Power	517
518	WSY115KVT3	Facilities West of Moccasin Gate Tower	115KV NUMBER 3 TRANSFORMER BUS	Power	518
519	WSYBUSTIE	Facilities West of Moccasin Gate Tower	WARNERVILLE SW YARD BUS TIE 230KV	Power	519
520	WSYDELG	Facilities West of Moccasin Gate Tower	WARNERVILLE SUB DELUGE SYSTEM	Power	520
521	WSYLINE5	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 5	Power	521
522	WSYLINE6	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD H.V. LINE 6	Power	522
523	WSYLINE7	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 7	Power	523
524	WSYLINE8	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCHYARD 115KV LINE 8	Power	524
525	WSYPGEL2BG	Facilities West of Moccasin Gate Tower	WSY PGE LINE 2 BELLOTA GREGG	Power	525
526	WSYPRORLY	Facilities West of Moccasin Gate Tower	WSY PROTECTIVE RELAYS	Power	526
527	WSYSUMP	Facilities West of Moccasin Gate Tower	WARNERVILLE SWITCH YARD SUMP PUMP	Power	527
528	WSYTB1	Facilities West of Moccasin Gate Tower	230KV NUMBER 1 TRANSFORMER BUS	Power	528

Maximo Record Number	Maximo ID Location	SFPUC Facility Group	Facility	Classification	Maximo Record Number
529	WSYTB2&3	Facilities West of Moccasin Gate Tower	230KV BUS FOR NUMBER 2&3 XFMR	Power	529
530	WSYDWBFP	Facilities West of Moccasin Gate Tower	WARNERVILLE BACK FLOW PREVENTERS, WSY	Joint	530
531	OPVSCADA	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVEHOUSE RTU	Water	531
532	ARVHSCADA	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE SCADA RTU	Water	532
533	101PJ4VH	Facilities West of Moccasin Gate Tower	SJPL3 and SJPL4 JUNCTION VALVEHOUSE	Water	533
534	ALBERVH	Facilities West of Moccasin Gate Tower	ALBERS RD VALVE HOUSE	Water	534
535	ALMPORTAL	Facilities West of Moccasin Gate Tower	ALAMEDA EAST PORTAL	Water	535
536	AVH	Facilities West of Moccasin Gate Tower	ALAMEDA VALVE HOUSE #2	Water	536
537	CASHCRVH	Facilities West of Moccasin Gate Tower	CASHMAN CREEK VALVE HOUSE	Water	537
538	CSTRNGTNL	Facilities West of Moccasin Gate Tower	COAST RANGE TUNNEL / TESLA - SUNOL	Water	538
539	EMERYCOAUX	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER AUX CONTROL BUILDING	Water	539
540	EMERYCOVH	Facilities West of Moccasin Gate Tower	EMERY ROAD CROSSOVER VALVE HOUSE	Water	540
541	FTDBRNAD	Facilities West of Moccasin Gate Tower	FOOTHILL TNL BROWNS TUNNEL ACCESS	Water	541
542	FTDRMBE	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL RED MNTN BAR EAST	Water	542
543	FTDRMB SIPH	Facilities West of Moccasin Gate Tower	RED MNTN BAR SIPHON , RED MOUNTAIN BAR	Water	543
544	FTDRMBSS	Facilities West of Moccasin Gate Tower	RED MNTN BAR EAST SURGE SHAFT , RED MOUNTAIN BAR	Water	544
545	FTHTNLDIV	Facilities West of Moccasin Gate Tower	FOOTHILL TUNNEL DIVISION	Water	545
546	OAKPORTAL	Facilities West of Moccasin Gate Tower	OAKDALE PORTAL VALVE HOUSES	Water	546
547	PELICANCOVH	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER VALVE HOUSE	Water	547
548	PELICANXOAU	Facilities West of Moccasin Gate Tower	PELICAN CROSSOVER AUX CONTROL BUILDING	Water	548
549	PL2THSEAU	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #1, AUXILIARY	Water	549
550	PL2THSWAU	Facilities West of Moccasin Gate Tower	SJPL2, THROTTLING STATION #2, AUXILIARY	Water	550
551	RMBGATHOU	Facilities West of Moccasin Gate Tower	RED MOUNTAIN BAR WEST GATE HOUSE, RMB	Water	551
552	RMBSCADA	Facilities West of Moccasin Gate Tower	RED MTN. BAR SLIDE GATE RTU	Water	552
553	ROSELCOAU	Facilities West of Moccasin Gate Tower	ROSELLE AVE CROSSOVER AUX BUILDING	Water	553
554	ROSELCOVH	Facilities West of Moccasin Gate Tower	ROSELLE AVE. CROSSOVER VALVE HOUSE	Water	554
555	RR	Facilities West of Moccasin Gate Tower	ROCK RIVER	Water	555
556	RRLSCADA	Facilities West of Moccasin Gate Tower	ROCK RIVER LIME PLANT RTU	Water	556
557	SJCSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE CROSS-OVER RTU	Water	557
558	SJPL	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALLEY PIPELINES	Water	558
559	SJPL2THSE	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #1	Water	559
560	SJPL2THSW	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 2, THROTTLING STATION #2	Water	560
561	SJPL3THS	Facilities West of Moccasin Gate Tower	SAN JOAQUIN PIPELINE 3,4 THROTTLING STATION	Water	561
562	SJVH	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE	Water	562
563	SJVHAUXBLDG	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVE HOUSE AUXILLARY BUILDING	Water	563
564	SJVSCADA	Facilities West of Moccasin Gate Tower	SAN JOAQUIN VALVEHOUSE RTU	Water	564
565	TESCHLOR	Facilities West of Moccasin Gate Tower	TESLA CHLORINATION BUILDING	Water	565
566	TESGENHSE	Facilities West of Moccasin Gate Tower	TESLA GENERATOR HOUSE	Water	566
567	TESLA-HH	Facilities West of Moccasin Gate Tower	TESLA PORTAL EQUIPMENT AND BLDGS	Water	567
568	TESPORTAL	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVE HOUSES	Water	568
569	TESPUMPHSE	Facilities West of Moccasin Gate Tower	TESLA PUMPHOUSE	Water	569
570	TPVSCADA	Facilities West of Moccasin Gate Tower	TESLA PORTAL VALVEHOUSE RTU	Water	570
571	TSLDWS	Facilities West of Moccasin Gate Tower	TESLA DOMESTIC WATER SYSTEM	Water	571
572	TSLSEWSYS	Facilities West of Moccasin Gate Tower	TESLA PORTAL SEWAGE SYSTEM	Water	572
573	TUTF	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET TREATMENT FACILITY	Water	573
574	TUVH	Facilities West of Moccasin Gate Tower	TESLA ULTRAVIOLET VALVE HOUSE	Water	574
575	VDHSHAF	Facilities West of Moccasin Gate Tower	HETCH HETCHY SURGE SHAFT	Water	575
576	VDOAKOVR	Facilities West of Moccasin Gate Tower	FTHL TNL OAKDALE PORTAL OVERFLOW SHAFT	Water	576
577	VDPEDROADT	Facilities West of Moccasin Gate Tower	FOOTHILL TNL PEDRO ACCESS	Water	577
578	VDRMBW	Facilities West of Moccasin Gate Tower	RED MNTN BAR WEST	Water	578

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

**3.04 Permanent Transfers of Individual Supply Guarantees and Minimum Annual Purchase Quantities**

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent, as opposed to temporary or time-limited. Notwithstanding the previous sentence, a portion of an Individual Supply Guarantee that has been transferred under this section may be included in another transfer under this section at a later date. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of a portion of a Minimum Annual Purchase Quantity may be included in transfers of a portion of an Individual Supply Guarantee and are subject to the same requirements for Individual Supply Guarantee transfers in this section as well as the following conditions:

1. Transferor of Minimum Annual Purchase Quantity. A Wholesale Customer subject to the minimum annual purchase requirements of Section 3.07.C may transfer both a portion of its Individual Supply Guarantee and a portion of its Minimum Annual Purchase Quantity to one or more Wholesale Customers that have an Individual Supply Guarantee. The process by which such a transfer may be proposed and approved is set forth in subparts D and E of this section. A Wholesale Customer that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than half (50%) of its Minimum Annual Purchase Quantity as first specified in Attachment E at the start of the Term of this Agreement. Wholesale Customers that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than 6 MGD of the total aggregate Minimum Annual Purchase Quantity specified in Attachment E at the start of the Term of this Agreement. A Wholesale Customer that received a Minimum Annual Purchase Quantity through a transfer under this section may cumulatively transfer, over the course of one or multiple transfers, a portion of or all of the Minimum Annual Purchase Quantity it received pursuant to this section. The effect of such a transfer will be a reduction in the transferor's Individual Supply Guarantee, specified in Attachment C, and a reduction in the transferor's

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
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Minimum Annual Purchase Quantity, specified in Attachment E. The SFPUC and BAWSCA will update Attachments C and E to reflect such changes, pursuant to Section 3.04.F. The reduction in the transferor's permanent Minimum Annual Purchase Quantity shall become effective in the same fiscal year in which the transfer becomes effective.

2. Transferee of Minimum Annual Purchase Quantity. A Wholesale Customer that has an Individual Supply Guarantee may be the recipient, or transferee, of both a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity from another Wholesale Customer that has an Individual Supply Guarantee, whether or not the transferee is already subject to the minimum annual purchase requirements of Section 3.07.C. When such a transfer is approved and effective, the transferee will initially have a revised Individual Supply Guarantee and a Temporary Modified Minimum Annual Purchase Quantity, which will be reflected on Attachments C and E-1, respectively, pursuant to Section 3.04.F. A Temporary Modified Minimum Annual Purchase Quantity will become effective in the same fiscal year in which the transfer becomes effective. The transferee's Temporary Modified Minimum Annual Purchase Quantity will ultimately be replaced by a permanent Minimum Annual Purchase Quantity, as described in this sub-section, which will be reflected on Attachment E pursuant to Section 3.04.F.

3. Calculation of Temporary Modified Minimum Annual Purchase Quantity. The Temporary Modified Minimum Annual Purchase Quantity that a transferee receives from a transfer under this sub-section is the sum of (1) the average annual (fiscal year) quantity of water purchased by the transferee from the SFPUC (plus Imputed Sales, if applicable) in the most recent five previous non-drought fiscal years, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. For this calculation, the five previous non-drought fiscal years need not be consecutive. Notwithstanding the preceding sentences in this paragraph, if a transferee has an existing Temporary Modified Minimum Annual Purchase Quantity at the time of a new transfer under this sub-section, the transferee's new Temporary Modified Minimum Annual Purchase Quantity under the new transfer will be the sum of (1) the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. Attachment E-2 contains sample calculations of the Temporary Modified Minimum Annual Purchase Quantity for transferees who are subject to, or not yet subject to, the minimum annual purchase requirements of Section 3.07.C.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

4. Duration and Expiration of Temporary Modified Minimum Annual Purchase Quantity.

a. Once a transfer under this sub-section is approved and effective, the transferee is required to purchase from the SFPUC its Temporary Modified Minimum Annual Purchase Quantity until the quantity of water delivered annually to the transferee by the SFPUC meets or exceeds the Temporary Modified Minimum Annual Purchase Quantity for three consecutive fiscal years. It may take many years for the quantity of water delivered to meet or exceed this amount. The transferee's Temporary Modified Minimum Annual Purchase Quantity is subject to waiver by the SFPUC as described in Section 3.07.C. However, even in the event of such a waiver, a fiscal year in which the transferee still purchases from the SFPUC an amount of water that meets or exceeds its Temporary Modified Minimum Annual Purchase Quantity will count as a fiscal year in which the transferee has met or exceeded its Temporary Modified Minimum Annual Purchase Quantity for the purposes of this paragraph.

b. Once the quantity of water delivered to the transferee by the SFPUC reaches the milestone described in the preceding paragraph, the transferee will no longer be subject to the Temporary Modified Minimum Annual Purchase Quantity. Instead, the transferee will have a new permanent Minimum Annual Purchase Quantity, which will equal the sum of (1) its previous Minimum Annual Purchase Quantity, if applicable, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. The transferee's new permanent Minimum Annual Purchase Quantity will be reflected on Attachment E, and its expired Temporary Modified Minimum Annual Purchase Quantity will be removed from Attachment E-1, pursuant to Section 3.04.F. Any other Temporary Modified Minimum Annual Purchase Quantities of the transferee will remain in effect on Attachment E-1.

D. Transfers of portions of Individual Supply Guarantees, including transfers of portions of Minimum Annual Purchase Quantities, are subject to approval by the SFPUC.

SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

E. The participants in a proposed transfer shall provide written notice to the SFPUC and BAWSCA specifying (1) the amount of the Individual Supply Guarantee proposed to be transferred, (2) the proposed effective date of the transfer, which shall not be less than 60 days

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after the notice is submitted to the SFPUC, and (3) the Individual Supply Guarantees of both participants resulting from the transfer. [If a proposed transfer includes the transfer of a portion of Minimum Annual Purchase Quantity, then the participants will provide additional written notice specifying \(4\) the amount of the Minimum Annual Purchase Quantity proposed to be transferred, \(5\) transferee's Temporary Modified Minimum Annual Purchase Quantity and permanent Minimum Annual Purchase Quantity under the transfer, and \(6\) the transferor's new Minimum Annual Purchase Quantity under the transfer.](#) The SFPUC may require that the participants in any proposed transfer provide additional information reasonably necessary to evaluate the operational impacts of the ~~transfer.~~proposed transfer and any additional information that will assist the SFPUC in its review of the proposed transfer. The SFPUC will not unreasonably withhold or delay its approval of a proposed transfer; if the SFPUC does not act on the written notice provided by the participants within 60 days, the transfer will be deemed to have been approved. An approved transfer becomes effective on the proposed effective date set forth in the written notice of the proposed transfer provided to the SFPUC and BAWSCA.

F. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C, and updated Attachments E and E-1 where applicable, to reflect the effects of transfers occurring during the immediately preceding fiscal year. By September 30 of each year during the Term, the Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under this Section will be amended with the written concurrence of San Francisco and those Wholesale Customers to reflect the effects of transfers occurring during the immediately preceding fiscal year, as necessary.

G. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

H. A proposed transfer that does not satisfy the requirements of this section may be presented as an amendment to this Agreement pursuant to Section 2.03.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

**3.07 Restrictions on Purchases of Water from Others; Minimum Annual Purchases**

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;
2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or
3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. ~~These minimum quantities~~ Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. ~~The minimum purchase requirement in these Individual Water Sales Contracts~~ Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer that is subject to the minimum annual purchase requirements of this section with a copy to BAWSCA. The notice will include: (1) the quantity of water delivered to the Wholesale Customer during the previous fiscal year; (2) whether or not the Wholesale Customer met its minimum annual purchase

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

requirement under this section; (3) any Imputed Sales charged to the Wholesale Customer; and (4) the status of any Temporary Modified Minimum Annual Purchase Quantity of the Wholesale Customer, if applicable. The minimum annual purchase requirements set out in Attachments E and E-1 will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its ~~minimum purchase quantity~~-Minimum Annual Purchase Quantity, and may be waived during a state of emergency declared by the Governor of California that impacts water supply use or deliveries from the Regional Water System.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

**2.03 Amendments**

...

**C. Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
<u>C</u>	<u>Individual Supply Guarantees (amendments reflecting section 3.04 transfers only)</u>
<u>E</u>	<u>Minimum Annual Purchase Quantities (amendments reflecting section 3.04 transfers only)</u>
<u>E-1</u>	<u>Temporary Modified Minimum Annual Purchase Quantities</u>
G	Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (Subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.



View to East Palo Alto;

**WHEREAS**, Mountain View continues to be subject to a Minimum Purchase of 8.93 MGD and the financial obligation of paying for imputed sales for the portion of Minimum Purchase that it does not use;

**WHEREAS**, in 2020, Mountain View and East Palo Alto began discussing a possible future transfer of a portion of Mountain View's Minimum Purchase to East Palo Alto;

**WHEREAS**, \*summarize the specific reasons the resolution is being adopted here; text should be left justified and double spaced;

**WHEREAS**, on January 26, 2021, the SFPUC adopted the 2021 Amended and Restated Water Supply Agreement ("2021 WSA"), which includes a new procedure by which Wholesale Customers with ISGs may participate in permanent expedited transfers of a portion of Minimum Purchase and ISG, without creating new or different risks to the water supply and financial interests of Wholesale Customers not participating in such transfers;

**WHEREAS**, the 2021 WSA has been or will be presented to the governing body of each Wholesale Customer, and if approved, will permit Wholesale Customers with an ISG to transfer and accept a portion of another Wholesale Customer's Minimum Purchase, if certain requirements are satisfied;

**WHEREAS**, on April 20, 2021, East Palo Alto approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD or other amount, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco;

**WHEREAS**, on June 8, 2021, Mountain View approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Resolution Approving a Minimum Purchase Transfer From the City of Mountain View to the City of East Palo Alto

Wholesale Customers and San Francisco;

**WHEREAS**, East Palo Alto and Mountain View are authorized and prepared to execute a negotiated agreement memorializing the terms and conditions of a 0.25 MGD transfer of Mountain View's Minimum Purchase to East Palo Alto;

**WHEREAS**, as noted below, one of the conditions of the negotiated agreement between Mountain View and East Palo Alto is that, in exchange for the 0.25 MGD of Minimum Purchase transfer, Mountain View will provide East Palo Alto with an immediate Right-of-First Refusal for drought water transfers at the same volume as the Minimum Purchase transfer, pursuant to Appendix H of the 2021 WSA;

**WHEREAS**, in conjunction with consideration of the 2021 WSA, East Palo Alto and Mountain View propose the Wholesale Customers and San Francisco approve, in advance, the terms and conditions for converting up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if Mountain View and East Palo Alto mutually agree to such incremental transfers in the future and provided the conditions outlined below are met;

**WHEREAS**, if up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 is converted into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, up to 1.0 MGD of Minimum Purchase, in 0.25 MGD increments, will be counted towards the total Minimum Purchase that may be transferred pursuant to Section 3.04.C.1 of the 2021 WSA;

**WHEREAS**, this parallel action continues to require the calculation of a Temporary Modified Minimum Annual Purchase Quantity, set out in Attachment E-1 in the 2021 WSA; however, the transferor, Mountain View, is responsible for the imputed sales associated with transfers to East Palo Alto up to 1.0 MGD, until the terms and conditions outlined below are satisfied; and,

**WHEREAS**, in accordance with the water transfer provisions of the 2021 WSA, Mountain View and East Palo Alto will coordinate with San Francisco and BAWSCA to document Temporary Modified Minimum Annual Purchase Quantities to be included on Attachment E-1, transferred Resolution Approving a Minimum Purchase Transfer From the City of Mountain View to the City of East Palo Alto

Minimum Annual Purchase Quantities to be included on Attachment E, when timely, and amendments to each cities' Individual Water Sales Contract with San Francisco.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. The Santa Clara City Council approves, in advance, the conversion of up to 1.0 MGD of Mountain View's ISG, sold to East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's ISG plus up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if all of the following terms and conditions are satisfied:

A. Mountain View will transfer up to 1.0 MGD of its Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the Mountain View City Council's and the East Palo Alto City Council's approval of an agreement for each incremental transfer.

B. For each incremental transfer, a Temporary Modified Minimum Annual Purchase Quantity will be calculated for East Palo Alto that is equal to the City's five-year average water use from the SFPUC for the most recent non-drought years prior to the 2017 ISG purchase, plus the incremental transfer amount(s).

C. For each incremental transfer, Mountain View will maintain, and be responsible for paying any imputed sales for, its Minimum Purchase requirement in effect at that time, as set forth in Attachment E of the WSA, including up to 1.0 MGD ISG transfer to East Palo Alto, until East Palo Alto's water use meets the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years.

D. East Palo Alto will not be required to pay imputed sales associated with the Temporary Modified Minimum Annual Purchase Quantity for any incremental transfer of the 1.0 MGD of Mountain View's Minimum Purchase requirement.

E. For each incremental transfer, once East Palo Alto has met the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years, the incremental portion of Mountain View's Minimum Purchase transferred to East Palo Alto will become East

Palo Alto's Minimum Purchase, and Mountain View's Minimum Purchase will be reduced by an equivalent amount. East Palo Alto's new Minimum Purchase will be included in Attachment E and both cities' Individual Water Sales Contracts will be updated to reflect this transfer.

F. With exception of the incremental transfers that are the subject of this resolution and the agreement between East Palo Alto and Mountain View described herein, any additional transfers of Minimum Purchase, either from another Wholesale Customer or from Mountain View in excess of the 1.0 MGD, are subject to Section 3.04 of the 2021 WSA.

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19th DAY OF April, 2022, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc



## Agenda Report

22-442

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLAR

1. Deliver and Enhance High Quality Efficient Services and Infrastructure
2. Enhance Community Sports, Recreational and Arts Assets

#### BACKGROUND

On July 6, 2021, City Council approved a design professional services agreement with Gates and Associates Landscape Architecture, Inc. (Gates and Associates) for the first phase of the Westwood Oaks Playground Rehabilitation Project (Project). The first phase of the Project includes preparation of concepts for the park and a schematic design for the playground rehabilitation, community outreach, presentation of the schematic design to the Parks and Recreation Commission, and action from the City Council. The proposed schematic design (SD) incorporated feedback from both the Parks and Recreation Commission and the community; the SD will be presented to City Council on April 19, 2022 (RTC 22-179). The second phase of the Project includes preparing the necessary documents and providing support for the design and construction of the playground improvements.

#### DISCUSSION

In February 2021, the City issued a Request for Proposals (RFP) to solicit proposals for both phases of the Project. A total of four proposals were received and a proposal review panel consisting of staff from the Department of Public Works and Parks & Recreation Department evaluated each proposal against the criteria set forth in the RFP. As indicated in the beginning of this report, the City Council approved an agreement with Gates and Associates Landscape Architecture, Inc. (Gates & Associates) in July 2021 for the first phase of the project (RTC 21-234). The proposed Amendment No. 1 (Attachment 1) amends the scope of services to include services needed for the second phase of the project. The added scope of services generally includes: project management and coordination, preparation of detailed design and construction documents (plans, specifications, and engineer's estimate) for public works bidding, assistance with obtaining building permit, and engineering support services during bid, award, and construction stages.

Staff recommends approval of Amendment No. 1 to the Agreement with Gates and Associates Landscape Architecture, Inc. to complete design services needed for the Westwood Oaks Playground Rehabilitation Project. Approval of this amendment will provide the design professional services necessary to complete the design of the Project and proceed to construction in a timely manner. Design of the Project is anticipated to be completed by spring 2023 and construction of the Project is anticipated to be completed by summer 2024. The agreement includes a section covering prevailing wage requirements.

**ENVIRONMENTAL REVIEW**

Council action on this item does not constitute a “project” within the meaning of the California Environmental Quality Act ("CEQA") because it is an administrative activity that will not result in direct or indirect physical changes in the environment as set forth in section 15378(b)(5) of the CEQA Guidelines.

**FISCAL IMPACT**

The not-to-exceed amount under the current Agreement is \$92,817. The proposed Amendment No. 1 increases the total not-to-exceed amount to \$275,472. This amount includes \$250,068 for basic services and \$25,404 for additional services. Staff is requesting a 15 percent contingency, which is included in the not-to-exceed amount, for the second phase of design due to the age of the park and potential unforeseen conditions that may require additional efforts. There is sufficient funding available in the Westwood Oaks Park Playground Rehabilitation Project (CIP 3136).

**COORDINATION**

This report has been coordinated with the Parks & Recreation Department, 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**RECOMMENDATION**

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

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Amendment No. 1
2. Original Agreement

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**PREAMBLE**

This agreement (“Amendment No. 1”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gates and Associates Landscape Architecture, Inc., a California corporation, (Consultant). 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 Design Professional Services Between the City of Santa Clara, California, and Gates and Associates Landscape Architecture, Inc. for Westwood Oaks Playground Rehabilitation Project”, dated July 21, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant to provide landscape and engineering design services for the first phase of the Westwood Oaks Playground Rehabilitation Project (Project), as fully described in the Agreement; and the Parties now wish to amend the Agreement to provide landscape and engineering design services for the second phase of the project, which includes preparing bid documents (plans, specifications, and engineer’s estimate - PS&E) for public works bidding based on selected schematic playground rehabilitation plan, assisting with obtaining Building and Fire permits , and providing engineering support services during bid and award, construction, and post-construction phases of the Project.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 6 of the Agreement, entitled “Compensation and Payment” is amended to read as follows:

In consideration for Consultant’s complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled “SCHEDULE OF FEES.”

The maximum compensation of this Agreement two hundred seventy-five thousand four hundred seventy-two dollars (\$275,472) 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.

2. Exhibit A, entitled "Scope of Services, Exhibit B, entitled "Schedule of Fees", Exhibit C, entitled "Insurance Requirements", and Exhibit E, entitled "Milestone Schedule," of the Agreement are amended to read per Attachment No. 1:
3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Office of the City Manager  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.**  
a California Corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Linda Gates

Title: Director of Strategy

Principal Place of Business Address: 2671 Crow Canyon Road  
San Ramon, California 94583

Email Address: Linda@dgates.com

Telephone: (925) 736-8176

Fax: (925) 833-8901

“CONTRACTOR”

# ATTACHMENT No. 1

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

**I. GENERAL**

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

**II. BACKGROUND AND PROJECT**

Dedicated in 1961, 1.75 acres Westwood Oaks Park (Park) contains a recreation building, restrooms, an open play area, a playground, and various park amenities. The Park is bounded by La Herran Drive to the east, and residential properties to the north, west, and south. Park's playground and community building are located at 460 La Herran Drive. The site was assessed for condition in 2017 and the playground was deemed to be in critical condition while the building is in poor condition.

Consultant to perform all work necessary to meet the project goal including but not limited to : site, facility, and technology assessment; ADA evaluation, community outreach; develop a site specific master plan and playground rehabilitation plan; obtain a recommendation for approval from the Parks & Recreation Commission (PRC) and City Council (CC); develop selected playground schematic plan into bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining Building and Fire permits for selected playground equipment; and provide engineering support services during bid and award, construction, and post-construction phases (PROJECT).

### III. DESCRIPTION OF SERVICES

All design work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

#### **Required Services**

Consultant shall provide landscape and engineering design services in two complete phases for the Westwood Oaks Playground Rehabilitation Project as indicated below.

##### Phase I:

1. Perform site, architectural, facility, and technology assessment (for the park building).
2. Evaluate ADA pedestrian pathway
3. Perform robust community outreach (surveys, meetings, consensus building etc.), to develop Site Specific Master Plan and Playground Schematic Plan (all inclusive)
4. Obtain a recommendation for approval from the PRC and subsequent approval from CC.

##### Phase II:

1. Develop selected playground schematic plan into bid documents (PS&E) for public works bidding
2. Provide assistance in obtaining a building permit.
3. Provide engineering support services during bid and award, construction, and post-construction phases.
4. Design ADA Pedestrians' path of travel from public right-of-way, including on-street parking and sidewalk, to and within the new playground per ADA Design Guidelines.
5. Design conduit from street pullbox to a location in the closest proximity to building to provide future data connection
6. Landscape design of the improved area adjacent to the playground, not the entire park.
7. Irrigation design of the improved area near the playground, not the entire park.

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified as follows:

1. Consultant: GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.

2. Sub-consultants to GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.:
  - 1) Sandis – Surveying and Civil Engineering
  - 2) BSK Engineers – Geotechnical Engineering
  - 3) HY Architects – Building Assessment
  - 4) Atium Engineer – Electrical Engineering
  - 5) Hortscience – Arborist
  - 6) Capital Engineering – Mechanical and Plumbing Engineering
  - 7) KYASE – Structural Engineering
  - 8) David Powers & Associates – Environmental
  - 9) Proactive Risk Solutions – Certified Playground Inspector

Any changes to the project team through the course of the Services shall be approved in writing by City.

#### **IV. RESPONSIBILITIES OF CITY**

CITY will provide the following information and support for the project as-available and applicable:

- A. Record drawings (as-available)
- B. CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- E. Payment of permit application fees with other internal departments, if required.
- F. Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

#### **V. BASIC SCOPE OF SERVICES**

##### **PROJECT MANAGEMENT**

CONSULTANT shall:

- A. Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain

schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.

- B. Any field work that involves subsurface excavation and/or coring, consultant is required to submit plan of work to the City for review and approval prior to proceeding.
- C. Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
  - 1. Kick-off Meeting (Phase I)
  - 2. Preliminary/Evaluation Meeting (Phase I)
  - 3. Community meeting (Phase I)
  - 4. Parks and Recreation Commission Meeting (Phase I)
  - 5. City Council Meeting (Phase I)
  - 6. 35% Design Review Meeting (Phase II)
  - 7. 75% Design Review Meeting (Phase II)
  - 8. Punch list/Project acceptance Meeting (Phase II)
- D. Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- E. Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- F. Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.
- G. Provide monthly progress reports.

- H. Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
- I. Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.
- J. Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.
- K. Invoicing and Contract Administration: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

**Phase I**

**Task 1.0: Preliminary Engineering/Evaluation**

- 1.1 Attend Project Kick-Off Meeting.
- 1.2 Visit Project's site to inspect site conditions, existing equipment, and facilities to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances.

- 1.3 Perform necessary evaluations of the site, equipment, facilities, and ADA pathway to identify opportunities and constraints and review Facility Condition Assessment completed by the City in 2017. Prepare an evaluation report for the site noting condition of existing facilities, infrastructures, code issues, and regulatory issues. Provide upgrade or replacement recommendations according to the evaluation and report review.
- 1.4 Provide draft community and stakeholder engagement strategies.
- 1.5 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, electrical, and mechanical design according to the evaluation and recommendations, and the following design criteria:
  - 1.5.1 2019 California Building Codes.
  - 1.5.2 2019 California Fire Codes.
  - 1.5.3 2019 National Fire Protection Association (NFPA): 2019 NFPA 72.
  - 1.5.4 Playcore grant requirements.
  - 1.5.5 Remote alarm/communication for HVAC system.
  - 1.5.6 WIFI and electronic access for building.
  - 1.5.7 Parks and Receptions Design Standards.
  - 1.5.8 Comply with age-friendly, inclusionary design standards, and values.
  - 1.5.9 Sustainability and green infrastructure guidelines in National Recreation and Park Association (NRPA).
  - 1.5.10 Fall protection system for roof-top equipment (if needed).
  - 1.5.11 Playground safety, hazard identification, equipment specifications, surfacing/space requirements guidelines in NRPA's Certified Playground Safety Inspector (CPSI) program. Consultant shall have CPSI as part of its team.
- 1.6 Perform geotechnical investigation and provide report.
- 1.7 Work with City staff and community to develop park master and playground schematic plan(s).
- 1.8 Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the Project's master and playground schematic plans.
- 1.9 Provide project estimate that includes an itemized list of bid items. The project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the estimate. The project estimate shall consider the following factors:

1. Recent similar Projects bided in the Bay Area, especially in the South Bay.
  2. Current economic trend.
  3. When the Project will be bided.
  4. When construction will occur.
  5. The risks that contractors need to consider for the Project.
- 1.10 Develop project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.
- 1.11 Meet with City staff to review City comments on park master and schematic design, and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 1.12 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

**Task 1 Deliverables – Electronic and hard copy format:**

1. Evaluation report (draft and final) – One (1) PDF of draft and final report and one (1) Microsoft Word file of final report.
2. Soil report – One (1) PDF
3. Draft park master & schematic plans: One (1) PDF and one (1) AutoCAD file.
4. Consultant's CPSI signs off on schematic design for playground with emphasis on all elements of play and related requirements for the playground.
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Budget estimate – One (1) PDF and one (1) Microsoft Excel file.
7. Miscellaneous project information (as requested).
8. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

**Task 2.0: Community Outreach**

Consultant shall work closely with City staff to develop meeting strategy and format to engage the community.

- 2.1 Develop presentation materials, exhibits, design alternatives, and questionnaires for public workshops/meetings.
- 2.2 Plan, coordinate, schedule, attend workshops/meetings, and produce meeting minutes. Plan for three (3) workshops/meetings.
- 2.3 Based on community's input, refine, and develop final park master plan and playground schematic plan.
- 2.4 Produce meeting minutes with action items.

**Task 2 Deliverables – Electronic and hard copy format:**

1. Exhibits, alternative, & questionnaires – PDFs and hard copies as needed.
2. Final master & schematic plans: One (1) PDF and one (1) AutoCAD file
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

### **Task 3.0: PRC & CC Meetings**

Consultant shall assist City staff to present the Project to Parks & Recreation Commission and City Council.

- 3.1 Prepare PowerPoint presentation using City template, including plans and alternatives, for Parks & Recreation Commission meetings. Plan for two (2) PRC meetings.
- 3.2 Prepare PowerPoint presentation, including plans and alternatives, for City Council Meetings. Plan for two (2) meetings.
- 3.3 Produce meeting minutes with action items.
- 3.4 Provide CEQA determination and assist in filing paperwork.

Task 3 Deliverables – Electronic and hard copy format:

1. Presentation materials, exhibits, & alternative – PDFs and MS PowerPoint file.
2. Revised final master & schematic plans: One (1) PDF and one (1) AutoCAD file.
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file

## **Phase II**

### **Task 4.0: 35% Construction Documents**

Based on the approved playground schematic plans, approved project scope within budget, and any adjustments authorized or directed by the City, the Consultant shall develop and refine the design, and prepare construction documents. Consultant's CPSI shall review and certify bid documents to meet and comply with all regulation regarding playground safety.

Plans shall be drawn to scale, on D-size (24" X 36") sheets, at an engineering scale up to 1" = 40' maximum, conforming to City's Design Criteria. Plans are to be drawn by AutoCAD 2021 or earlier versions, using City-provided standard AutoCAD template with background layout from Consultant's topographic survey.

- 4.1 Prepare 35% construction documents and supporting information for the City's review, including, but not limited to:
  - 4.1.1 Consultants shall follow City's Design Criteria and plan format to prepare

35% Plans and supporting information for the City's review, including but not limited to the followings:

- A. Plans with details of major design components as necessary such as:
  - 1. Site drawing
  - 2. Landscape drawings
  - 2. Playground drawings
  - 3. Park Amenity drawings
  - 4. Electrical drawings
  - 5. Civil drawings
  - 6. Structural drawings
  
- B. 35% Plans shall include all existing utilities on-site and immediate surrounding off-site areas. Pertinent background information as relating to proposed improvements such as, but not be limited to, playground layouts, fence, gate, picnic area, pedestrian pathway, property lines, site entrance/exist driveway, adjacent streets shall be shown.
  
- C. Design Playground to meet following criteria:
  - 1. Elements of Play: swinging, climbing, brachiating, spinning, sliding, balancing, sensory and free play.;
  - 2. Play Value: design that addresses how many persons served, how often and how long equipment is used.;
  - 3. Inclusion: a thoughtful application of universal design principles that provide diverse activities that address physical, social-emotional, sensory, cognitive, and communicative needs of all children and where generations can play together regardless of age and limitation.;
  - 4. Physical Activity: intentionally promote physical activity through active play and encourage the developmental progression of skills through healthy movement (developmentally appropriate for beginner, intermediate, advanced levels).;
  - 5. Nature: design the play environment within a living landscape, supporting the natural habitat/biodiversity and health of plants, animals, and water.
  - 6. Playcore Grant requirements.
  - 7. Playground Safety: Guidelines and requirements from NRPA's CPSI program.
  
- D. Refer to the City website for Building Permit and Fire Department Permit application package requirements.

4.2 Prepare an updated engineering cost estimate. If 35% engineering cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the preliminary engineering/evaluation phase, the Consultant shall explain and justify the increase and shall submit a list of proposed modifications to bring

the cost within budget.

- 4.3 Prepare an updated project schedule.
- 4.4 Meet with City staff as needed to review City comments on 35% submittal and gain concurrence as to how the documents will be revised, as appropriate, to incorporate City comments.
- 4.5 Provide comments from Consultant's CPSI on playground design and confirmation of safety compliance of 35% construction documents.
- 4.6 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 4.7 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).
- 4.8 CITY will circulate the submittal package to internal CITY departments for review and comments. CONSULTANT shall be responsible for submitting the package to external stakeholders if required. CONSULTANT shall prepare written responses to all written comments received. All redlined drawings shall be returned with CONSULTANT's response on the redlined drawings.
- 4.9 CONSULTANT shall be responsible for resolving comments from each commenter and shall identify to CITY any comments that cannot be resolved. CONSULTANT shall conduct a 35% comments review meeting with CITY to discuss comments on the submittal package, to identify any significant design issues, and gain concurrence as to how the design shall be revised as appropriate to incorporate CITY's comments.
- 4.10 Pathway Upgrades to ADA

Provide Phase II Construction Documentation thru Post Construction to replace and correct all CBC accessibility issues to the perimeter sidewalks and pathways for the park such as broken concrete, excessive slopes, trip hazards, and crack / gap hazards. New work shall generally match the existing locations, grading, and layout of existing flatwork to be repaired or replaced. The replacement sidewalk shall meet the city's maintenance access needs and may have an increased width of 8' vehicular concrete. Deliverables will include all additional coordination, cost estimation, demolition, layout, grading, drainage improvements, lighting/ electrical plan, pervious paving surfaces, landscaping, irrigation, and details for the access improvement work.

Task 4 Deliverables – Electronic and hard copy format:

1. 35% Plans – One (1) PDF and one (1) AutoCAD file.
2. 35% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.

3. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
4. Quality control checklist for 35% PS&E submittal – One (1) PDF and one (1) Microsoft Word or Excel file.
5. CPSI comment/report – One (1) PDF.
6. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
7. Miscellaneous Project information (as requested).
8. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.

### **Task 5.0: 75% Construction Documents**

Based on City's comments and direction on the 35% PS&E, Consultant shall revise the 35% PS&E to produce the 75% PS&E. Consultant shall:

- 5.1 Prepare 75% construction documents and supporting information for the City's review and approval.
  - 5.1.1 Construction details of proposed improvements shall be included in the 75% Plans.
  - 5.1.2 Provide technical specifications.
  - 5.1.3 Provide Structural plans and calculations for Light post footings and playground structure footings.
  - 5.1.3 Provide modified sections to City standard specifications to suit Project. Modified sections include, but not be limited to, general information, summary of work, measurement and payment for bid items, permitting and agency regulatory requirements, etc.
  - 5.1.4 Provide required information to the City's Project Specific Specification Book (Division 0, 1, and 2). Required information from Consultant for City's frontend specifications are, but not be limited to, the followings:
    1. Description of work
    2. Type of Contractor's License required
    3. Construction Schedule
    4. Bid Schedule
    5. Requirements for Contractor's Statement of Qualifications (e.g. experience requirements for similar work and contract values)
    6. Identification of any changes to the City's standard specifications that are required.
- 5.2 Prepare an updated engineering cost estimate. If the cost is higher than allocated construction budget, Consultant need to create Add Alternate items so that the project cost estimate is within available project budget.
- 5.3 Prepare an updated project schedule.

- 5.4 Meet with City staff, as needed, to review City comments on 75% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 5.5 Provide comments from Consultant's CPSI on playground design and confirmation of safety compliance of 75% construction documents.
- 5.6 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 5.7 Provide written response matrix to City's comments on 35% PS&E.
- 5.8 Conduct a quality control (QC) review of design documents (Plans, Specifications, and Engineer's Cost Estimates).

Task 5 Deliverables – Electronic and hard copy format:

1. 75% Plans – One (1) PDF and one (1) AutoCAD file.
2. 75% Specifications – One (1) PDF and one (1) Microsoft Word file.
3. 75% Engineering cost estimate – One (1) PDF and one (1) Microsoft Excel file.
4. Updated project schedule – One (1) PDF and one (1) Microsoft Project file.
5. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
6. Quality control checklist for 75% design submittal.
7. CPSI comment/report – One (1) PDF
8. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

### **Task 6.0: 100% Construction Documents**

Based on City's comments and direction on the 75% PS&E, Consultant shall revise the 75% PS&E to produce the 100% PS&E. Consultant shall:

- 6.1 Prepare 100% construction documents and supporting documents.
  - 6.1.1 Phase percentage statement such as "100% Plans. Not for Construction" shall be removed from the 100% Plans and each sheet of the plans set shall be stamped and signed by the Consultant's Engineer of appropriate discipline.
  - 6.1.2 Specifications shall be stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 6.2 Prepare an updated Engineering Cost Estimate with backups and justifications for unit pricing.
- 6.3 Prepare an updated Project Schedule.

- 6.4 Provide Documents for City's PS&E approval process. Required documents are, but not be limited to, engineer's estimate using the schedule of quantities format, recent similar project bid summaries to validate engineer's estimate, consultant Peer Review Certification, consultant Lessons Learned from other similar projects that were applied to this Project.
- 6.5 100% PS&E shall be Peer reviewed and Certification of Peer Review shall be submitted with the 100% Submittal.
  - 6.6.1 A statement (see statement in Sub-Section 5.6.2 below) to indicate Peer Review has been performed and signature of the Engineer who performed it shall be added to the Plans Cover Sheet.
 

Certification of Peer Review: The following paragraph shall be put on the company letter head, dated, and signed by the Peer Review Engineer.  
 "The undersigned hereby certifies that a professional peer review of these plans and the required designs was conducted by me, a professional landscape architect with expertise and experience in the appropriate fields of landscaping equal to or greater than the Architect of Record, and that appropriate corrections have been made."
- 6.6 Prepare and submit Special Inspection Form for the Project.
- 6.7 Meet with City staffs as needed to review City comments on 100% submittal and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
- 6.8 Provide comments from Consultant's CPSI on playground design and confirmation of safety compliance of 100% construction documents.
- 6.9 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.
- 6.10 Provide written response matrix to City's comments on 75% PS&E.
- 6.11 Provide list of potential bidders including company name, email address, contact number, and address of business.

Task 6 Deliverables – Electronic and hard copy format:

- 1. 100% Plans – One (1) PDF and one (1) AutoCAD file.
- 2. 100% Specifications – one (1) PDF and one (1) Microsoft Word file.
- 3. Structural Calculations – One (1) PDF.
- 4. Consultant Lessons Learned – One (1) PDF.
- 5. Certification of Peer Review – One (1) PDF.
- 6. 100% Engineering Cost Estimate – One (1) PDF and one (1) Microsoft Excel file.
- 7. Updated Project Schedule – One (1) PDF and one (1) Microsoft Project file.
- 8. All Permit application packages with all necessary supporting documentations.

9. Special Inspection Form – One (1) PDF.
10. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
11. Quality control checklist for 100% design submittal.
12. CPSI comment/report – One (1) PDF
13. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file

### **Task 7.0: Bid Documents (P&S)**

Based on City's comments and direction on the 100% PS&E, Consultant shall revise the 100% PS&E to produce the Bid Documents. Consultant shall:

- 7.1 Incorporate City review comments of 100% PS&E into Bid Documents.
- 7.2 Incorporate permit issuers' comments into P&S and coordinate with permitting departments and agencies to obtain acceptance of permit application package.
- 7.3 Prepare Bid Documents (P&S).
  - 7.3.1 Bid Plans shall be wet stamped and signed by the Consultant's Engineer of appropriate discipline. Plans shall be drawn to scale and plotted onto D-size sheets.
  - 7.3.2 Bid Specifications shall be wet stamped and signed (on Document 00030 – Seal) by Consultant's Project Engineer.
- 7.4 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 7 Deliverables – Electronic and hard copy format:

1. Bid Plans – One (1) PDF of wet-signed/stamped, D-size and one (1) AutoCAD file.
2. Bid Specifications – One (1) PDF of wet-signed/stamped, A-size and one (1) Word file.
3. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.
4. Quality control checklist for bit set submittal.
5. Final Building and Fire permits.
6. Meeting minutes – One (1) PDF and one (1) Microsoft Word file.
7. Written response matrix – One (1) PDF and one (1) Microsoft Word or Excel file.

### **Task 8.0: Bid and Award Phase**

Consultant shall provide assistance to the City during the bidding and award phase, answer questions from bidders, help and prepare exhibits for addenda when necessary, assist the City in evaluation of bids received, and provide a written recommendation for the award of contract, when requested.

Consultant shall:

- 8.1 Attend and conduct Pre-Bid Conference/Sites Visit.
- 8.2 Assist the City with responses to bidder's inquiries through the City's Project Manager.
- 8.3 Assist the City with addenda to the construction documents as needed to respond to bidder's inquiries and clarify the intent of bid documents.
- 8.4 Assist the City in evaluating bids (if required by the City).
- 8.5 Within fourteen (14) days from the bid opening date, prepare and submit a conformed set of contract documents (Plans and Specifications) incorporating any and all addenda (if needed).

Task 8 Deliverables – Electronic and hard copy format:

1. Written response to bidder's inquiries – Signed PDF.
2. Support information for addenda – Signed PDF.
3. Written recommendation letter to award of contract for the Project – Signed PDF.
4. Conformed Set (if needed) – One (1) PDF of Plans and Specifications, one (1) AutoCAD file of Plans, and one (1) Microsoft Word file of Specifications.

### **Task 9.0: Construction Phase**

Consultant's responsibility to provide basic services for the construction phase under this Agreement commences with the "Notice to Proceed" (NTP) of the contract for construction and terminates on the date the City approves the certificate of completion of the Project.

- 9.1 Consultant will assist the City in providing administration of the contract for construction. Duties, responsibilities and limitation of authority of Consultant shall not be restricted, modified, or extended without written agreement of the City.
- 9.2 Consultant shall attend the Pre-construction meeting.
- 9.3 Consultant shall visit the site as required for the benefit of the Project during this phase. During these site visits, Consultant shall attend job progress meetings, pre-submittal meetings, pre-installation meeting, and other meetings as required by the City. Consultant's structural, civil, and electrical sub-consultants shall visit the site as required when work related to their discipline is in progress.
- 9.4 Consultant shall have CPSI perform an onsite visit and inspection for conformance of playground installation to satisfy Bid Documents and provide report.
- 9.5 Consultant shall make construction observation visits throughout the construction phase. Consultant shall issue an observation report after each visit. Assume up to three (3) meetings.

- 9.6 In addition to the construction observation visits, Consultant shall review technical submittals, shop drawings, product data, product samples, and product warranties from the contractor for conformance with the specifications and drawings. The Consultant's action shall be taken with such reasonable promptness so as to cause no delay in the work, while allowing sufficient time in Consultant's judgment to permit adequate review. The Consultant will be allowed a maximum of seven (7) calendar days for review of submittals. Consultant's review shall not constitute review of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of specific items shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract document.
- 9.7 Consultant shall respond to Contractor's Request for Information (RFI) and Request for Substitution (RFS). Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Consultant shall be allowed a maximum of seven (7) calendar days to respond to RFIs and RFSs that impact the Project schedule or a maximum of fourteen (14) calendar days to respond to RFIs and RFSs that do not impact the Project schedule.
- 9.8 The Consultant shall prepare the Scope of Work, including sketches, for Field Instructions issued to the Contractor. When requested by the City, Consultant shall review Change Order (CO) pricing and provide written responses for the City's review and finalizing said COs

Task 9 Deliverables – Electronic and hard copy format:

1. Signed PDFs of Reviewed Contractor Submittals, Shop Drawings, RFIs, RFSs, and Field Instructions.
2. Signed PDFs of COs' recommendations.
3. Signed PDFs of Field reports by Consultant and sub-consultants.

**Task 10.0: Post-Construction Phase**

- 10.1 When requested by the City, Consultant shall conduct reviews to assist the City to determine the date or dates of Substantial Completion and the date of Final Completion. Consultant's decisions with City approval on matters relating to aesthetic effect may be final if consistent with the intent expressed in the Contract Documents.
- 10.2 Upon request by Contractor, in accordance with contract Specifications, for Substantial Completion and later Final Completion, Consultant shall assist City in determining if the Project is ready for the stage of completion requested by the Contractor. Consultant shall provide City with a written recommendation.

- 10.3 Consultant shall perform a walk-through of the Project site, review Contractor Punch List, and provide written response with status and action of items on the Punch List. Consultant shall attend final walk-through of the Project site with the City, verify Punch List completion, and provide written response with recommendation regarding Project acceptance and close-out.
- 10.4 Consultant shall review Contractor-supplied Operation and Maintenance manuals and Warranties to determine their completeness and compliance with Construction Contract and provide written recommendation for acceptance.
- 10.5 Consultant's CPSI shall inspect and certify the playground prior to its open to the public. Provide CPSI Certification within five (5) days of final inspection.
- 10.6 Provide a complete set of the Record Drawings and all X-ref files "bound," including other associated fonts, plot style files on AutoCAD, including electronic copies in PDF format. CONSULTANT may, at its own expense, prepare and retain a copy of each drawing for its permanent file.
- 10.7 At ten (10) months following the issuance of final completion and prior to the expiration of any guarantees, City and all its Consultants shall visit the Project with Contractor and: 1) Review the work and identify observable defects and deficiencies, 2) Evaluate the performance, durability and appearance of installed products, materials and system as they relate to suitability for the intended use; 3) Evaluate the Project's function and City's use of the Project as reflection of the original program intent; and 4) Submit a written memorandum to City concerning the foregoing.

Task 10 Deliverables – Electronic and hard copy format:

1. Substantial Completion/Final Completion recommendations and Reviewed Punch List – One (1) signed PDF.
2. Record Drawings – One (1) PDFs and one (1) AutoCAD files on CD/DVD.
3. CPSI Certification – One (1) PDF.
4. 10 Months Report – One (1) signed PDF.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT B  
SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$250,068. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$25,404. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$275,472, subject to budget appropriations.

Consultant shall 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. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

**II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

<u>Description of work and task</u>	<u>Cost for Basic Services</u>
Phase 1 Design	
Task No. 1 – Preliminary Engineering and Evaluation (Completed)	\$59,725
Task No. 2 – Community Outreach (Completed)	\$13,865
Task No. 3 – Parks and Recreation Commission and City Council's Approval (Completed)	\$7,120
Phase 2 Design	
Task No. 4 – 35% Construction Documents	\$39,520
Task No. 5 – 75% Construction Documents	\$42,445
Task No. 6 – 100% Construction Documents	\$26,643
Task No. 7 – Bid Documents	\$12,045
Task No. 8 – Bid and Award Phase	\$8,565
Task No. 9 – Construction Phase	\$29,185
Task No. 10 – Post-Construction Phase	\$10,955
TOTAL COST	\$250,068

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed two hundred fifty thousand sixty-eight dollars (\$250,068).

### III. REIMBURSABLE EXPENSES

There are no reimbursable expenses.

### IV. ADDITIONAL SERVICES

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$25,404.

### V. RATE SCHEDULE

#### Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

**Primary Consultant – GATES AND ASSOCIATES LANDSCAPE  
ARCHITECTURE, INC.:**

**RATE SCHEDULE**

.....  
GATES + ASSOCIATES

**I. HOURLY FEES**

<b>HOURLY FEES FOR SERVICES OF:</b>	<b>RATE PER HOUR:</b>
Partner	\$190.00 - \$225.00
Principal	\$160.00 - \$195.00
Associate Principal	\$140.00 - \$165.00
Senior Associate	\$130.00 - \$145.00
Job Captain	\$120.00 - \$135.00
Sr. Irrigation Designer	\$145.00 - \$170.00
Irrigation Design Technician	\$95.00 - \$115.00
Sr. Visual Communications Designer	\$130.00 - \$155.00
Community Outreach Facilitator	\$145.00 - \$175.00
Marketing Coordinator	\$95.00 - \$145.00
Administrative/Drafter	\$90.00 - \$125.00

**II. EXPENSES (REIMBURSABLES)**

- A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
- B. Other direct expenses at cost which may include:
  - 1. Printing and reproduction costs.
  - 2. Mileage and travel costs.
  - 3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.

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## Subconsultant Billing Rates:



### SANDIS STANDARD HOURLY CHARGE RATES

Enforced January 1, 2021 Through December 31, 2021

ENGINEERING AND QSD/P SERVICES		HOURLY RATE
Project Control Specialist/ Clerical		\$90.00
Computer/ Field/ Engineer Technician	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Sr. Engineer Technician		\$130.00
Field Technician	Level I	\$105.00
	Level II	\$125.00
	Level III	\$135.00
Design Engineer	Level I	\$120.00
	Level II	\$125.00
	Level III	\$130.00
Project Engineer/ Traffic Engineer	Level I	\$140.00
	Level II	\$155.00
	Level III	\$175.00
Senior Engineer		\$190.00
Engineering Project Manager	Level I	\$185.00
	Level II	\$215.00
Associate Project Manager/ Senior Project Manager/ Senior Traffic Engineer		\$235.00
Principal		\$350.00
Forensic Review/ Analysis/ Claim Support		\$250.00

### SURVEYING SERVICES / HIGH DEFINITION SCANNING / 3-D MODELING SERVICES

CAD/ Surveying/ Scanning Technician	Level I	\$105.00
	Level II	\$110.00
	Level III	\$125.00
Project Surveyor/ Scanning Specialist	Level I	\$135.00
	Level II	\$145.00
	Level III	\$175.00
Survey Project Manager	Level I	\$185.00
	Level II	\$215.00
Senior Field Survey Supervisor (PLS)		\$235.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Manager		\$150.00
Traffic Safety Flagger		\$115.00
1-Person Survey Crew		\$195.00
2-Person Crew		\$305.00
2-Person Survey Crew w/ Apprentice		\$385.00

**Reimbursable Costs** Printing, monuments, materials, outside services and consultants, courier/delivery services, express/ overnight mail, travel/per diem, agency fees advances, etc., at cost plus 10%.

**Overtime** All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times the above rates.

**Escalation** Escalation for future years shall be at a minimum of 3.5% increase per year. Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.

## FEE SCHEDULE



### Hourly Rates

Principal	\$235/hr.
Associate	\$190/hr.
Architect 3	\$180/hr.
Architect 2	\$160/hr.
Architect 1	\$150/hr.
Job Captain	\$130/hr.
Senior Draftsperson	\$120/hr.
Draftsperson	\$115/hr.
Jr. Draftsperson	\$105/hr.
Int. Project Designer	\$130/hr.
Int. Staff Designer	\$110/hr.
Administrative Staff	\$ 85/hr.

## BSK Associates - January 1, 2021 to June 30, 2021 Prevailing Wage Schedule of Fees

PERSONNEL RATES	
<b>PROFESSIONAL STAFF</b>	
Principal	\$ 248.00
Senior Professional	\$ 221.00
Project Professional II	\$ 204.00
Project Professional I	\$ 171.00
Staff Professional II	\$ 154.00
Staff Professional I	\$ 138.00
Seismic GIS	\$ 193.00
GIS Specialist	\$ 138.00
Information Specialist II	\$ 154.00
Information Specialist I	\$ 138.00
CAD	\$ 100.00
Project Administrator	\$ 95.00
<b>EQUIPMENT</b>	
Nuclear Gauge (Day)	\$ 61.00
Ultrasonic Weld Equipment (Day)	\$ 61.00
Torque Wrench (Day)	\$ 61.00
Proof Load Equipment (Day)	\$ 61.00
Rebar Locator / Pachometer	\$ 110.00
Hand Auger (Day)	\$ 221.00
Water Meter (Day)	\$ 56.00
Drilling Kit - Paint, stakes and lath - (Project)	\$ 29.00
Drilling Supplies - Reuse of tubes/caps (Project)	\$ 276.00
Manometer (Day)	\$ 221.00
Double Ring Infiltrometer (Day)	\$ 551.00
<b>ANALYSIS SOFTWARE USAGE FEES</b>	
gINT (Project)	\$ 56.00
LPile (Project)	\$ 56.00
APile (Project)	\$ 56.00
SHAFT (Project)	\$ 56.00
GROUP (Project)	\$ 110.00
Cliq (Project)	\$ 56.00
LiquefyPro (Project)	\$ 56.00
LiqIT (Project)	\$ 56.00
NovoLIQ (Project)	\$ 56.00
Slide (Project)	\$ 110.00
Settle3D (Project)	\$ 110.00
ArcGIS (Project)	\$ 56.00
EZ-FRISK (Per Project Site / Site Class)	\$ 525.00
<b>TECHNICAL STAFF (PREVAILING WAGE)</b>	
Field Supervisor	\$ 171.00
Group 1 - Special Inspector	\$ 149.00
Group 2 - Special Inspector	\$ 142.00
Group 3 - Engineering Technician	\$ 129.00
Group 4 - Technician	\$ 112.00
Ground Penetrating Radar Scanning Technician	\$ 289.00
Core Drilling Technician	\$ 210.00
Floor Flatness Testing Technician	\$ 189.00
Sample Pickup / Transportation / Delivery	\$ 108.00
Laboratory Technician	\$ 108.00
Administrative Assistant / Clerical	\$ 86.00
Litigation support	1.5x standard rate
<b>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</b>	
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill doubletime
Swing shift (4:00pm to Midnight)	Add \$20.00 per hour
Graveyard Shift	Add \$30.00 per hour
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours
<b>DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)</b>	
Certified Payroll / DIR Upload	\$ 300.00
Non-Performance Certified Payroll / DIR Upload	\$ 100.00
Subcontractor Management / Compliance Forms	\$ 100.00
Additional LCP Tracker or Other Compliance Software	\$ 200.00
Additional Special Forms, as required	\$ 150.00
<b>REIMBURSABLES</b>	
Mileage (Portal to Portal)	\$ 0.88
Per Diem (as required)	\$ 150.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant/Subcontractor Services, Vendors, and Expenses	Cost + 15%
Project Administration Fees	7% of Invoice
DIR Administration Fees	3% of Invoice
Project Setup (Project)	\$500.00
<b>MATERIALS LABORATORY TESTS</b>	
<b>SOILS</b>	
<b>Moisture Density Curves</b>	
Standard Proctor, 4" (ASTM/AASHTO)	\$ 256.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 256.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 272.00
Caltrans Maximum Wet Density (CT 216)	\$ 233.00
Check Point	\$ 148.00
<b>Particle Size Analysis</b>	
Sieve Analysis w/ Wash (ASTM D422)	\$ 185.00
Minus #200 Wash, Soil (ASTM D1140)	\$ 90.00
Hydrometer Analysis (ASTM D422)	\$ 244.00
Double Hydrometer (ASTM D4221)	\$ 340.00
Specific Gravity of Soil (ASTM D854)	\$ 174.00
Visual Classification (ASTM D2488)	\$ 47.00
Sand Equivalent (ASTM D2419)	\$ 137.00
% Organics in Soil (ASTM D2974)	\$ 149.00
<b>Atterberg Limits / Swell Tests</b>	
Plasticity Index (ASTM D4318)	\$ 238.00
Shrinkage Limits of Soils (ASTM D427)	\$ 222.00
Expansion Index of Soils (UBC No. 29)	\$ 256.00
<b>Moisture Density Test</b>	
Tube Density	\$ 54.00
Moisture Content of Soils (ASTM D2216)	\$ 47.00
<b>"R" Value Determination</b>	
R-Value of Soils (CT 301)	\$ 432.00
R-Value of Treated Materials (CT 301)	\$ 478.00
<b>Consolidation Tests</b>	
Consolidation (ASTM D2435)	\$ 455.00
Consolidation, Extra Points (ASTM D2435)	\$ 61.00
Collapse Potential of Soils (ASTM D2435)	\$ 222.00
Remolded Consolidation (ASTM D2435)	\$ 386.00
One-Dimen Swell of Soil (ASTM D4546)	\$ 142.00
<b>California Bearing Ratio (CBR)</b>	
CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 557.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 1,079.00
<b>Permeability Tests</b>	
Rigid Wall Permeability (ASTM D2434)	\$ 307.00
Flexible Wall Permeability (ASTM D5084)	\$ 478.00
Remolded Flexwall Perm (ASTM D5084)	\$ 608.00
<b>Soil Corrosivity Tests</b>	
Minimum Resistivity of Soils (CT 643)	\$ 153.00
pH	\$ 71.00
Soluble Sulfate, Chloride and Sulfide	\$ 142.00
Oxidation Reduction of Soil	\$ 61.00
<b>Soil Cement Tests</b>	
Freeze Thaw Abrasion (ASTM D560)	\$ 681.00
Wetting-Drying Abrasion (ASTM D559)	\$ 647.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 818.00
Soil Cement Compression (ASTM D1633)	\$ 261.00
Cement Content Soil Cement (ASTM C1084)	\$ 261.00
<b>Other</b>	
Sample Preparation	\$ 71.00
Crumb Test Dispersion (ASTM D6572)	\$ 85.00
Pinhole Dispersion Test (ASTM)	\$ 272.00
Sand Density Calibration (ASTM D1566)	\$ 102.00
<b>Unconfined Compression</b>	
Unconfined Compression (ASTM D2166)	\$ 137.00
<b>Shear Tests</b>	
Direct Shear, Undisturbed (ASTM D3080)	\$ 238.00
Direct Shear, Remolded (ASTM D3080)	\$ 285.00
Triaxial Compression Testing	QUOTE



***Fees for Services***

HortScience | Bartlett Consulting

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**Hourly Rates**

Principals	\$220.00/hour
Consulting Arborist	\$180.00/hour
Expert Witness	\$300.00/hour
Arborist	\$150.00/hour
GIS/CAD Specialist	\$150.00/hour
Clerk	\$70.00/hour

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Hourly fees are portal-to-portal. Direct expenses such as reproduction and shipping shall be reimbursed at cost plus 15%. Mileage shall be reimbursed at the latest published IRS rate, currently \$0.56 per mile (from Pleasanton).

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March 2021



**CHARGE RATE SCHEDULE<sup>1</sup>**

<u>Title</u>	<u>Hourly Rate</u>
Senior Principal	\$ 300.00
Principal Project Manager	\$ 275.00
Senior Environmental Specialist	\$ 240.00
Senior Project Manager	\$ 215.00
Environmental Specialist	\$ 200.00
Biologist	\$ 190.00
Project Manager	\$ 190.00
Associate Project Manager	\$ 160.00
Assistant Project Manager	\$ 130.00
Researcher	\$ 115.00
Draftsperson/Graphic Artist	\$ 120.00
Document Processor/Quality Control	\$ 110.00
Administrative Manager	\$ 110.00
Office Support	\$ 95.00

Materials, outside services and subconsultants include a 15% administration fee.  
 Mileage will be charged per the current IRS standard mileage rate at the time costs occur.  
 Subject to revision June 1, 2021.

<sup>1</sup> David J. Powers & Associates, Inc. (DJP&A) provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or

**RATE SCHEDULE**

ATIUM ENGINEERING

**HOURLY FEES**

**HOURLY FEES FOR SERVICES OF:**

Engineering  
Drafting  
Administrative

**RATE PER HOUR:**

\$180  
\$125  
\$90

**RATE SCHEDULE**

PROACTIVE RISK SOLUTIONS

**HOURLY FEES**

**HOURLY FEES FOR SERVICES OF:**

Doug Evers

**RATE PER HOUR:**

\$95 - \$125



**Capital Engineering Consultants, Inc.  
2021 Billing Rates**

Sr. Principal	\$230.00 / hour
Principal	\$210.00 / hour
Director	\$200.00 / hour
Sr. Project Manager	\$190.00 / hour
Project Manager	\$182.00 / hour
Field Services	\$180.00 / hour
Senior Engineer	\$164.00 / hour
Engineer	\$149.00 / hour
Senior Designer	\$139.00 / hour
Designer	\$128.00 / hour
Technician / CADD	\$118.00 / hour
Intern	\$113.00 / hour
Project Administrator	\$98.00 / hour
Sr. Admin.	\$67.00 / hour
Clerical / Admin.	\$54.00 / hour



**KAM YAN & ASSOCIATES**

Structural Engineers

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BILLING RATE SCHEDULE

*January, 2021*

<b>STAFF</b>	<b>HOURLY RATE</b>
Principal Engineer	\$225 per hour
Project Manager	\$190 per hour
Senior Structural Engineer	\$175 per hour
Staff Engineer	\$150 per hour
CAD Drafters	\$110 per hour

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

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

## B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

## C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

## D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

## E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to



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

I. QUALIFYING INSURERS

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

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
 BETWEEN THE  
 CITY OF SANTA CLARA, CALIFORNIA,  
 AND  
 GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
 FOR  
 WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT E  
 MILESTONE SCHEDULE**

<b><u>Phase I</u></b>	<b><u>Duration</u></b>
Preliminary Engineering/Evaluation	6 weeks
Community Outreach	6 weeks
Parks and Recreation Commission & City Council Meeting	7 weeks
 <b><u>Phase II</u></b>	
35% Construction Documents (including 4 weeks City review)	10 weeks
75% Construction Documents (including 4 weeks City review)	10 weeks
100% Construction Documents (including 4 weeks City review)	9 weeks
Bid Documents (including 3 weeks City review)	8 weeks
 <b><u>Bid and Award Phase</u></b>	
Provide clarifications and assistance during the bidding phase to satisfactorily answer any questions from prospective bidders	2 days response time
 <b><u>Project Close-Out</u></b>	
Prepare Record Drawing	2 weeks

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gates and Associates Landscape Architecture, 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 design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

Exhibit E – Milestone Schedule

Exhibit F - Project Management Document Software

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the July 7, 2021 and terminate on at the completion of work described in Exhibit A – Scope of Services.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit B. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

## **4. WARRANTY**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

**5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

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

All 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.

**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 ninety-two thousand eight hundred seventeen dollars (\$92,817) 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**

To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.

**15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

**16. WAIVER**

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## 17. NOTICES

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

City of Santa Clara  
Attention: Department of Public Works – Design Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
Attention: Linda Gates  
2077 Gateway Place, Suite 550  
San Jose, CA 95110  
and by e-mail at [linda@dgates.com](mailto:linda@dgates.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.

**26. STATEMENT OF ECONOMIC INTERESTS**

Due to the nature of the Services to be performed, Consultant shall promptly file a Statement of Economic Interests (Form 700) upon commencement of the

Agreement in accordance with California Government Code section 87200, et seq.

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:



Digitally signed by Caio Arellano  
Date: 2021.07.21 11:13:19  
+07'00'

7/21/2021



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"

**GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.**  
a California Corporation

Dated: 7/21/2021

By (Signature):

Name: Linda Gates

Title: Director of Strategy

Principal Place of Business Address: 2671 Crow Canyon Road  
San Ramon, California 94583

Email Address: Linda@dgates.com

Telephone: (925) 736-8176

Fax: (925) 833-8901

"CONSULTANT"

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for the City by the Consultant under this Agreement are set forth below.

**I. GENERAL**

This Scope of Services is anticipated as necessary to meet City's objectives as described under Section II, BACKGROUND AND PROJECT, and Section III, DESCRIPTION OF SERVICES of this document. Consultant and City agree that this Scope of Services incorporates Consultant's professional qualifications and experience and will meet the City's objectives.

Consultant will be expected to provide complete, professional, high-quality Services and products; to consult City personnel, and others who are involved with the project; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

**II. BACKGROUND AND PROJECT**

Dedicated in 1961, 1.75 acres Westwood Oaks Park (Park) contains a recreation building, restrooms, an open play area, a playground, and various park amenities. The Park is bounded by La Herran Drive to the east, and residential properties to the north, west, and south. Park's playground and community building are located at 460 La Herran Drive. The site was assessed for condition in 2017 and the playground was deemed to be in critical condition while the building is in poor condition.

The Westwood Oaks Playground Rehabilitation Project (PROJECT) will be completed in two distinct phases. The first phase of the PROJECT is covered by this Agreement and includes the following scope of work: site, facility, and technology assessment; ADA evaluation, community outreach; develop a site specific master plan and schematic playground rehabilitation plan; obtain a recommendation for approval from the Parks & Recreation Commission and City Council. After City Council has approved the site specific master plan and schematic playground rehabilitation plan, the City will coordinate with the Consultant to amend this Agreement to include the second phase of the

PROJECT. The second phase scope of work includes develop selected playground schematic playground rehabilitation plan into bid documents (plans, specifications, and engineer's estimate - PS&E) for public works bidding; provide assistance in obtaining Building and Fire permits for the design plans; and provide engineering support services during bid and award, construction, and post-construction phases.

### III. DESCRIPTION OF SERVICES

All design work shall be done in accordance with the Department of Transportation Standard Specifications and Details, City Standard Plans and Specifications, ADA Design Guidelines, latest building and fire codes, and other applicable codes and standards recommended by the Consultant. Below is an outline of required services; however, it is the responsibility of the consultant to independently assess the PROJECT and provide improvement recommendations to meet the goals for this PROJECT.

#### Phase I of the PROJECT:

1. Perform site, architectural, facility, and technology assessment (for the park building).
2. Evaluate ADA pedestrian pathway
3. Perform robust community outreach (surveys, meetings, consensus building etc.), to develop Site Specific Master Plan and Playground Schematic Plan (all inclusive)
4. Obtain a recommendation for approval from the PRC and subsequent approval from CC.

Consultant shall provide the Services described herein through a project team, comprised of Consultant and sub-consultants identified as follows:

1. Consultant: GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.
2. Sub-consultants to GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.:
  - 1) Sandis – Surveying and Civil Engineering
  - 2) BSK Engineers – Geotechnical Engineering
  - 3) HY Architects – Building Assessment
  - 4) Atium Engineer – Electrical Engineering
  - 5) Hortscience – Arborist
  - 6) Capital Engineering – Mechanical and Plumbing Engineering
  - 7) KYASE – Structural Engineering
  - 8) David Powers & Associates – Environmental
  - 9) Proactive Risk Solutions – Certified Playground Inspector

Any changes to the project team through the course of the Services shall be approved in writing by City.

#### **IV. RESPONSIBILITIES OF CITY**

CITY will provide the following information and support for the project as-available and applicable:

- A. Record drawings (as-available)
- B. CITY's Standard Details, Specifications, Benchmark, and Design Criteria.
- C. Storm Drain (SD), Sanitary Sewer (SS), Electric, Fiber, Water and Recycled Water Block Book Maps (as-available).
- D. Geographic Information System (GIS) data including land parcels, street centerlines, City sanitary sewers, City storm drains, and aerial photographic tiles
- E. Payment of permit application fees with other internal departments, if required.
- F. Filing exemption under the California Environmental Quality Act, if applicable.

Besides the above, the City will work closely with the consultant to provide any other data or records, as available and necessary for the work involved.

#### **V. BASIC SCOPE OF SERVICES**

##### **PROJECT MANAGEMENT**

CONSULTANT shall:

- 1.1** Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget. Manage sub-consultants, maintain schedule and budget, anticipate and mitigate potential design issues and delays and coordinate and update the City on the overall progress of the Project.
- 1.2** Any field work that involves subsurface excavation and/or coring, consultant is required to submit plan of work to the City for review and approval prior to proceeding.
- 1.3** Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings shall be held at key project milestones and shall include, but are not limited to:
  - 1.3.1** Kick-off Meeting (Phase I)
  - 1.3.2** Preliminary/Evaluation Meeting (Phase I)
  - 1.3.3** Community meeting (Phase I)
  - 1.3.4** Parks and Recreation Commission Meeting (Phase I)
  - 1.3.5** City Council Meeting (Phase I)

- 1.4 Coordinate with CITY, design team members, consultants, utility companies, other government agencies, and other affected parties as required throughout the duration of the project as well as the Quality Assurance/Quality Control (QA/QC) activities for project deliverables.
- 1.5 Prepare, monitor, and update progress schedule in MS Project format beginning at the kickoff meeting and ending at contract award for the last submittal package. Schedule shall show significant milestones for the project. CONSULTANT shall notify CITY if there are delays or potential delays in any phase of the project. In such cases, CONSULTANT shall make up the schedule in subsequent phases of the project or provide information to CITY substantiating a request for time extension (which may not be approved). The schedule shall be maintained at all times and shall be updated each time progress and milestones are achieved and/or changed.
- 1.6 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY appraised on the PROJECT's progress and address any issues that may arise during the course of Services.
- 1.7 Provide monthly progress reports.
- 1.8 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the final submittal documents.
- 1.9 Provide Review/Plan Check Log (Response Matrix) summarizing comments received from various City Departments/Divisions and agencies. Response Matrix shall include, but not be limited to, commenting department/division or agency, comments, response to comments, action items, and person responsible for follow up. Consultant shall be responsible for resolving comments from each commenter and shall identify to City any comments that cannot be resolved to have final discussion and resolution. Submit Response Matrix in electronic format with each route of plan check submittal.
- 1.10 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task. Time spent for QA-QC reviews for specific

deliverables shall be budgeted and billed under each respective task requiring QA-QC review and not as Project Management.

- 1.11 Invoicing and Contract Administration:** CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed. Additionally, addressing administrative issues regarding the professional Services agreement, such as preparing additional Services requests or budget modifications, shall also be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

Deliverables:

1. Progress schedules in MS Project format (submitted electronically as an 11" x 17" pdf file and in native MS Project format).
2. QA Program guidelines and QC reports for each Task (in pdf file).
3. Meeting agendas, preparation materials, and meeting minutes for each project meeting (in pdf file).
4. Monthly progress reports and invoices (in pdf file).

**Phase I**

**Task 1.0: Preliminary Engineering/Evaluation**

- 1.1 Attend Project Kick-Off Meeting.
- 1.2 Visit Project's site to inspect site conditions, existing equipment, and facilities to determine the existing conditions and propose recommendations to City for the improvements. Contact all regulatory agencies that will affect the proposed works to determine applicable codes and ordinances.
- 1.3 Perform necessary evaluations of the site, equipment, facilities, and ADA pathway to identify opportunities and constraints and review Facility Condition Assessment completed by the City in 2017. Prepare an evaluation report for the site noting condition of existing facilities, infrastructures, code issues, and regulatory issues. Provide upgrade or replacement recommendations according to the evaluation and report review.
- 1.4 Provide draft community and stakeholder engagement strategies.
- 1.5 Meet with City staff to obtain additional information and input as needed. Provide all necessary design services, including but not limited to landscape, civil, structural, electrical, and mechanical design according to the evaluation and recommendations, and the following design criteria:
  - 1.5.1 2019 California Building Codes.
  - 1.5.2 2019 California Fire Codes.

- 1.5.3 2019 National Fire Protection Association (NFPA): 2019 NFPA 72.
  - 1.5.4 Playcore grant requirements.
  - 1.5.5 Remote alarm/communication for HVAC system.
  - 1.5.6 WIFI and electronic access for building.
  - 1.5.7 Parks and Recreations Design Standards.
  - 1.5.8 Comply with age-friendly, inclusionary design standards, and values.
  - 1.5.9 Sustainability and green infrastructure guidelines in National Recreation and Park Association (NRPA).
  - 1.5.10 Fall protection system for roof-top equipment (if needed).
  - 1.5.11 Playground safety, hazard identification, equipment specifications, surfacing/space requirements guidelines in NRPA's Certified Playground Safety Inspector (CPSI) program. Consultant shall have CPSI as part of its team.
- 1.6 Perform geotechnical investigation and provide report.
  - 1.7 Work with City staff and community to develop park master and playground schematic plan(s).
  - 1.8 Perform needed topographic survey for existing site, plans layout, and final approved improvements (from the evaluation/recommendation) for use as base layout for the Project's master and playground schematic plans.
  - 1.9 Provide project estimate that includes an itemized list of bid items. The project estimate shall be accurate and prepared based upon current construction pricing and escalated to mid construction. CONSULTANT shall review recent bids, and contact vendors, suppliers, and contractors as necessary to develop an accurate cost estimate. The CONSULTANT shall provide the assumptions and supporting documents used to prepare the estimate. The project estimate shall consider the following factors:
    - 1. Recent similar Projects bided in the Bay Area, especially in the South Bay.
    - 2. Current economic trend.
    - 3. When the Project will be bided.
    - 4. When construction will occur.
    - 5. The risks that contractors need to consider for the Project.
  - 1.10 Develop project schedule. Schedule shall include all needed times to complete all tasks, including City's review times, permitting process, and construction period.
  - 1.11 Meet with City staff to review City comments on park master and schematic design, and gain concurrence as to how the documents will be revised as appropriate to incorporate City comments.
  - 1.12 Plan, coordinate, schedule, attend meetings, and produce meeting minutes with action items for all meetings with the City as deemed necessary to efficiently complete this phase of the design in a timely manner.

Task 1 Deliverables – Electronic and hard copy format:

1. Evaluation report (draft and final) – One (1) PDF of draft and final report and one (1) Microsoft Word file of final report.
2. Soil report – One (1) PDF
3. Draft park master & schematic plans: One (1) PDF and one (1) AutoCAD file.
4. Consultant's CPSI signs off on schematic design for playground with emphasis on all elements of play and related requirements for the playground.
5. Project schedule – One (1) PDF and one (1) Microsoft Project file.
6. Budget estimate – One (1) PDF and one (1) Microsoft Excel file.
7. Miscellaneous project information (as requested).
8. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

**Task 2.0: Community Outreach**

Consultant shall work closely with City staff to develop meeting strategy and format to engage the community.

- 2.1 Develop presentation materials, exhibits, design alternatives, and questionnaires for public workshops/meetings.
- 2.2 Plan, coordinate, schedule, attend workshops/meetings, and produce meeting minutes. Plan for three (3) workshops/meetings.
- 2.3 Based on community's input, refine, and develop final park master plan and playground schematic plan.
- 2.4 Produce meeting minutes with action items.

Task 2 Deliverables – Electronic and hard copy format:

1. Exhibits, alternative, & questionnaires – PDFs and hard copies as needed.
2. Final master & schematic plans: One (1) PDF and one (1) AutoCAD file
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file.

**Task 3.0: PRC & CC Meetings**

Consultant shall assist City staff to present the Project to Parks & Recreation Commission and City Council.

- 3.1 Prepare PowerPoint presentation using City template, including plans and alternatives, for Parks & Recreation Commission meetings. Plan for two (2) PRC meetings.
- 3.2 Prepare PowerPoint presentation, including plans and alternatives, for City Council Meetings. Plan for two (2) meetings.

3.3 Produce meeting minutes with action items, if applicable.

3.4 Provide CEQA determination and assist in filing paperwork.

Task 3 Deliverables – Electronic and hard copy format:

1. Presentation materials, exhibits, & alternative – PDFs and MS PowerPoint file.
2. Revised final master & schematic plans: One (1) PDF and one (1) AutoCAD file.
3. Miscellaneous Project information (as requested).
4. Meeting minutes – one (1) PDF and one (1) Microsoft Word file

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT B  
SCHEDULE OF FEES**

**I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, shall not exceed \$80,710. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$12,107. In no event shall the amount billed to City by Consultant for Services under this Agreement exceed \$92,817, subject to budget appropriations.

Consultant shall 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. Billing shall be proportionate to the Services performed for each task completed. The invoice shall describe the Task completed, and percentage completed by Task, and total during the invoice period. The invoice shall also show the total to be paid for the invoice period. City will pay Consultant within thirty (30) days of City's receipt of an approved invoice.

**II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to Services rendered and on a Time-and-Material not-to-exceed basis.

The Consultant fee allocated to each Task, as shown below, shall be the Consultant's full compensation for all the Consultant Services required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. The total amount of all the Tasks is a not-to-exceed amount.

The amount for each Task and the total amount of all the Tasks are as listed below:

<u>Description of work and task</u>	<u>Cost for Basic Services</u>
Task No. 1 – Preliminary Engineering and Evaluation	\$59,725
Task No. 2 – Community Outreach	\$13,865
Task No. 3 – Parks and Recreation Commission and City Council's Approval	\$7,120
TOTAL COST	\$80,710

In no event shall the amount billed to City by Consultant for BASIC SERVICES under this Agreement exceed eighty thousand seven hundred ten dollars (\$80,710).

**III. REIMBURSABLE EXPENSES**

There are no reimbursable expenses.

**IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated lump sum price. Monthly billing for Additional Services shall be consistent with the term set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$12,107.

**V. RATE SCHEDULE**

**Personnel Charges**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

The pay rates for the project by classification are listed below:

**Primary Consultant – GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.:**

**RATE SCHEDULE**

GATES + ASSOCIATES

**I. HOURLY FEES**

<b>HOURLY FEES FOR SERVICES OF:</b>	<b>RATE PER HOUR:</b>
Partner	\$190.00 - \$225.00
Principal	\$160.00 - \$195.00
Associate Principal	\$140.00 - \$165.00
Senior Associate	\$130.00 - \$145.00
Job Captain	\$120.00 - \$135.00
Sr. Irrigation Designer	\$145.00 - \$170.00
Irrigation Design Technician	\$95.00 - \$115.00
Sr. Visual Communications Designer	\$130.00 - \$155.00
Community Outreach Facilitator	\$145.00 - \$175.00
Marketing Coordinator	\$95.00 - \$145.00
Administrative/Drafter	\$90.00 - \$125.00

**II. EXPENSES (REIMBURSABLES)**

- A. Consultants at approximately the same rates indicated above or on consultant fee schedules.
- B. Other direct expenses at cost which may include:
  - 1. Printing and reproduction costs.
  - 2. Mileage and travel costs.
  - 3. Miscellaneous

Hourly rates may be adjusted on January 1 of each year and shall apply for any services rendered after that date.

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## Subconsultant Billing Rates:

### SANDIS STANDARD HOURLY CHARGE RATES



Enforced January 1, 2021 Through December 31, 2021

<b>ENGINEERING AND QSD/P SERVICES</b>		<b>HOURLY RATE</b>
Project Control Specialist/ Clerical		\$90.00
Computer/ Field/ Engineer Technician	Level I	\$105.00
	Level II	\$115.00
	Level III	\$125.00
Sr. Engineer Technician		\$130.00
Field Technician	Level I	\$105.00
	Level II	\$125.00
	Level III	\$135.00
Design Engineer	Level I	\$120.00
	Level II	\$125.00
	Level III	\$130.00
Project Engineer/ Traffic Engineer	Level I	\$140.00
	Level II	\$155.00
	Level III	\$175.00
Senior Engineer		\$190.00
Engineering Project Manager	Level I	\$185.00
	Level II	\$215.00
Associate Project Manager/ Senior Project Manager/ Senior Traffic Engineer		\$235.00
Principal		\$350.00
Forensic Review/ Analysis/ Claim Support		\$250.00
<b>SURVEYING SERVICES / HIGH DEFINITION SCANNING / 3-D MODELING SERVICES</b>		
CAD/ Surveying/ Scanning Technician	Level I	\$105.00
	Level II	\$110.00
	Level III	\$125.00
Project Surveyor/ Scanning Specialist	Level I	\$135.00
	Level II	\$145.00
	Level III	\$175.00
Survey Project Manager	Level I	\$185.00
	Level II	\$215.00
Senior Field Survey Supervisor (PLS)		\$235.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Manager		\$150.00
Traffic Safety Flagger		\$115.00
1-Person Survey Crew		\$195.00
2-Person Crew		\$305.00
2-Person Survey Crew w/ Apprentice		\$385.00
<b>Reimbursable Costs</b> Printing, monuments, materials, outside services and consultants, courier/delivery services, express/ overnight mail, travel/per diem, agency fees advances, etc., at cost plus 10%.		
<b>Overtime</b> All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times the above rates.		
<b>Escalation</b> Escalation for future years shall be at a minimum of 3.5% increase per year. Sandis at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.		

## FEE SCHEDULE



### Hourly Rates

Principal	\$235/hr.
Associate	\$190/hr.
Architect 3	\$180/hr.
Architect 2	\$160/hr.
Architect 1	\$150/hr.
Job Captain	\$130/hr.
Senior Draftsperson	\$120/hr.
Draftsperson	\$115/hr.
Jr. Draftsperson	\$105/hr.
Int. Project Designer	\$130/hr.
Int. Staff Designer	\$110/hr.
Administrative Staff	\$ 85/hr.

## BSK Associates - January 1, 2021 to June 30, 2021 Prevailing Wage Schedule of Fees

PERSONNEL RATES	
<b>PROFESSIONAL STAFF</b>	
Principal	\$ 248.00
Senior Professional	\$ 221.00
Project Professional II	\$ 204.00
Project Professional I	\$ 171.00
Staff Professional II	\$ 154.00
Staff Professional I	\$ 138.00
Seismic GIS	\$ 193.00
GIS Specialist	\$ 138.00
Information Specialist II	\$ 154.00
Information Specialist I	\$ 138.00
CAD	\$ 100.00
Project Administrator	\$ 95.00
<b>EQUIPMENT</b>	
Nuclear Gauge (Day)	\$ 61.00
Ultrasonic Weld Equipment (Day)	\$ 61.00
Torque Wrench (Day)	\$ 61.00
Proof Load Equipment (Day)	\$ 61.00
Rebar Locator / Pachometer	\$ 110.00
Hand Auger (Day)	\$ 221.00
Water Meter (Day)	\$ 56.00
Drilling Kit - Paint, stakes and lath - (Project)	\$ 29.00
Drilling Supplies - Reuse of tubes/caps (Project)	\$ 276.00
Manometer (Day)	\$ 221.00
Double Ring Infiltrometer (Day)	\$ 551.00
<b>ANALYSIS SOFTWARE USAGE FEES</b>	
gINT (Project)	\$ 56.00
LPiIa (Project)	\$ 56.00
APIIa (Project)	\$ 56.00
SHAFT (Project)	\$ 56.00
GROUP (Project)	\$ 110.00
ClIq (Project)	\$ 56.00
LiquefyPro (Project)	\$ 56.00
LIqIT (Project)	\$ 56.00
NovoLIQ (Project)	\$ 56.00
Slide (Project)	\$ 110.00
Settle3D (Project)	\$ 110.00
ArcGIS (Project)	\$ 56.00
EZ-FRISK (Per Project Site / Site Class)	\$ 525.00
<b>TECHNICAL STAFF (PREVAILING WAGE)</b>	
Field Supervisor	\$ 171.00
Group 1 - Special Inspector	\$ 149.00
Group 2 - Special Inspector	\$ 142.00
Group 3 - Engineering Technician	\$ 129.00
Group 4 - Technician	\$ 112.00
Ground Penetrating Radar Scanning Technician	\$ 289.00
Core Drilling Technician	\$ 210.00
Floor Flatness Testing Technician	\$ 189.00
Sample Pickup / Transportation / Delivery	\$ 108.00
Laboratory Technician	\$ 108.00
Administrative Assistant / Clerical	\$ 86.00
Litigation support	1.5x standard rate
<b>BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES</b>	
Field Work from 0 to 4 hours	Bill 4 hours
Field Work from 4 to 8 hours	Bill 8 hours
Field Work over 8 hours / Saturdays	Bill time and a half
Sundays, holidays and over 12 hours	Bill double time
Swing shift (4:00pm to Midnight)	Add \$20.00 per hour
Graveyard Shift	Add \$30.00 per hour
Show-up time (no work performed)	Bill 2 hours
Sampling or cylinder pickup, minimum charge	Bill 2 hours
<b>DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)</b>	
Certified Payroll / DIR Upload	\$ 300.00
Non-Performance Certified Payroll / DIR Upload	\$ 100.00
Subcontractor Management / Compliance Forms	\$ 100.00
Additional LCP Tracker or Other Compliance Software	\$ 200.00
Additional Special Forms, as required	\$ 150.00
<b>REIMBURSABLES</b>	
Mileage (Portal to Portal)	\$ 0.88
Per Diem (as required)	\$ 150.00
Bridge Toll	Cost + 15%
Parking Fees	Cost + 15%
Subconsultant/Subcontractor Services, Vendors, and Expenses	Cost + 15%
Project Administration Fees	7% of Invoice
DIR Administration Fees	3% of Invoice
Project Setup (Project)	\$500.00
<b>MATERIALS LABORATORY TESTS</b>	
<b>SOILS</b>	
<b>Moisture Density Curves</b>	
Standard Proctor, 4" (ASTM/AASHTO)	\$ 256.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 256.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 272.00
Caltrans Maximum Wet Density (CT 2.16)	\$ 233.00
Check Point	\$ 148.00
<b>Particle Size Analysis</b>	
Sieve Analysis w/ Wash (ASTM D422)	\$ 185.00
Minus #200 Wash, Soil (ASTM D1140)	\$ 90.00
Hydrometer Analysis (ASTM D422)	\$ 244.00
Double Hydrometer (ASTM D4221)	\$ 340.00
Specific Gravity of Soil (ASTM D854)	\$ 174.00
Visual Classification (ASTM D2488)	\$ 47.00
Sand Equivalent (ASTM D2419)	\$ 137.00
% Organics in Soil (ASTM D2974)	\$ 149.00
<b>Atterberg Limits / Swell Tests</b>	
Plasticity Index (ASTM D4318)	\$ 238.00
Shrinkage Limits of Soils (ASTM D427)	\$ 222.00
Expansion Index of Soils (UBC No. 29)	\$ 256.00
<b>Moisture Density Test</b>	
Tube Density	\$ 54.00
Moisture Content of Soils (ASTM D2216)	\$ 47.00
<b>"R" Value Determination</b>	
R-Value of Soils (CT 301)	\$ 432.00
R-Value of Treated Materials (CT 301))	\$ 478.00
<b>Consolidation Tests</b>	
Consolidation (ASTM D2435)	\$ 455.00
Consolidation, Extra Points (ASTM D2435)	\$ 61.00
Collapse Potential of Soils (ASTM D2435)	\$ 222.00
Remolded Consolidation (ASTM D2435)	\$ 386.00
One-Dimen Swell of Soil (ASTM D4546)	\$ 142.00
<b>California Bearing Ratio (CBR)</b>	
CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 557.00
CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 1,079.00
<b>Permeability Tests</b>	
Rigid Wall Permeability (ASTM D2434)	\$ 307.00
Flexible Wall Permeability (ASTM D5084)	\$ 478.00
Remolded Flexwall Perm (ASTM D5084)	\$ 608.00
<b>Soil Corrosivity Tests</b>	
Minimum Resistivity of Soils (CT 643)	\$ 153.00
pH	\$ 71.00
Soluble Sulfate, Chloride and Sulfide	\$ 142.00
Oxidation Reduction of Soil	\$ 61.00
<b>Soil Cement Tests</b>	
Freeze Thaw Abrasion (ASTM D560)	\$ 681.00
Wetting-Drying Abrasion (ASTM D559)	\$ 647.00
Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 818.00
Soil Cement Compression (ASTM D1633)	\$ 261.00
Cement Content Soil Cement (ASTM C1084)	\$ 261.00
<b>Other</b>	
Sample Preparation	\$ 71.00
Crumb Test Dispersion (ASTM D6572)	\$ 85.00
Pinhole Dispersion Test (ASTM)	\$ 272.00
Sand Density Calibration (ASTM D1566)	\$ 102.00
<b>Unconfined Compression</b>	
Unconfined Compression (ASTM D2166)	\$ 137.00
<b>Shear Tests</b>	
Direct Shear, Undisturbed (ASTM D3080)	\$ 238.00
Direct Shear, Remolded (ASTM D3080)	\$ 285.00
Triaxial Compression Testing	QUOTE



**Fees for Services**

HortScience | Bartlett Consulting

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**Hourly Rates**

Principals	\$220.00/hour
Consulting Arborist	\$180.00/hour
Expert Witness	\$300.00/hour
Arborist	\$150.00/hour
GIS/CAD Specialist	\$150.00/hour
Clerk	\$70.00/hour

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Hourly fees are portal-to-portal. Direct expenses such as reproduction and shipping shall be reimbursed at cost plus 15%. Mileage shall be reimbursed at the latest published IRS rate, currently \$0.56 per mile (from Pleasanton).

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March 2021



**CHARGE RATE SCHEDULE<sup>1</sup>**

<u>Title</u>	<u>Hourly Rate</u>
Senior Principal	\$ 300.00
Principal Project Manager	\$ 275.00
Senior Environmental Specialist	\$ 240.00
Senior Project Manager	\$ 215.00
Environmental Specialist	\$ 200.00
Biologist	\$ 190.00
Project Manager	\$ 190.00
Associate Project Manager	\$ 160.00
Assistant Project Manager	\$ 130.00
Researcher	\$ 115.00
Draftsperson/Graphic Artist	\$ 120.00
Document Processor/Quality Control	\$ 110.00
Administrative Manager	\$ 110.00
Office Support	\$ 95.00

Materials, outside services and subconsultants include a 15% administration fee.  
Mileage will be charged per the current IRS standard mileage rate at the time costs occur.  
Subject to revision June 1, 2021.

<sup>1</sup> David J. Powers & Associates, Inc. (DJP&A) provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or

**RATE SCHEDULE**

ATIUM ENGINEERING

**HOURLY FEES**

**HOURLY FEES FOR SERVICES OF:**

Engineering  
Drafting  
Administrative

**RATE PER HOUR:**

\$180  
\$125  
\$90

**RATE SCHEDULE**

PROACTIVE RISK SOLUTIONS

**HOURLY FEES**

**HOURLY FEES FOR SERVICES OF:**

Doug Evers

**RATE PER HOUR:**

\$95 - \$125



**Capital Engineering Consultants, Inc.  
2021 Billing Rates**

Sr. Principal	\$230.00 / hour
Principal	\$210.00 / hour
Director	\$200.00 / hour
Sr. Project Manager	\$190.00 / hour
Project Manager	\$182.00 / hour
Field Services	\$180.00 / hour
Senior Engineer	\$164.00 / hour
Engineer	\$149.00 / hour
Senior Designer	\$139.00 / hour
Designer	\$128.00 / hour
Technician / CADD	\$118.00 / hour
Intern	\$113.00 / hour
Project Administrator	\$98.00 / hour
Sr. Admin.	\$67.00 / hour
Clerical / Admin.	\$54.00 / hour



**KAM YAN & ASSOCIATES**

Structural Engineers

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BILLING RATE SCHEDULE

*January, 2021*

<b>STAFF</b>	<b>HOURLY RATE</b>
Principal Engineer	\$225 per hour
Project Manager	\$190 per hour
Senior Structural Engineer	\$175 per hour
Staff Engineer	\$150 per hour
CAD Drafters	\$110 per hour

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office (ISO) form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

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

#### B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or ISO endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or

two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using ISO Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

## F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

## G. EVIDENCE OF COVERAGE

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

## H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of 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 – Public Works Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

#### I. QUALIFYING INSURERS

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

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT D  
LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements. If applicable to the Services, Consultant or its subconsultant(s), as applicable, shall comply with the following requirements.

A. Prevailing Wage Requirements

1. Consultant shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Consultant is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, consultants 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. Consultants and subconsultants 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](http://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, Consultant agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subconsultants) 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, Consultant and all subconsultants 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 consultant or subconsultant 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 consultant or subconsultant 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. Consultants MUST be a registered "public works consultant" 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 consultants/subconsultants 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 consultant". Those you fail to register and maintain their status as a public works consultant shall not be permitted to perform work on the project.
10. Should any consultant or subconsultants not be a registered public works consultant and perform work on the project, Consultant 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 Consultant'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 Consultant until Consultant has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Consultant until all required documentation is submitted. Any payment by the City despite Consultant's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon consultants and subconsultants 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.

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GATES AND ASSOCIATES LANDSCAPE ARCHITECTURE, INC.  
FOR  
WESTWOOD OAKS PLAYGROUND REHABILITATION PROJECT**

**EXHIBIT E  
MILESTONE SCHEDULE**

<b><u>Phase I</u></b>	<b><u>Duration</u></b>
Preliminary Engineering/Evaluation	7 weeks
Community Outreach	7 weeks
Parks and Recreation Commission & City Council Meeting	8 weeks

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
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**EXHIBIT F  
PROJECT MANAGEMENT DOCUMENTATION SOFTWARE**

**1.0 GENERAL**

This section is intended to describe the use of e-Builder Enterprise™ (e-Builder) a web-base project management software, as the median for project documentation and reporting. All costs associated with the use of the software is inclusive of the Project Exhibit B – Schedule of Fees.

**2.0 e-BUILDER PROJECT MANAGEMENT SOFTWARE PROGRAM**

The City of Santa Clara is currently using e-Builder Project Management for all related project management tasks. Consultant is required to comply with all requirements specified in this Exhibit F – PROJECT MANAGEMENT DOCUMENTATON SOFTWARE.

**3.0 REQUIREMENTS**

**A. General Requirements:**

1. Consultant and Subconsultants shall provide at a minimum, the following to its staff:
  - a) Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher;
  - b) Computer Operation System: Windows XP or later and OS X v10.8 or later;
  - c) Web Browser: Microsoft Internet Explorer 11.0 or later, Google Chrome v29.0.1 or later, Mozilla Firefox v35.0.1 or later, Safari v6.0.4 or later, Safari for iOS mobile v6.1 or later. Other browsers such as Microsoft Edge, Google Chrome for iOS, and Google Chrome for Android are available on e-Builder; however, but some features might not work as expected;
  - d) Work and Spreadsheet Processors: Microsoft Office Word, Excel

- and Outlook;
  - e) Scheduling Software: Microsoft Project or Primavera;
  - f) Internet Service Provider: A reliable ISP in the area of the Project;
  - g) Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream.
2. Consultant and Subconsultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis

**B. Project Web Requirements:**

1. This project utilizes a web-based project management tool, e-Builder. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.
2. Consultant and Subconsultants shall conduct Project controls, outlined by the City, utilizing e-Builder. This designated web-based application will be provided by the City at no costs to the Consultant and the Subconsultants. No additional software will be required. Furthermore, the City Project Manager will assist Consultant in providing training of Subconsultant's personnel.
3. Consultant and Subconsultants shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include, but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Change Directives, Potential Change Orders, Change Order Requests, Change Orders, etc. All supporting data including, but not limited to, shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests, Submittals, etc. and the like will be submitted in digital format via e-Builder.

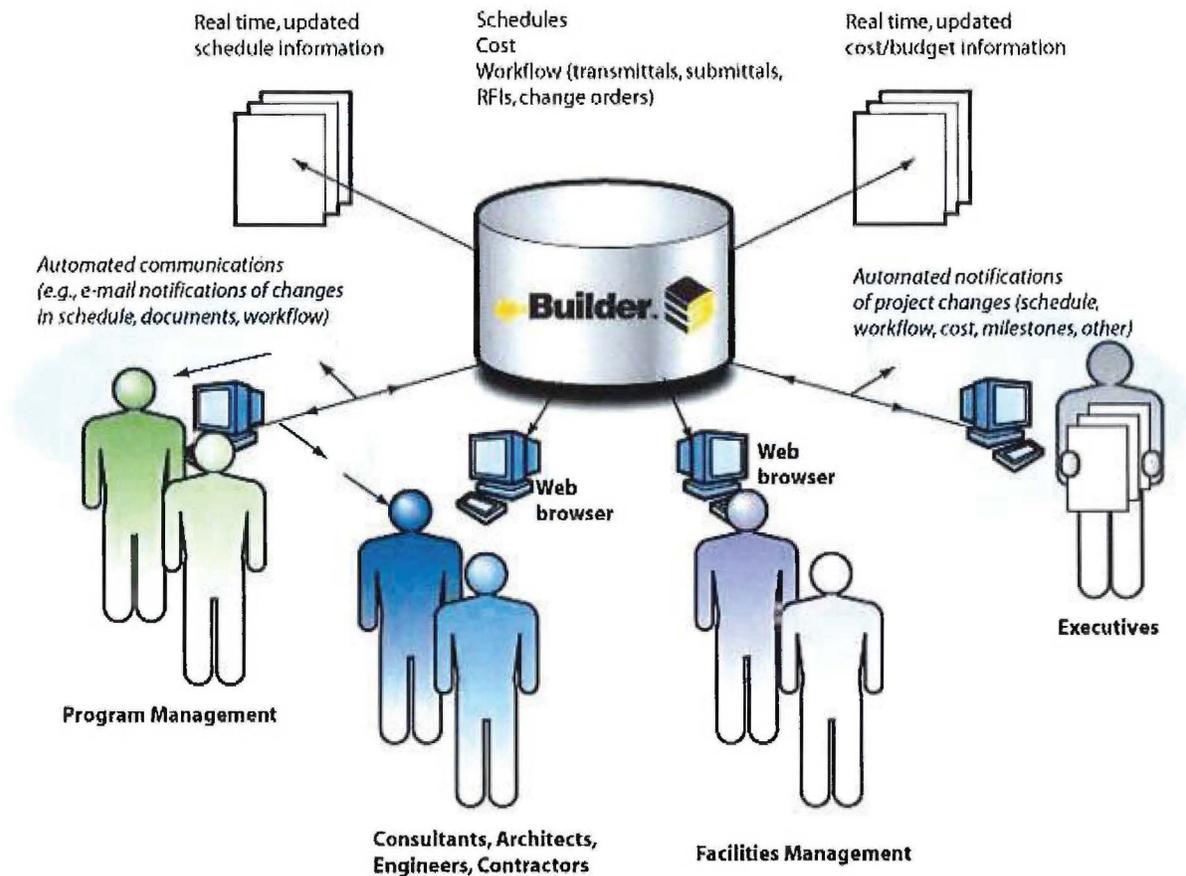
**C. Electronic File Requirements:**

1. In addition to the standard closeout submittal requirements detailed

elsewhere in the Contract Documents, the Consultant and Subconsultants shall also submit all closeout documents including all "As-Built Drawings", catalog cuts, and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Portable Document Format (PDF) file and uploaded to e-Builder.

#### 4.0 IMPLEMENTATION REQUIREMENTS

- A. e-Builder is a comprehensive Project and Program Management system that will be implemented for managing documents, communications, and costs between the Contractor, Sub-contractors, Consultant, Sub-consultants, and Owner. e-Builder includes extensive reporting capabilities to facilitate detailed.
- B. Project reporting in a web-based environment that is accessible to all parties and easy to use.
- C. Central Document Vault: e-Builder system includes a central database that maintains all project information and manages project communications amongst team members.
- D. Communication/Correspondence: e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.
- E. Project Calendars: Meetings will be scheduled and maintained centrally on e-Builder by the City.
- F. Reporting: All of the project and program data including documents, communications, and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



## 5.0 LICENSING REQUIREMENT

- A. User Licenses: Each user license is for access to the site consisting of unlimited data storage. Users can be direct employees of the Consultant as well as its Subconsultants and/or Suppliers.
- B. Each user license includes full access to e-Builder, including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:
  1. All hosting, operation, maintenance, and data backup of the e-Builder software and documents which are maintained in state-of-the-art data centers located throughout the United States.
  2. Quarterly e-Builder software enhancements.
  3. Unlimited phone, email, and web-based support 24-hours.

- C. e-Builder user licenses shall be obtained by the City, Owner Manager, and QA/QC Agencies for which the Design Consultant is not responsible.



## Agenda Report

22-226

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

In April 1980, the City Council adopted an ordinance providing an alternative method for annually fixing and levying a special benefit assessment for the maintenance districts in the City of Santa Clara. That ordinance (SCCC Section 16.10.490) was required because Proposition 13 prohibited the City from continuing its prior practice of assessing maintenance costs based upon assessed value. The ordinance requires that an annual report is prepared for each maintenance district, which would set the budget for the ensuing year and the formula for the annual assessment levy, and provide a description of each property, including the amount of assessment to be levied against each lot.

The original lease agreements between the Redevelopment Agency of the City of Santa Clara, Santa Clara Convention Hotel Limited Partnership (Hotel), and SCCC Associates II (Techmart) provided for the formation of the District. These agreements also served to apportion the funds necessary to maintain and operate the common improvements serving the Convention Center, Hotel, and Techmart. Hudson Techmart Commerce Center L.L.C. currently owns Techmart, Hyatt Regency Santa Clara is the current Hotel owner, and the Convention Center building is owned by the City of Santa Clara. Each of these three parties are responsible for a share of the FY 2022/23 maintenance assessment, which is set by the annual budget.

In June 1986, Council Adopted Resolution 5081 that formed the Santa Clara Convention Center Complex - Maintenance District 183 (MD 183) and established the mechanism for funding maintenance and operations on an annual basis. There are two components of this annual funding. The first component is the overall cost of maintaining and operating the general infrastructure consisting of things such as pavement, sidewalk, walkways, covered walkways, signs, landscaping etc. The cost for maintaining these items is split by 39.64 percent to the City of Santa Clara (City), 22.94 percent to the Hyatt Regency Hotel (Hyatt) and 37.42 percent to Hudson Techmart Commerce Center LLC (Techmart). The second component includes the cost of maintaining and operating permanent parking controls such as fixed signage, electronic signage and other parking related equipment. The costs for these items are allocated 30.04 percent to the City, 22.12 percent to the Hyatt, and 47.84 percent to Techmart.

The third and final component includes the overall costs for maintaining and operating temporary parking controls such as movable barriers, temporary parking attendants and guards, adjustable

gates, and signage. The costs for these items are allocated 78.72 percent to the City, 10.64 percent to the Hyatt, and 10.64 percent to Techmart.

### **DISCUSSION**

The annual assessment for MD 183 maintains common improvements including, but not limited to, surface and structural parking areas (parking garage), landscaping, roadway, pedestrian bridges, space frames, fountains, and exterior lighting. In addition to the costs of maintaining and operating the common improvements, the proposed total cost includes expenses related to the City's cost to administer the District, insurance, and utilities.

City staff prepared a draft Director's Report for FY 2022/23 (Attachment 1), which shows the formula for the annual assessment levy, parcel descriptions, and amount of assessment to be levied against each parcel. Based on that report, the total Fiscal year 2022/23 annual cost for MD 183 is \$1,878,119 and will be funded through the City (\$842,700), Hyatt (\$399,353), and Techmart (\$636,066). The report has been delivered to each property owner in the District, and a copy has been filed with the City Clerk's Office. Discussions between staff, property owners and all interested tenants were conducted via email correspondence and at a meeting held on April 6, 2022. A second meeting will be held to continue discussions about the Director's Report on May 4, 2022.

In conjunction with preparing the report, the Council is required to hold a public hearing, prior to which a Notice of Public Hearing (Attachment 2) will be posted and published in the Santa Clara Weekly. As recommended in this report, a Resolution of Intention for Maintenance District No. 183 FY 2022/23 (Attachment 3) has been prepared and sets June 7, 2022 as the public hearing date. If the Council approves the budget on June 7, the confirmed assessments will be sent out by the City for collection.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The total maintenance cost for Maintenance District No. 183 is estimated at \$1,878,119. Approval of the assessment would result in the City collecting \$1,035,419 in revenue from the Hotel and Techmart to fund the maintenance of common improvements at the Convention Center Complex. The balance of the cost, \$842,700, would be funded by the City's General Fund as the owner of the Convention Center building. The funding is included in the FY 2022/23 Adopted Operating Budget.

### **COORDINATION**

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

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

On April 20, 2022, the Notice of Public Hearing for the June 7, 2022 Council meeting will be published in the Santa Clara Weekly. In addition, the notice will be posted at the City Clerk's Office and mailed to all property owners within the District.

### **RECOMMENDATION**

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

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager

### **ATTACHMENTS**

1. Director's Report
2. Notice of Public Hearing
3. Resolution of Intention
4. Proposed Assessment

**DIRECTOR'S REPORT**  
**CITY OF SANTA CLARA**  
**SANTA CLARA CONVENTION CENTER COMPLEX**  
**MAINTENANCE DISTRICT NO. 183**  
**FISCAL YEAR 2022-2023**

**4/19/2022**

COUNCIL APPROVED: (proposed June 7, 2022)

Director of Public Works/City Engineer

**SANTA CLARA CONVENTION CENTER COMPLEX  
MAINTENANCE DISTRICT NO. 183  
City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2022-2023**

**DIRECTOR'S REPORT**

The Director of Public Works/City Engineer of the City of Santa Clara, California, pursuant to the provisions of Section 16.10.490 of the Code of the City of Santa Clara, hereby makes this report and the following special benefit assessment to cover the costs and expenses of maintaining and operating the improvements within Santa Clara Convention Center Complex Maintenance District No. 183 of said City, including the costs and expenses incidental thereto, to be paid by said Maintenance District.

The amount to be paid therefore by said Maintenance District for the Fiscal Year 2022-23 is as follows:

	<u>As Finally Confirmed</u>
Maintenance and Operations	<b>\$1,608,119</b>
Permanent Parking Controls	\$15,000
Reserve for Dynamic Parking Controls	\$255,000
Exceptional Improvements	\$0
Funds Advanced by and to be Repaid to City	\$0
<b>TOTAL COST</b>	<b>\$1,878,119</b>
Less Amount of Surplus From Prior Years:	
Convention Center	\$0
Hyatt Corporation - A Delaware Limited Liability Corporation	\$0
Hudson Techmart Commerce Center L.L.C	\$0
Amount of Reserves:	\$0
Amount of Contribution:	\$0
 <b>BALANCE OF ASSESSMENT</b>	 <b>\$1,878,119</b>

And I do thereby assess and apportion the amount of said costs and expenses, including the costs and expenses incidental thereto, upon the several lots or parcels of property liable therefore and specially benefited thereby, in proportion to the benefits to be received by each lot or parcel of property, from the maintenance and operation thereof and more particularly set forth in the list hereto attached and by reference made a part hereof.

Each lot or parcel of land is described in the assessment list by reference to its parcel number as shown on the assessor's maps of the County of Santa Clara for Effective Roll Year 2022-2023 to the right of the parcel numbers and include all of such parcel.

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the District receives a special benefit over and above the benefits conferred to the public at large and that the amount of the assessment is proportional to the benefits specially received or enjoyed by each parcel or property within the District.

Date: \_\_\_\_\_  
Director of Public Works  
City of Santa Clara

**SANTA CLARA CONVENTION CENTER COMPLEX  
 MAINTENANCE DISTRICT NO. 183  
 City of Santa Clara, California  
 SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2022-2023**

**DIRECTOR'S REPORT**

**TABLE 1. BUDGET**

Category	Estimated Cost	Description of Category
Maintenance and Operation	\$1,608,119	Labor, materials, supplies and equipment to maintain and operate Maintenance District No. 183 including, but not limited to water, sewer, electrical and other utility costs, sweeping of parking lots, maintenance of pavement and sidewalks, pavement striping, signs, fountains, landscaping, storm drains, lighting, space frames, parking structure, bridges, other common improvements, City supervision and management of maintenance district, insurance, contingencies, and incidental expenses.
Permanent Parking Controls	\$15,000	Labor, materials, supplies and equipment to maintain and operate fixed directional signs, electronic signs, automatic vehicle counting devices, cashiering stations, ticket printer, dispensers, card readers, cashier booths, including regularly scheduled parking attendants and guards.
Dynamic Parking Controls	\$255,000	Labor, materials, supplies and equipment to maintain and operate movable barriers and barrier placement, special parking attendants and guards, implementation of adjustable gates, special directional signs, and implementation of electronic signs.
Exceptional Improvements	\$0	Special improvement project benefiting special parcel.
Funds Advanced by and to be Repaid to City	\$0	For deficits which occurred in prior years
<b>TOTAL COST</b>	<b>\$1,878,119</b>	

Less	Amount of Surplus from Prior Years:	
	City of Santa Clara	\$0
	Hyatt Regency Hotel Santa Clara	\$0
	Hudson Techmart Commerce Center L.L.C	\$0
	Amount of Reserves:	\$0
	Amount of Contribution:	\$0
	<b>BALANCE OF ASSESSMENT</b>	<b>\$1,878,119</b>

**SANTA CLARA CONVENTION CENTER COMPLEX  
 MAINTENANCE DISTRICT NO. 183  
 City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2022-2023**

**DIRECTOR'S REPORT**

**TABLE 2. PROPERTY OWNERS TO BE ASSESSED**

Name & Address of Owner	Assessor's Parcel Number	As Preliminarily Approved	As Finally Confirmed
City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 Santa Clara Convention Center (Convention Center)	104-55-017	\$842,700	\$842,700
Hyatt Corporation as agent of IA Lodging Santa Clara TRS, L.L.C dba Hyatt Regency Santa Clara Eron Hodges – General Manager 5101 Great America Parkway Santa Clara, CA 95054  (Hotel)	104-55-005 104-55-012	\$399,353	\$399,353
Hudson Techmart Commerce Center L.L.C Rebecca Agbuya, Portfolio Manager 2055 Gateway Place, Suite 200 San Jose, CA 95110  (Techmart)	104-55-013	\$636,066	\$636,066
<b>TOTAL</b>		<b>\$1,878,119</b>	<b>\$1,878,119</b>
<p>Also Send Copy of Director's Report To:</p> <p style="padding-left: 40px;">Hyatt Regency Santa Clara                      Eron Hodges – General Manager                      5101 Great America Parkway                      Santa Clara, CA 95054</p> <p style="padding-left: 40px;">Hudson Techmart Commerce Center L.L.C                      Rebecca Agbuya, Portfolio Manager                      2055 Gateway Place, Suite 200                      San Jose, CA 95110</p>			

**SANTA CLARA CONVENTION CENTER COMPLEX  
 MAINTENANCE DISTRICT NO. 183  
 City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2022-2023**

**DIRECTOR'S REPORT**

**TABLE 3. BUDGET/ASSESSMENT COMPARISON**

	Budget for Fiscal Year 2021-2022			Budget for Fiscal Year 2022-2023		
	Total Assessment	Reduced by Proportion from Prior Year's Surplus	Net Assessment	Total Assessment	Reduced by Proportion from Prior Year's Surplus	Net Assessment
City of Santa Clara (Convention Center)	\$771,349	\$0	\$771,349	\$842,700	\$0	\$842,700
Hyatt Regency Hotel Santa Clara	\$358,060	\$0	\$358,060	\$399,353	\$0	\$399,353
Hudson Techmart Commerce Center L.L.C	\$568,710	\$0	\$568,710	\$636,066	\$0	\$636,066
<b>TOTAL</b>	<b>\$1,698,119</b>	<b>\$0</b>	<b>\$1,698,119</b>	<b>\$1,878,119</b>	<b>\$0</b>	<b>\$1,878,119</b>

**SANTA CLARA CONVENTION CENTER COMPLEX  
MAINTENANCE DISTRICT NO. 183  
City of Santa Clara, California**

**SPECIAL BENEFIT ASSESSMENT for Fiscal Year 2022-2023  
DIRECTOR'S REPORT**

**TABLE 4. FORMULA FOR ASSESSMENT LEVY**

	<b>Category</b>	<b>Estimated Expenditure</b>	<b>City of Santa Clara (Conv. Center)</b>	<b>Hyatt Regency Hotel Santa Clara</b>	<b>Hudson Techmart Commerce Center</b>
			39.64%	22.94%	37.42%
I.	Maintenance and Operations	\$1,608,119	\$637,458	\$368,903	\$601,758
			30.04%	22.12%	47.84%
II.	Permanent Parking Controls	\$15,000	\$4,506	\$3,318	\$7,176
			78.72%	10.64%	10.64%
III.	Dynamic Parking Controls	\$255,000	\$200,736	\$27,132	\$27,132
IV.	Exceptional Improvements	\$0	\$0	\$0	\$0
V.	Funds Advanced by/to be Repaid to City	\$0	\$0	\$0	\$0
VI.	Surplus Funds from Prior Year	\$0	\$0	\$0	\$0
	<b>TOTAL ASSESSMENT</b>	<b>\$1,878,119</b>	<b>\$842,700</b>	<b>\$399,353</b>	<b>\$636,066</b>

## City of Santa Clara

### Notice of Public Hearing Regarding the Levy of Benefit Assessments Applicable to the Santa Clara Convention Center Maintenance District No. 183, and Approval of Distribution of Director's Report Fiscal Year 2022-23

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Clara has determined and fixed its regularly scheduled meeting of June 7, 2022 at 7:00 p.m., or as soon thereafter as the matter may be heard in chambers and virtually as the location, date and time to conduct a public hearing to consider the passage of a resolution as follows: "a Resolution of the City of Santa Clara, California of intention to order that the alternative method for the levy of benefit assessment be made applicable to City of Santa Clara Convention center complex maintenance district no. 183, providing for notice of hearing thereon, approving the distribution of the director's report and providing for notice of hearing on directors report for fiscal year 2022-2023."

The purpose of the public hearing is to provide City staff with an opportunity to present the City Council and the public with information concerning the proposed assessments (\$1,035,419 total) to the property operators, to pay towards maintenance repairs of the Santa Clara Convention Maintenance District #183 and the proposed determination of the City to pay all of the remaining costs (\$842,700) for routine maintenance and operation of the property and improvements of the Santa Clara Maintenance District No. 183. A total of 3 operators pay for the assessments. The public may submit written comments prior to, or make oral presentations, at the public meeting.

Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 22-9067 the City Council meeting will be held both in person in the Council Chambers at 1500 Warburton Avenue and by teleconference. We are providing alternatives to in person attendance for viewing and participating in the hearing. The methods for the public to participate remotely are listed below:

- Via Zoom: <https://santaclaraca.zoom.us/j/99706759306>
  - Meeting ID: 997-0675-9306 or
- Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

As always, the public may view the meetings on [SantaClaraCA.gov](http://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.

A copy of the above Resolution and Director's Report will be made available for public inspection in the City Clerk's Office, City Hall, 1500 Warburton Avenue, Santa Clara, California.

Americans with Disabilities Act (ADA): 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.

Please see the above-mentioned options citizens may participate in the upcoming hearing. Submit written and/or oral comments directly to the City Clerk, 1500 Warburton Avenue, Santa Clara, California, 95050; telephone 408-615-2220.

Nora Pimentel, Assistant City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA OF INTENTION TO ORDER THAT THE ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO CITY OF SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183, PROVIDING FOR NOTICE OF HEARING THEREON, APPROVING THE DISTRIBUTION OF THE DIRECTOR'S REPORT, AND PROVIDING FOR NOTICE OF HEARING ON DIRECTOR'S REPORT FOR FISCAL YEAR 2022-23**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, pursuant to Chapter 16.10 of "The Code of the City of Santa Clara, California" ("City Code"), the City Council of the City of Santa Clara, California ("Council") adopted Resolution No. 5081 on June 3, 1986, creating "City of Santa Clara Convention Center Complex Maintenance District No. 183" ("District") in the City of Santa Clara, California ("City"). Resolution No. 5081 also ordered that the costs and expenses of maintaining and operating the on-site public improvements ("Public Improvements") on the property within the District, including the cost of necessary repairs, replacements, fuel, power, electrical current, care, supervision and any and all other items necessary for the proper maintenance and operation of the Public Improvements be raised by the levy of an annual special benefit assessment apportioned according to special benefits conferred among the parcels of property within the District in accordance with a formula set forth in Resolution No. 5081, and in accordance with and pursuant to the provisions for the alternative method for the levy of benefit assessments in maintenance districts in the City as provided in the City Code;

**WHEREAS**, the Council adopted Ordinance No. 1401 on April 8, 1980, which provided for an alternative method for annually fixing and levying a special benefit assessment within maintenance districts located in the City for said purpose;

**WHEREAS**, in the opinion of this Council, the annual costs of maintenance and operation of the Public Improvements shall be appropriately financed pursuant to the provisions of Ordinance

No. 1401 and Resolution No. 5081 and related provisions of the City Code;

**WHEREAS**, pursuant to the provisions of Resolution No. 5081, the City's Director of Public Works has made and filed with the City Clerk a written report ("Director's Report") setting forth the budget, the formula for the annual assessment levy, a description of each lot or parcel of property to be assessed and the amount of the assessment to be levied against each lot or parcel of property in accordance with said formula for Fiscal Year 2022-23. The costs of operation, maintenance, and servicing of improvements to be funded by the District are apportioned to each parcel in proportion to the special benefit it receives;

**WHEREAS**, City Staff met with the affected property owners on April 6, 2022 to discuss the Director's Report;

**WHEREAS**, Articles XIIC and XIID of the California Constitution (Proposition 218) requires majority approval of the property owners within the District for any increase in the rate used to calculate the assessment or changes in the methodology by which the assessment is calculated, if that change increases the amount of the assessment imposed on any person or parcel;

**WHEREAS**, the Director's Report, Ballot, and public hearing notice are to be sent out at least 45 days in advance of the public hearing to all property owners, and any tenants within the District who are responsible for paying each assessment;

**WHEREAS**, in the event of an assessment that is greater than any previous assessment, a majority weighted vote of the Ballots (weighting determined by an amount of assessment paid), must be received in order to approve any proposed increase in assessment;

**WHEREAS**, for Fiscal Year 2022-23, the assessments are increasing and therefore, Proposition 218 requirements do apply; and

**WHEREAS**, the Council has duly considered the Director's Report and finds that it is sufficient and does not require modification.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the recitals set forth above are true and correct and by this reference, the Council makes them a part hereof.
2. That the public interest and convenience require and this Council hereby orders that the costs and expenses of acquiring, constructing, reconstructing, installing, extending, enlarging, repairing, improving, maintaining and operating the Public Improvements now existing or hereafter to be constructed in and for the District which benefit the District as a whole, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and of all additions, improvements and enlargements thereto which may hereafter be made, be raised by an annual special benefit assessment in accordance with and pursuant to the provisions for the alternative method for the levy of benefit assessments in maintenance districts in the City, as provided in Section 16.10.490 and Section 16.10.500 of the City Code, on all lots or parcels of property within the District.
3. That the costs and expenses of maintaining and operating the Public Improvements within the District shall annually be assessed, either partly or wholly, upon the benefited lots and parcels of property within the District by apportioning the costs and expenses according to benefits in proportion to the special benefits received by each lot or parcel of property within the District in accordance with the formula set forth in EXHIBIT "B" of Resolution No. 5081.
4. That the City Manager or designee caused a budget to be prepared for the costs of the expenses of maintaining and operating the Public Improvements during fiscal year 2022-23 and the Director of Public Works prepared and filed a Director's Report with the City Clerk which provides the basis for the levy of benefit assessments for the cost of maintenance and operation on all lots or parcels of property within the District.
5. NOTICE IS HEREBY GIVEN that on Tuesday, June 7, 2022, at 7:00 p.m., at its regular

meeting place in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California, the Council will hold a public hearing during which it will hear any and all evidence and protests relating to said alternative method for the levy of benefit assessments and said formula for the District, and if the assessment is greater than any previous assessment, certify any ballots received and determine any weighted vote necessary, examine said Director's Report and hear all persons interested therein. Any interested property owner, who objects to the alternative method for the levy of benefit assessments, the formula, or to the amount of the assessment on any lot or parcel of property owned by him/her, may file a signed written protest with the City Clerk before the commencement of the Council meeting during which the public hearing will be held, describing the lot or parcel of property owned by him/her so that it may be identified and stating the grounds of his/her protest. The property owner may appear at the hearing and be heard with regard to his/her protest.

6. The City Clerk is hereby authorized and directed to a) post a copy of notice of hearing on or near the Council Chamber door or any bulletin board in or adjacent to the City Hall and b) publish a copy of notice of hearing at least once in a newspaper of general circulation, pursuant to City Code Section 16.10.490(p).

7. The Director of Public Works is hereby authorized and directed to give notice of said hearing by mailing a copy of this Resolution of Intention and Director's Report, postage prepaid to record owners of any lot or parcel of property subject to a benefit assessment to pay said costs of maintenance and operation, as determined by the last assessment roll. This Resolution will be available for public inspection in the City Clerk's office; and said mailing shall be done at least forty-five (45) days, and posting and publication shall be completed not less than ten (10) days, prior to the date fixed (June 7, 2022) for the hearing.

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8. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A AND A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Director's Report



# City of Santa Clara

## Proposed FY 2022-23 Assessment

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RTC #22-226

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### REPORT TO COUNCIL

#### SUBJECT

Proposed Assessment for the Santa Clara Convention Center Complex, Maintenance District No.183

<u>Entity</u>	Proposed FY 2022-23 Assessment		
	Amount	Less Prior Years' Surplus	Total
City of Santa Clara (Convention Center):	\$842,700	(0)	\$842,700
Hyatt Regency Hotel Santa Clara:	\$399,353	(0)	\$399,353
Hudson Techmart Commerce Center LLC	\$636,066	(0)	\$363,066
<b>TOTAL</b>	<b>\$1,878,119</b>		<b>\$1,878,119</b>



## Agenda Report

22-223

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### SUBJECT

Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

Parking Maintenance District No. 122 (PMD 122) was formed in 1965 for the parking lots, arcades, fountains, sidewalks, landscaping, irrigation, lights, and utilities within Franklin Square, which is bounded by Benton Street, Homestead Road (formerly known as Liberty Street), Monroe Street, and Jackson Street. There have been several changes in how maintenance and operation costs have been collected over the years. In 2002, the City Council passed a motion at a public hearing in which the City assumed all future costs for operation and maintenance and in May 2003 adopted Resolution 7026. Under the collection method contained in Resolution 7026, the property owners contribute annually to pay for capital repairs of the parking lot and associated walkways. The fixed annual contribution from the property owners totals \$14,200, less the earned interest on the accumulating balance. The City, through the General Fund, is responsible for covering the costs for annual maintenance and operations of PMD 122 and that has continued to be the arrangement through the present day.

#### DISCUSSION

Adoption of the proposed resolution is the initial step necessary to set the annual budget for PMD 122. The approval process requires the preparation of a Director's Report (Attachment 1) explaining the preparation and basis of assessments; publication and posting of a Notice of Public Hearing (Attachment 2); and holding a public hearing on the annual assessments. Following approval of the subject Resolution of Intention (Attachment 3), each property owner will be sent a letter containing the proposed FY 2022/23 assessment and details on a June 7, 2022 public hearing to approve the assessments.

The proposed FY 2022/23 assessment to property owners totals \$12,262. Accrued interest earned in FY 2020/21 in the amount of \$1,938 will be used to reach the \$14,200 annual requirement. These funds are placed into an account that generates interest income and are used to pay for capital repair projects as needs arise. At the close of FY 2020/21, the interest-bearing account contained \$144,324.

The total proposed FY 2022/23 expenditure budget for PMD 122 is \$137,521, which is \$642 less than the FY 2021/22 expenditure budget, primarily due to a small decrease to interfund services which includes overhead. The operating budget includes funding for routine maintenance and operation performed by the Department of Public Works as well as contractors, which is all funded by

the General Fund. This includes regular maintenance for landscaping, trees, fountains, and parking lot/walkway sweeping. There are no proposed Capital project expenditures for parking lots and associated walkways in FY 2022/23. Both parking lots at the complex were resurfaced and striped during the summer of 2019, which was funded by previously collected property owner assessments.

Pursuant to the 2002 City Council action, staff is recommending the adoption of the subject Resolution of Intention; setting a public hearing date of June 7, 2022 to approve the Director's Report for FY 2022/23; and the authorization of the publication and posting of the public hearing. The assessments to the property owners cannot be sent out until the Director's Report is approved at a public hearing.

A conference call with the property owners to discuss these requirements has been scheduled for May 16, 2022. Notices for the public hearing will be sent out following adoption of the subject Resolution of Intention.

### **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**

Approval of the proposed assessment maintains the funding source for future capital repairs to parking lots and walkways located within Franklin Square. The City's General Fund remains as the funding source for routine maintenance and operating costs for the Downtown Parking Maintenance District. The total proposed FY 2022/23 expenditure budget for Parking Maintenance District No. 122 is \$137,521 subject to appropriation of funds.

### **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) <<mailto:clerk@santaclaraca.gov>>.

### **RECOMMENDATION**

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

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Director's Report FY 2022/23
2. Notice of Public Hearing
3. Resolution of Intention

**DIRECTOR'S REPORT**  
**CITY OF SANTA CLARA**  
**PARKING DISTRICT NO. 122 MAINTENANCE DISTRICT**  
**FISCAL YEAR 2022/23**

**April 19, 2022**

## **ASSESSMENT FORMULA**

Fiscal Year 2022/23  
City of Santa Clara, California

### **Parking District No. 122 Maintenance District**

The formula upon which the annual assessment levy, for the payment of the costs and expenses of maintaining and operating the improvements, and providing funds for future parking lots and associated walkways, exceptional maintenance and improvements, within Parking District No. 122 Maintenance District, including the costs and expenses incidental thereto, will be apportioned according to benefits among the several lots or parcels of property within the Maintenance District for the Fiscal Year 2022/23 is as follows:

- Costs and expenses are to be shared between the City and property owners as below:

- a. City shall pay for the operation and maintenance cost on a 100% basis.
- b. Property owners shall pay \$14,200 annually, less interest from prior years' property owners operation and maintenance assessments as of June 30, 2002, to be kept in a fund to be used towards future exceptional maintenance and improvements of parking lots and associated walkways and appurtenances.

- Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.

- For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or mezzanine floor and any basement area.

**DIRECTOR'S REPORT**

ASSESSMENT for Fiscal Year 2022/23 City of Santa Clara, California

**Parking District No. 122 Maintenance District**

I, Craig Mobeck, Director of Public Works for the City of Santa Clara, California, pursuant to the provisions of Section 16.10.490 of the Code of the City of Santa Clara, hereby make this report and following benefit assessment to cover the costs and expenses of maintaining and operating the improvement within Parking District No. 122 Maintenance District of said City, including the costs and expenses incidental thereto, to be paid by said Maintenance District.

The amount to be paid therefor by said Maintenance District for the Fiscal Year 2022/23 is as follows:

<b><u>Expenditures</u></b>	<b>As Preliminarily Approved</b>	<b>As Finally Approved</b>
Routine Maintenance & Operation	\$ 137,521.00	\$
Exceptional Maintenance and Repairs	\$ 0.00	\$
<b>TOTAL COST</b>	<b>\$ 137,521.00</b>	<b>\$</b>

**Funding for FY 2022/23 Expenditures**

Exceptional Maintenance & Improvement From Fund Balance Reserve	\$0.00	\$
Contribution from City General Fund (001)	\$ 137,521.00	\$
<b>TOTAL</b>	<b>\$ 137,521.00</b>	<b>\$</b>

**Property Owner Assessment**

Owner's Annual Assessment	\$14,200.00	\$
Less Accrued Interest of Owner's Fund Balance	[\$1,938.00]	\$
<b>TOTAL NET ASSESSMENT</b>	<b>\$12,262.00</b>	<b>\$</b>

*(Goes to Fund Balance Reserve)*

And I do hereby assess and apportion the amount said costs and expenses, including the costs and expenses incidental thereto, upon the several lots or parcels of property liable therefor and benefited thereby, in proportion to the benefits to be received by such lots or parcels of property, from the maintenance and operation thereof and more particularly set forth in the list hereto attached and by reference made a part hereof.

Each lot or parcel of land is described in the assessment list by reference to its parcel number as shown on the assessor's maps of the County of Santa Clara for the Fiscal Year 2022/23 to the right of the parcel numbers and include all of such parcel.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Craig Mobeck, Director of Public Works

**BUDGET**

Fiscal Year 2022/23  
City of Santa Clara, California

**Parking District No. 122 Maintenance District**

<b><u>Expenditures</u></b>	<b>As Preliminarily Approved</b>	<b>As Finally Approved</b>	
Maintenance & Operation:	\$ 137,521.00	\$	Labor, materials, supplies, and equipment to maintain Parking Maintenance District No. 122 including, but not limited to water, sewer, and electrical costs, sweeping of parking lots and mall area, maintenance of pavement, striping, landscaping, mall fountains, City supervision (50% of labor and fringe benefits of Street Maintenance Worker III).
Exceptional Maintenance and Improvements of Parking Lots and Associated Walkways	\$ 0.00	\$	
<b>TOTAL COST</b>	<b>\$ 137,521.00</b>	<b>\$</b>	

**Funding for FY 2022/23 Expenditure**

Owner's Reserve for Exceptional Maintenance & Improvement Fund Balance:	[\$ 0.00]	\$	
Contribution from City General Fund (001):	<u>[\$137,521.00]</u>	\$	
<b>Owner's Annual Assessment</b>	<b>\$14,200.00</b>	<b>\$</b>	
Less Accrued Interest on Owners' Fund Balance:	<u>[\$1,938.00]</u>	<u>\$</u>	
<b>Total Net Assessment:</b>	<b>\$12,262.00</b>	<b>\$</b>	

**ASSESSMENT**

Fiscal Year 2022/23  
City of Santa Clara, California

**Parking District No. 122 Maintenance District**

<b>Name &amp; Address of Owner</b>	<b>Assessor's Parcel Number</b>	<b>(2) As Finally Confirmed</b>	<b>(1) As Preliminarily Approved</b>	<b>Gross Floor Area (sq. ft.)</b>	<b>% of Total Floor Area</b>
Green Valley Corporation 777 N. First Street, 5 <sup>th</sup> Floor San Jose, CA 95112	269-22-111	\$	\$2,563.62	13,305.22	20.907
Ramiro Hermosillo Trust 3121 Riddle Rd. San Jose, CA 95117	269-22-110	\$	\$1,355.32	7,034.13	11.053
John DeMartini Trustee & Et al. 477 9 <sup>th</sup> Avenue Ste 107 San Mateo, CA 94402	269-22-108	\$	\$1,640.41	8,513.76	13.378
David DeLozier Trustee 1162 Carmel Way Santa Clara, CA 95050	269-22-098	\$	\$1,434.65	7,445.88	11.700
T & I Real Estate Solutions 364 Appian Way Union City, CA 94587	269-22-103	\$	\$ 267.31	1,387.35	2.180
Alice May-Wan Chan 20015 Bella Vista Saratoga, CA 95070	269-22-102	\$	\$ 154.25	800.59	1.258
Ross L. Peterson Et al. 10 Enterprise Dr. Corte Madera, CA 94925	269-22-105	\$	\$ 386.13	2,004.02	3.149

**ASSESSMENT**

Fiscal Year 2022/23  
City of Santa Clara, California

**Parking District No. 122 Maintenance District**

<b>Name &amp; Address of Owner</b>	<b>Assessor's Parcel Number</b>	<b>(2) As Finally Confirmed</b>	<b>(1) As Preliminarily Approved</b>	<b>Gross Floor Area (sq. ft.)</b>	<b>% of Total Floor Area</b>
Robert Freitas Et al. 255 Washington Street Milpitas, CA 95035	269-22-104	\$	\$ 320.77	1,664.82	2.616
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-113	\$	\$ 414.58	2,151.67	3.381
Thomas Mitchell Trustee & Et al. 1291 Franklin Mall Santa Clara, CA 95050	269-22-106	\$	\$1,536.80	7,976.00	12.533
Vitarelli Family LP 925 Circle Drive Santa Clara, CA 95050	269-22-101	\$	\$ 424.88	2,205.13	3.465
Vitarelli Family LP 925 Circle Drive Santa Clara, CA 95050	269-22-100	\$	\$ 237.64	1,233.34	1.938
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-115	\$	\$1,161.09	6,026.07	9.469
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-114	\$	\$ 364.55	1,892.02	2.973
<b>TOTAL</b>		\$	<b>\$12,262.00</b>	<b>63,640.00</b>	<b>100%</b>

I, the Assistant City Clerk of the City of Santa Clara, hereby certify that the foregoing assessment in the amounts set forth in Column (2) unless Column (2) is blank, in which event the amounts in Column (1) apply, was approved and confirmed by the City Council of said City on \_\_\_\_\_, 2022.

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Nora Pimentel, MMC  
Assistant City Clerk  
City of Santa Clara

**City of Santa Clara Notice of Public Hearing**  
**Regarding the Levy of Benefit Assessment Applicable to the Santa Clara Parking Maintenance District No. 122, and Approval of Distribution of Director's Report Fiscal Year 2022/23**

Notice is hereby given that the Director of Public Works has requested a report, in writing, to be prepared and filed with the City Clerk, which provides the basis for the levy of benefit assessments for the costs of maintenance and operation on all lots or parcels of property within said maintenance district. Said report sets forth the amounts to be provided in the budget for maintenance and operation; a description of each lot or parcel of property in the maintenance district, by a legal description, assessor's parcel number or other description sufficient to identify the same; and the amount of assessment to be levied for the fiscal year 2022/23 against each lot or parcel of property. Said report is open to public inspection.

Said report will be heard by the City Council at its regularly scheduled meeting to be held on Tuesday, June 7, 2022 at 7:00 p.m., or as soon thereafter as the matter may be heard, at which time said Council will examine said report and hear all persons interested therein. Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 22-9058 the City Council meeting will be held both in person in the Council Chambers at 1500 Warburton Avenue and by teleconference. We are providing alternatives to in person attendance for viewing and participating in the hearing. The methods for the public to participate remotely are listed below:

- Via Zoom: <https://santaclaraca.zoom.us/j/99706759306>
  - Meeting ID: 997-0675-9306 or
- Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

As always, the public may view the meetings on [SantaClaraCA.gov](http://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.

Any interested owner, objecting to the amount of the assessment on any lot or parcel of property owned by him, may file with the City Clerk at or before the hour fixed for hearing a protest, in writing, signed by him, describing the lot or parcel of property so that it may be identified, and stating the grounds of his/her protest, and may appear at said hearing and be heard in regard thereto.

Americans with Disabilities Act (ADA): 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.

Please see the above-mentioned options citizens may participate in the upcoming hearing. Submit written and/or oral comments directly to the City Clerk, 1500 Warburton Avenue, Santa Clara, California, 95050; telephone (408) 615-2220.  
Nora Pimentel, Assistant City Clerk

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, OF INTENTION TO ORDER THAT THE ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO CITY OF SANTA CLARA PARKING MAINTENANCE DISTRICT NO. 122, PROVIDING FOR NOTICE OF HEARING THEREON, APPROVING THE DIRECTOR'S REPORT FOR DISTRIBUTION, AND PROVIDING FOR NOTICE OF HEARING ON DIRECTOR'S REPORT FOR FISCAL YEAR 202/23**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of the Streets and Highways Code of the State of California, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Chapter 16.10 of the Code of the City of Santa Clara, on the 30th day of March, 1965, this Council adopted its Resolution No. 1581, a Resolution creating "City of Santa Clara Parking Maintenance District No. 122" ("Parking Maintenance District") in the City for the purpose of paying the costs and expenses of acquiring, constructing, reconstructing, installing, extending, enlarging, repairing, improving, maintaining and operating public automobile parking places, covered pedestrian lanes and walkways, fountains, and landscaping therein then existing or thereafter to be constructed in and for the Parking Maintenance District, and of benefit to said maintenance district, but not of benefit to the City of Santa Clara as a whole, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions, improvements and enlargements thereto which may thereafter be made;

**WHEREAS**, said proceedings provided that this Council shall, in addition to all other taxes, annually fix and levy a special assessment tax upon the real property (land and improvements) within the Parking Maintenance District as therein provided, sufficient to raise a determined amount of money to pay all or part of said costs of maintenance and operation;

**WHEREAS**, the Council shall decide whether or not the costs of maintenance and operation of

said public improvements shall be borne wholly or partially by the property owners within said Parking Maintenance District;

**WHEREAS**, on the 8th day of April 1980, this Council adopted its Ordinance No. 1401 providing for an alternative method for annually fixing and levying a special benefit assessment within maintenance districts within the City for said purpose;

**WHEREAS**, on the 16th day of January, 1996, this Council adopted its Resolution No. 6105 ordering that seventy-five (75%) percent of the costs and expenses of maintaining and operating said public improvements beginning with fiscal year 1996-97, within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within the Parking Maintenance District benefited thereby in accordance with the formula set forth, and that the City shall be responsible for the balance of the costs and expenses;

**WHEREAS**, on June 26, 1996, sufficient Ballots were received to approve the continuation of the Parking Maintenance District;

**WHEREAS**, on the 9th day of July, 2002, this Council, after a public hearing on the determination of the allocation of maintenance and operation costs and annual assessments, passed a motion wherein, due to the benefit to the public and the City of the improvements, the City assumed all future costs for operation and maintenance of Parking Maintenance District No. 122 and the property owners would contribute \$14,200 annually, less earned interest on the accumulating balance, to pay for capital repairs of the parking lots and associated walkways;

**WHEREAS**, procedures of approval require the preparation of a Report on how the assessments were prepared and based, notice of hearing, and public hearing on the annual assessments;

**WHEREAS**, this Council intends to order an alternative method by which annual assessment

levies for the payment of said costs and expenses will be apportioned according to special benefits among the several lots or parcels of property within the Parking Maintenance District pursuant to Section 16.10.490 and 16.10.500 of the Code of the City of Santa Clara;

**WHEREAS**, the City's Director of Public Works has made and filed with the City Clerk a written report ("Report") setting forth the budget, the formula for the annual assessment levy, a description of each lot or parcel of property to be assessed and the amount of the assessment to be levied against each lot or parcel of property in accordance with said formula; and

**WHEREAS**, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof requires or should be modified in any respect.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That this Council hereby determines that the costs and expenses of the maintenance and operation of the public automobile parking places, covered pedestrian lanes and walkways, fountains and landscaping within the City of Santa Clara Parking Maintenance District No. 122 cannot be appropriately financed pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of said Streets and Highways Code, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Section 16.05.050 of the Code of the City of Santa Clara. This Resolution is therefore adopted, and proceedings are being taken pursuant to Section 16.10.490 and Section 16.10.500 of said Code of the City of Santa Clara to provide for an alternative method for the levy of benefit assessments for said purposes.

2. That it is the intent of this Council to order that an amount of \$14,200 less any earned interest on accumulated balance, is needed annually to be assessed towards the costs of capital repairs of the parking lots and associated walkways and thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within said maintenance district benefited thereby in accordance with the formula set forth, and that the City shall be responsible

for the costs and expenses of maintaining and operating said public improvements within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation.

3. That a statement of the formula upon and by which annual assessment levies for the payment of said costs and expenses will be apportioned according to benefits among the several lots or parcels of property within said maintenance district is as follows:

Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.

For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or mezzanine floor and any basement area.

4. That the City's Director of Public Works has caused to be prepared and filed with the City Clerk a written report, which provides the basis for the levy of benefit assessments for said capital repairs of the parking lots and associated walkways, and the cost of maintenance and operation on all lots or parcels or property within the Parking Maintenance District. Said report sets forth the amounts to be provided in the budget for maintenance and operation, a description of each lot or parcel of property in the maintenance district, by a legal description, assessor's parcel number or other description sufficient to identify the same, and the amount of assessment to be levied for the fiscal year 2022/23 against each lot or parcel of property. The City Council directs the City Clerk to make the report open to public inspection.

5. NOTICE IS HEREBY GIVEN that Tuesday the 7th day of June, 2022 at the hour of 7:00 p.m. at the regular meeting place of the City Council in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California, be fixed as the time and place when and where this Council will hear any and all objections in relation to said alternative method for the levy of

benefit assessments and said formula and when and where this Council will examine said report and hear all persons' interest therein. Any interested owner objecting to said alternative method for the levy of benefit assessments or to said formula or to the amount of the assessment on any lot or parcel of property owned may file with the City Clerk at or before the hour fixed for hearing an objection, describing the lot or parcel of property owned so that it may be identified, and stating the grounds of objection, and may appear at said hearing and be heard with regard thereto.

6. NOTICE IS HEREBY GIVEN that Monday, the 16th day of May 2022 at the hour of 4:00 p.m. through 4:30 p.m. a teleconference meeting will be hosted by Dave Staub, Department of Public Works Deputy Director to present and discuss the Director's Report.

7. No written ballots are required to be completed and returned.

8. The City Clerk is hereby authorized and directed to a) post a copy of notice of hearing on or near the Council Chamber door or any bulletin board in or adjacent to the City Hall, and b) publish once in a newspaper of general circulation, and c) mail notice to all property owners located within the District.

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9. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: None



## Agenda Report

22-498

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

Action on a Resolution Authorizing the Use of City Electric Forces at Various Locations

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

Charter Section 1310 titled Contracts on Public Works states, in part, “that every contract involving an expenditure of more than one thousand dollars (\$1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

#### DISCUSSION

Staff believes that the work described below is best and most efficiently performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council make a finding that City forces can better perform the installation of the following electric facilities and approve the use of City forces.

Estimate Number: 36241  
Location: 2233 Calle Del Mundo  
Type of Service: New Business  
Description of Work: Install 200 ft of 12kV cable from pole to a new padmount transformer, connect customer service cables, install metering, and two new lights.  
Estimated Cost: \$50,015  
Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work  
Source of Revenue: Customer/Developer Contribution

Estimate Number: 37176  
Location: 3401 Victor Street  
Type of Service: New Business

Description of Work:	Remove 150 ft of underground cable and old metering. Connect customer service cables and install new metering for pump station service.
Estimated Cost:	\$5,925
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution
Estimate Number:	<u>37761</u>
Location:	3580 La Rambla Place
Type of Service:	New Business
Description of Work:	Connect customer service cables and install new metering for temporary power.
Estimated Cost:	\$4,077
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution
Estimate Number:	<u>37813</u>
Location:	Ryder Street east of Lawrence Expressway
Type of Service:	New Business
Description of Work:	Install two 65 ft Class H2 wood poles with 60kV insulators and guying to move existing 60kV overhead lines across Ryder Street. This allows SummerHill Homes to install scaffolding for a new multi-story apartment building without conflict to SVP's 60kV circuit.
Estimated Cost:	\$27,819
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution
Estimate Number:	<u>37841</u>
Location:	2300 Calle De Luna
Type of Service:	New Business
Description of Work:	Remove wood crossarm and insulators and install one 12kV air switch on existing SVP pole.
Estimated Cost:	\$8,170
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution
Estimate Number:	<u>37906</u>
Location:	3350 Scott Boulevard
Type of Service:	New Business
Description of Work:	Install padmount sec. connectors to transformer, pull cable from transformer-20504, install three 2-way connectors at three pullboxes, three 4-way connectors at one fullbox, and one 120/208 single-phase meter.
Estimated Cost:	\$8,305
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work

Source of Revenue: Customer/Developer Contribution

Estimate Number: 37561  
 Location: 3740 El Camino Real  
 Type of Service: Reliability  
 Description of Work: Caltrans traffic signal cabinet and pedestal are being relocated to meet ADA compliance, and a new meter is being installed.  
 Estimated Cost: \$1,588  
 Appropriation: Electric Utility Capital Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments

Source of Revenue: Customer Service Charges

Estimate Number: 37562  
 Location: 3201 Scott Blvd  
 Type of Service: Load Increase  
 Description of Work: Replace existing 750 kva padmount transformer with 1500kva padmount transformer.  
 Estimated Cost: \$30,481  
 Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work

Source of Revenue: Customer/Developer Contribution

Estimate Number: 36504  
 Location: 2175 Martin  
 Type of Service: New Business  
 Description of Work: Install new 12kv feeders for new data center  
 Estimated Cost: \$186,942  
 Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work

Source of Revenue: Customer/Developer Contribution

Estimate Number: 37909  
 Location: 2305 Mission College  
 Type of Service: New Business  
 Description of Work: Removal of a temporary padmount utility transformer which provided construction power for Customer's Data Center Construction.  
 Estimated Cost: \$3,190  
 Appropriation: Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work

Source of Revenue: Customer/Developer Contribution

Estimate Number: 37548  
 Location: 1313 Memorex  
 Type of Service: Capacity  
 Description of Work: Remove existing (3) 50kva 240v transformers and install a new 5000 kva 277/480v transformer.  
 Estimated Cost: \$27,799  
 Appropriation: Electric Utility Capital Fund (591) Project 2006 - Distribution Capital

Source of Revenue:	Maintenance and Betterments Customer/Developer Contribution
Estimate Number:	<u>37249</u>
Location:	4200 Great America Parkway
Type of Service:	New Business
Description of Work:	Install a new 750 kva 277/480v padmount transformer and metering devices for new car charger service.
Estimated Cost:	\$31,193
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution
Estimate Number:	<u>36081</u>
Location:	1111 Comstock Ave
Type of Service:	New Business
Description of Work:	Install (2) 12kv services and metering for data center.
Estimated Cost:	\$171,033
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution
Estimate Number:	<u>37931</u>
Location:	2300 Calle De Luna
Type of Service:	New Business
Description of Work:	Install 2-45' wood poles with high voltage air switches, 1500' high voltage underground cable, 24 high voltage splices in 8 manholes and vaults. Remove 6 poles and all hardware and 750' of high voltage overhead circuit on Calle De Luna from Lafayette to Calle Del Sol.
Estimated Cost:	\$94,155
Appropriation:	Electric Utility Capital Fund (591) Project 2005 - New Business Estimate Work
Source of Revenue:	Customer/Developer Contribution

### **ENVIRONMENTAL REVIEW**

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15302(c) (Class 2 - Replacement or Reconstruction) because they involve the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and 15303(d) (Class 3 - New Construction or Conversion of Small Structures), because they involve the construction of new electric utility extensions.

### **FISCAL IMPACT**

The funds to support the staff time for work performed by SVP and related construction materials for the work detailed in this report, totaling \$556,537 are included in the Fiscal Year 2021/22 Capital Budget, as indicated by each project appropriation. Of that total amount, all \$527,150 is in the New Business Estimate Work and \$29,387 is in the Transmission and Distribution Capital Maintenance and Betterments Capital Improvement Projects in the Electric Utility Capital Fund. All referenced work will be performed with City Electric Forces (SVP staff). Some work associated with

encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

**COORDINATION**

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

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any 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 authorizing the use of City Electric Forces at 2233 Calle Del Mundo, 3401 Victor Street, 3580 La Rambla Place, Ryder Street east of Lawrence Expressway, 2300 Calle De Luna, 3350 Scott Boulevard, 3740 El Camino Real, 3201 Scott Boulevard, 2175 Martin Avenue, 2305 Mission College, 1313 Memorex Drive, 4200 Great America Parkway, and 1111 Comstock Avenue.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Resolution - Use of City Electric Forces

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING THE USE OF CITY ELECTRIC FORCES  
PURSUANT TO CHARTER SECTION 1310**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara’s Charter section 1310 requires all contracts involving an expenditure of over \$1,000 for the construction or improvement (excluding maintenance and repair) of a public works project to be let to the lowest responsible bidder;

**WHEREAS**, Charter section 1310 permits the City to use its own employees if the City Council, by motion passed by at least four affirmative votes, determines that the public works may be done better or more economically by the City’s own employees, and, upon such determination, the City may proceed to have the public works project completed without further observance of Charter section 1310;

**WHEREAS**, the City’s Electric Department desires to perform certain public works, as set forth in the Report to Council #22-498, dated April 19, 2022, by its own employees; and,

**WHEREAS**, the City Council has declared and determined that the work in question may be performed better or more economically by the City with its own employees.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. The City Council of the City of Santa Clara does hereby declare and determine that the public works set forth in the Report to Council #22-498, attached hereto and incorporated by this reference, may be performed better or more economically by the City with its own employees.

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2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: April 19, 2022, Report to Council #22-498



Agenda Report

22-424

Agenda Date: 4/19/2022

**REPORT TO COUNCIL**

**SUBJECT**

Action on a Resolution Authorizing the Use of City Electric Forces Along Magellan Avenue

**COUNCIL PILLAR**

Deliver and Enhance High Quality Efficient Services and Infrastructure

**BACKGROUND**

Charter Section 1310 titled Contracts on Public Works states, in part, “that every contract involving an expenditure of more than one thousand dollars (\$1,000) for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder.” The section further states that “the City Council may declare and determine that, in its opinion, the work in question may be performed better or more economically by the City with its own employees, and after the adoption of a resolution to this effect by at least four affirmative votes, it may proceed to have said work done in the manner stated, without further observance of the provisions of this section.”

**DISCUSSION**

Staff believes that the work described below is best and most efficiently performed with City forces based upon the following factors: (1) the work is limited in size and scope; (2) City forces have knowledge and training in operating and maintaining the electric system that can be leveraged to more economically perform this work; and (3) bidding out the work and contracting with a private entity would not likely result in a lower overall cost or time savings. Therefore, staff recommends that the City Council make a finding that City forces can better perform the installation of the following electric facilities and approve the use of City forces.

Estimate Number:	<u>37938</u>
Location:	at various pole locations along Magellan Avenue
Type of Service:	Capacity
Description of Work:	Replacement of existing 8 poles with 7 qty of 55-ft poles and 1 qty of 50-ft pole on existing three phase 12KV line. Add new 6 spans of new 12 KV line with 3-397AAC KCMIL overhead conductors above existing 12 KV line from pole 11E01 to 10F05. Transfer other utilities including secondary electric and service drops from existing to new pole. Remove existing poles. Cleanup and restoration of site.
Estimated Cost:	\$97,719
Appropriation:	Electric Utility Capital Fund (591) Project 2006 - Distribution Capital Maintenance and Betterments
Source of Revenue:	Customer Service Charges

**ENVIRONMENTAL REVIEW**

The actions being considered are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15302(c) (Class 2 - Replacement or Reconstruction) because it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible expansion of capacity, and 15303(d) (Class 3 - New Construction or Conversion of Small Structures), because they involve the construction of new electric utility extensions.

**FISCAL IMPACT**

The funds to support the staff time for work performed by SVP and related construction materials for the work detailed in this report, totaling \$97,719 are included in the Transmission and Distribution Capital Maintenance and Betterments Capital improvement project in the Electric Utility Capital Fund for the Fiscal Year 2021/22 Capital Budget. All referenced work will be performed with City Electric Forces (SVP staff). Some work associated with encroachment permits may be performed by the Department of Public Works (DPW). DPW costs are recovered through payment of permit fees.

**COORDINATION**

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

**PUBLIC CONTACT**

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

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Resolution - Use of City Electric Forces

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING THE USE OF CITY ELECTRIC FORCES  
PURSUANT TO CHARTER SECTION 1310**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the section 1310 of the Charter of the City of Santa Clara generally requires every contract involving an expenditure of over \$1,000 for the construction or improvement (excluding maintenance and repair) of public works to be let to the lowest responsible bidder;

**WHEREAS**, section 1310 permits the City to use its own employees if the City Council, by motion passed by at least four affirmative votes, determines that the work in question may be performed better or more economically by the City's own employees, and, upon such determination, the City may proceed to have the public works project completed without further observance of Charter section 1310;

**WHEREAS**, the City's Electric Department desires to perform certain public works, as set forth in the Report to Council dated April 19, 2022, by its own employees; and

**WHEREAS**, the City Council has declared and determined that the work in question may be performed better or more economically by the City with its own employees.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. The City Council of the City of Santa Clara does hereby declare and determine that the public works set forth in the April 19, 2022, Report to Council #22-424, attached hereto and incorporated by this reference, may be performed better or more economically by the City with its own employees.

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2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. April 19, 2022, Report to Council #22-424



## Agenda Report

22-435

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLAR

Promote Sustainability and Environmental Protection

#### BACKGROUND

California is in the third year of a drought and has had a record dry period for January and February 2022 with March seeing minimal amounts of rain as the climate continues to change. Many of the State's reservoirs are below average levels and as a result the State Water Project is projected to substantially reduce anticipated deliveries to wholesale agencies like Valley Water. In response to the Governor's Order of March 28, 2022 and the extreme and expanding drought conditions and in recognition of actions taken by the City's water supply partners, the City Manager, in her role as Director of Emergency Services, acted on July 12, 2021 to proclaim that the City of Santa Clara was in emergency drought conditions. Section 2.140.060 of the City Municipal Code requires that the City Council take action within seven (7) days to ratify such action. Council took action on July 13, 2021 to approve the emergency declaration and to implement actions that encourage and achieve water conservation as outlined in Stage 2 of the City's Water Shortage Contingency Plan approved on June 22, 2021, as part of the City's 2020 [Urban Water Management Plan](#) [.<https://www.santaclaraca.gov/home/showpublisheddocument/74073/637606452907100000>](https://www.santaclaraca.gov/home/showpublisheddocument/74073/637606452907100000).

#### DISCUSSION

The City Water & Sewer Utilities Department proposes to reduce the current three (3) days per week outdoor watering restriction to two (2) days per week in accordance with Stage 2 of the City's Water Shortage Contingency Plan to further reduce City water use. The reduction of watering days will assist with meeting our conservation goals to reduce water consumption by 15%.

#### 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 proposed action has no fiscal impact beyond the cost of staff time.

**COORDINATION**

This report was coordinated with the City Attorney's Office.

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Amend Resolution 21-8989, to Restrict Outdoor Watering to a Maximum of Two (2) Days per Week to Address the Severe Drought Emergency.
2. Do Not Amend Resolution 21-8989 and Leave in Place a Maximum of Three (3) Day per Week Outdoor Watering Restriction.

**RECOMMENDATION**

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

Reviewed by: Gary Welling, Director, Water & Sewer Utilities

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Proposed Resolution Amending Resolution No. 21-8989
2. Resolution No. 21-8989

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING RESOLUTION NO. 21-8989, “PROCLAMATION OF EMERGENCY DROUGHT CONDITIONS BY THE DIRECTOR OF EMERGENCY SERVICES” AND AUTHORIZING IMPLEMENTATION OF STAGE 2 OF THE WATER SHORTAGE CONTINGENCY PLAN TO RESTRICT OUTDOOR WATERING DAYS FROM THREE (3) DAYS TO TWO (2) DAYS**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, section 2.140.060 of “The Code of the City of Santa Clara, California” (“SCCC”) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a “local emergency” when the City of Santa Clara is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days;

**WHEREAS**, extreme drought conditions in the San Francisco Bay Area region and the City of Santa Clara have the potential of extreme peril to the safety of persons and property within the City;

**WHEREAS**, on June 9, 2021 the Board of Directors of the Santa Clara Valley Water District (Valley Water) declared a water shortage emergency condition in Santa Clara County and called for a mandatory 15% reduction in water usage County wide as compared to 2019;

**WHEREAS**, on June 15, 2021, the Santa Clara County Director of Emergency Services proclaimed a local emergency related to extreme drought conditions;

**WHEREAS**, on June 22, 2021, the Santa Clara County Board of Supervisors adopted a resolution ratifying the June 15, 2021 proclamation by the Director of Emergency Services;

**WHEREAS**, on July 8, 2021, California Governor Gavin Newsom extended his previous drought proclamation to include Santa Clara County;

**WHEREAS**, on July 12, City Manager Deanna J. Santana, acting in her role as the City’s Director of Emergency Services, proclaimed a local emergency due to extreme drought conditions in the City of Santa Clara;

**WHEREAS**, On November 23, 2021 Mayor London N. Breed and the San Francisco Public Utilities Commission (SFPUC) declared a water shortage emergency with a 10 percent reduction compared to water use from July 2019 to June 2020 in water usage across its regional system, and;

**WHEREAS**, On March 28, 2022, Governor Newsom's Executive Order strongly asserted the need to voluntarily reduce water use by 15% compared to 2020 levels, by implementing local and state conservation requirements and directives to preserve existing supplies

**WHEREAS**, the City Council hereby finds that these extreme drought conditions did warrant and necessitate the proclamation of the existence of a local emergency;

**WHEREAS**, the existence of this local emergency does necessitate the implementation of Stage 2 of the City's Water Shortage Contingency Plan, with slight modifications, and does hereby institute the water use prohibitions listed below.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that conditions of extreme peril to the safety of persons and property did warrant and necessitate the proclamation of the existence of a local emergency.
2. That the Director of Emergency Services of the City of Santa Clara did proclaim the existence of a local emergency within the City of Santa Clara on July 12, 2021.
3. That it is therefore proclaimed and ordered that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
4. That Stage 2 of the City's Water Shortage Contingency Plan be implemented with the following water use regulations:
  - A. Expand a Public Information Campaign

- B. Increase Water Waste Patrols and Enforcement of Permanent Water Use Restriction Ordinance in Section 1C of the Water Service and Use Rules and Regulations (Municipal Code 13.15.080)
- C. Reduce System Water Loss
- D. Decrease Hydrant/Line Flushing, Unless for Public Health and Safety
- E. Prohibit Filling of Decorative Water Features Except to Sustain Aquatic Life and Requiring that those Features Use Recirculating Water
- F. Require the Water Used for Construction and Dust Control be Recycled Water when that Water is Available.
- G. Restrict New Irrigation Connections to Those that Use Recycled Water When that Water is Available.
- H. Restrict Irrigation on Golf Courses to Recycled Water when that Water is Available.
- I. Restrict Outdoor Watering to a Maximum of Two (2) Days per Week for All Customers with Odd Numbered Addresses and Sites with No Address Watering on Mondays and Thursdays and Even Numbered Addresses Watering on Tuesdays and Fridays.

5. That the Stage 2 prohibitions listed above are in addition to the prohibitions already codified in Section 1C of the City’s Water Service and Use Rules and Regulations

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY THE FOLLOWING

VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMENTAL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference: None

**RESOLUTION NO. 21-8989**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, RATIFYING THE PROCLAMATION OF  
EMERGENCY DROUGHT CONDITIONS BY THE DIRECTOR OF  
EMERGENCY SERVICES AND AUTHORIZING  
IMPLEMENTATION OF STAGE 2 OF THE WATER SHORTAGE  
CONTINGENCY PLAN**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, section 2.140.060 of “The Code of the City of Santa Clara, California” (“SCCC”) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a “local emergency” when the City of Santa Clara is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days;

**WHEREAS**, extreme drought conditions in the San Francisco Bay Area region and the City of Santa Clara have the potential of extreme peril to the safety of persons and property within the City;

**WHEREAS**, on June 9, 2021 the Board of Directors of the Santa Clara Valley Water District (Valley Water) declared a water shortage emergency condition in Santa Clara County and called for a mandatory 15% reduction in water usage County wide as compared to 2019;

**WHEREAS**, on June 15, 2021, the Santa Clara County Director of Emergency Services proclaimed a local emergency related to extreme drought conditions;

**WHEREAS**, on June 22, 2021, the Santa Clara County Board of Supervisors adopted a resolution ratifying the June 15, 2021 proclamation by the Director of Emergency Services;

**WHEREAS**, on July 8, 2021, California Governor Gavin Newsom extended his previous drought proclamation to include Santa Clara County;

**WHEREAS**, on July 12, City Manager Deanna J. Santana, acting in her role as the City’s Director of Emergency Services, proclaimed a local emergency due to extreme drought conditions in the City of Santa Clara;

//

**WHEREAS**, the City Council hereby finds that these extreme drought conditions did warrant and necessitate the proclamation of the existence of a local emergency; and,

**WHEREAS**, the existence of this local emergency does necessitate the implementation of Stage 2 of the City's Water Shortage Contingency Plan, with slight modifications, and does hereby institute the water use prohibitions listed below.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that conditions of extreme peril to the safety of persons and property did warrant and necessitate the proclamation of the existence of a local emergency.
2. That the Director of Emergency Services of the City of Santa Clara did proclaim the existence of a local emergency within the City of Santa Clara on July 12, 2021.
3. That it is therefore proclaimed and ordered that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.
4. That Stage 2 of the City's Water Shortage Contingency Plan be implemented with the following water use regulations:
  - A. Expand a Public Information Campaign.
  - B. Increase Water Waste Patrols and Enforcement of Permanent Water Use Restriction Ordinance in Section 1C of the Water Service and Use Rules and Regulations (Municipal Code 13.15.080).
  - C. Reduce System Water Loss.
  - D. Decrease Hydrant/Line Flushing, Unless for Public Health and Safety.
  - E. Prohibit Filling of Decorative Water Features Except to Sustain Aquatic Life and Requiring that those Features Use Recirculating Water.
  - F. Require the Water Used for Construction and Dust Control be Recycled Water when that Water is Available.

- G. Restrict New Irrigation Connections to Those that Use Recycled Water When that Water is Available.
- H. Restrict Irrigation on Golf Courses to Recycled Water when that Water is Available.
- I. Restrict Outdoor Watering to a Maximum of Three (3) Days per Week for All Customers with Odd Numbered Addresses and Sites with No Address Watering on Mondays, Thursdays, and Saturdays and Even Numbered Addresses Watering on Tuesdays, Fridays, and Sundays.

5. That the Stage 2 prohibitions listed above are in addition to the prohibitions already codified in Section 1C of the City's Water Service and Use Rules and Regulations

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 13<sup>TH</sup> DAY OF JULY, 2021, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Becker, Chahal, Jain, Park, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	Hardy
ABSTAINED:	COUNCILORS:	None

ATTEST:

  
 \_\_\_\_\_  
 NORA PIMENTEL, MMC  
 ASSISTANT CITY CLERK  
 CITY OF SANTA CLARA

Attachments incorporated by reference:

- 1. Proclamation of Local Emergency for Extreme Drought Conditions

*(\*MUST BE RATIFIED BY THE CITY COUNCIL WITHIN 7 DAYS OF THE PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES AND MUST BE REVIEWED AT LEAST EVERY 60 DAYS UNTIL TERMINATION PER GOV'T CODE 8630)*

**NO. 21-01**

**A PROCLAMATION OF LOCAL EMERGENCY FOR EXTREME DROUGHT CONDITIONS IN THE CITY OF SANTA CLARA, CALIFORNIA BY THE DIRECTOR OF EMERGENCY SERVICES**

**BE IT PROCLAIMED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, section 2.140.060 of “The Code of the City of Santa Clara, California” (“SCCC”) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a “local emergency” when the City of Santa Clara is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days; and

**WHEREAS**, extreme drought conditions in the San Francisco Bay Area region and the City of Santa Clara have the potential of extreme peril to the safety of persons and property within the City;

**WHEREAS**, on June 9, 2021 the Board of Directors of the Santa Clara Valley Water District (Valley Water) declared a water shortage emergency condition in Santa Clara County and called for a mandatory 15% reduction in water usage County wide as compared to 2019;

**WHEREAS**, on June 15, 2021, the Santa Clara County Director of Emergency Services proclaimed a local emergency related to extreme drought conditions;

**WHEREAS**, on June 22, 2021, the Santa Clara County Board of Supervisors adopted a resolution ratifying the June 15, 2021 proclamation by the Director of Emergency Services;

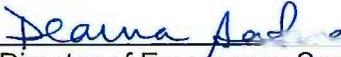
**WHEREAS**, on July 8, 2021, California Governor Gavin Newsom extended his previous drought proclamation to include Santa Clara County;

**WHEREAS**, the existence of this local emergency does necessitate the implementation of Stage 2 of the City’s Water Shortage Contingency Plan, with slight modifications, and does hereby institute the water use prohibitions listed below.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED:**

1. That the Director of Emergency Services hereby finds that conditions of extreme peril to the safety of persons and property do warrant and necessitate the proclamation of a local emergency throughout the City of Santa Clara.
2. That the Director of Emergency Services of the City of Santa Clara proclaims the existence of a local emergency within the City of Santa Clara on July 12, 2021.
3. That Stage 2 of the City's Water Shortage Contingency Plan be implemented with the following water use regulations:
  - A. Expand a Public Information Campaign
  - B. Increase Water Waste Patrols and Enforcement of Permanent Water Use Restriction Ordinance in Section 1C of the Water Service and Use Rules and Regulations (Municipal Code 13.15.080)
  - C. Reduce System Water Loss
  - D. Decrease Hydrant/Line Flushing, Unless for Public Health and Safety
  - E. Prohibit Filling of Decorative Water Features Except to Sustain Aquatic Life and Requiring that those Features Use Recirculating Water
  - F. Require the Water Used for Construction and Dust Control be Recycled Water when that Water is Available.
  - G. Restrict New Irrigation Connections to Those that Use Recycled Water When that Water is Available.
  - H. Restrict Irrigation on Golf Courses to Recycled Water when that Water is Available.
  - I. Restrict Outdoor Watering to a Maximum of Three (3) Days per Week for All Customers with Odd Numbered Addresses and Sites with No Address Watering on Mondays, Thursdays, and Saturdays and Even Numbered Addresses Watering on Tuesdays, Fridays, and Sundays.

4. That the Stage 2 prohibitions listed above are in addition to the prohibitions already codified in Section 1C of the City's Water Service and Use Rules and Regulations
5. That it is therefore proclaimed and ordered that the local emergency shall be ratified by the City Council within 7 days of this proclamation, or otherwise expire, and will be reviewed at least every 60 days until termination is proclaimed by the City Council.
6. Effective date. This resolution shall become effective immediately.

Dated: 7/12/2021 Signed:   
Director of Emergency Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A PROCLAMATION OF EMERGENCY FOR THE CITY OF SANTA CLARA, CALIFORNIA, BY THE DIRECTOR OF EMERGENCY SERVICES ON THE 12TH DAY OF JULY 2021.

ATTEST:

  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA



## Agenda Report

22-346

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### SUBJECT

Action on Final Map for Tract 10566 at 3035 El Camino Real

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

On December 17, 2019, the City Council approved the Residential Condominium Project (Project) located at 3035 El Camino Real to allow the construction of 48 residential condominium units, including six live/work units, on a 1.88-acre site (Agenda Item 2). A Final Map for Tract 10566 is required to be filed by the applicant as part of the Project.

#### DISCUSSION

The Final Map for Tract 10566 has been reviewed by staff and meets the Project's Tentative Condominium Map requirements. The Conditions, Covenants, and Restrictions (CC&R's) have been reviewed and approved by the Community Development Department and the City Attorney's Office.

#### ENVIRONMENTAL REVIEW

The Mitigated Negative Declaration for the Project was approved by Council on December 17, 2019.

#### FISCAL IMPACT

There is no additional cost to the City other than staff time.

#### COORDINATION

This report has been coordinated with the Community Development 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) <<mailto:clerk@santaclaraca.gov>>.

#### RECOMMENDATION

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

32-059 (2021-22)].

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Tract Map 10566

# TRACT 10566

BLUEPRINT AT SANTA CLARA

CONSISTING OF 3 SHEETS

BEING A SUBDIVISION CREATING 1 LOT, INCLUDING A MAXIMUM OF 48 CONDOMINIUM UNITS, OF ALL OF THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED IN DOCUMENT NO. 24903784, IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

FEBRUARY 2022



1570 Oakland Road San Jose, CA 95131

### OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA, EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES ON, ALONG, ACROSS AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED HEREON AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT). SAID EASEMENTS SHALL BE KEPT FREE AND CLEAR OF OBSTRUCTION OF ANY KIND, AND SHALL BE MAINTAINED BY PROPERTY OWNERS SUCH THAT THE SURFACE SHALL SUPPORT EMERGENCY VEHICLE USE.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA, EASEMENTS AND RIGHT-OF-WAY IN, ON, OVER, UNDER, ALONG AND ACROSS THOSE CERTAIN AREAS/STRIPS DESIGNATED HEREON AS "SSE" (SANITARY SEWER EASEMENT), FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING CITY OF SANTA CLARA UNDERGROUND SANITARY SEWER FACILITIES, INCLUDING A REASONABLE RIGHT OF INGRESS AND EGRESS OVER ADJOINING LOTS. SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDING AND STRUCTURES OF ANY KIND EXCEPT PAVEMENT, LANDSCAPE (NO TREES), IRRIGATION SYSTEMS, LAWFUL FENCES, AND APPURTENANCES THERETO. ADDITIONALLY, PRIVATE UTILITIES AND COMMUNICATION CONDUITS CROSSING SAID EASEMENT, AS SHOWN ON THE PLANS REVIEWED AND APPROVED BY THE CITY OF SANTA CLARA IN CONJUNCTION WITH THIS SUBDIVISION, SHALL ALSO BE PERMITTED IN SAID EASEMENT. MAINTENANCE LIABILITIES FOR THE PRIVATE IMPROVEMENTS CONTAINED WITHIN SAID EASEMENT SHALL REMAIN WITHIN OWNERS, THEIR SUCCESSORS, HEIRS AND ASSIGNS. ANY FUTURE PRIVATE IMPROVEMENTS WITHIN SAID EASEMENT SHALL REQUIRE PRIOR WRITTEN APPROVAL OF THE CITY OF SANTA CLARA.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE, AND PUBLIC USE OF A SIDEWALK WITHIN THE STRIP OF LAND DESIGNATED AND DELINEATED HEREON AS "SWE" (SIDEWALK EASEMENT). SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UNDERGROUND PUBLIC UTILITY STRUCTURES, IRRIGATION SYSTEMS, AND APPURTENANCES THERETO THAT DO NOT INTERFERE WITH THE PURPOSES OF THE EASEMENT.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA EASEMENTS IN, ON, OVER, UNDER, ALONG, AND ACROSS THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED HEREON AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND REPLACING WATER DISTRIBUTION SYSTEM FACILITIES AND APPURTENANCES THERETO. SAID EASEMENTS SHALL BE KEPT OPEN AND FREE FROM TREES, BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, AND LAWFUL FENCES. NO PRIVATE OR OTHER PUBLIC UTILITIES SHALL BE PLACED IN THE "WLE" EXCEPT FOR PURPOSE OF CROSSING. THE CITY SHALL HAVE RIGHT OF ACCESS ACROSS AND/OR ALONG THE ADJOINING PROPERTY FOR THE PURPOSE OF MAINTAINING, REPLACING, ADDING TO, OR REMOVAL OF ITS FACILITIES.

WE ALSO HEREBY DEDICATE TO THE CITY OF SANTA CLARA EXCLUSIVE EASEMENTS IN, ON, UNDER, ALONG AND ACROSS THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED HEREON AS "UGE" (UNDERGROUND ELECTRICAL EASEMENT) FOR THE PURPOSE OF CONSTRUCTING AND RECONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND/OR REPLACING UNDERGROUND ELECTRICAL DISTRIBUTION AND/OR COMMUNICATION SYSTEMS, AND APPURTENANCES. THE ABOVE MENTIONED UNDERGROUND ELECTRICAL EASEMENT SHALL BE KEPT OPEN AND FREE FROM TREES, BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT IRRIGATION SYSTEMS AND LAWFUL FENCES. NO PRIVATE OR OTHER PUBLIC UTILITIES SHALL BE PLACED IN THE "UGE" EXCEPT FOR PURPOSE OF CROSSING. THE CITY SHALL HAVE RIGHT OF ACCESS ACROSS AND/OR ALONG THE ADJOINING PROPERTY FOR THE PURPOSE OF MAINTAINING, REPLACING, ADDING TO, OR REMOVAL OF ITS FACILITIES.

WE ALSO HEREBY DEDICATE TO PUBLIC USE, EASEMENTS FOR SURFACE FLOW OF STORM WATER ON OR OVER THOSE AREAS OF LAND DESIGNATED AND DELINEATED AS "OSDR" (OVERLAND STORM DRAINAGE RELEASE EASEMENT). SAID EASEMENTS SHALL BE KEPT OPEN AND FREE OF ANY OBSTRUCTIONS, INCLUDING, BUT NOT LIMITED TO, BERMS, TREES, PERMANENT EXCAVATIONS, SHRUBS, BUILDINGS OR PERMANENT STRUCTURES OF ANY KIND EXCEPT LAWFUL UNSUPPORTS OF OVERHANGS. FURTHERMORE, THE SURFACE ELEVATIONS OF SAID EASEMENTS SHALL NOT BE ALTERED WITHOUT THE WRITTEN CONSENT OF THE CITY ENGINEER OF THE CITY OF SANTA CLARA.

TAYLOR MORRISON OF CALIFORNIA, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

JENNIFER SKILLINGS  
VICE PRESIDENT

### SOILS AND GEOLOGICAL REPORT

A SOILS REPORT AND/OR GEOLOGICAL REPORT, PROJECT NO. 168-89, ON THIS PROPERTY HAS BEEN PREPARED BY STEVENS FERRONE & BAILEY, DATED JULY 31, 2019, A COPY OF WHICH HAS BEEN FILED WITH THE BUILDING AND INSPECTION DIVISION OF THE CITY OF SANTA CLARA PLANNING AND INSPECTION DEPARTMENT.

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TAYLOR MORRISON IN SEPTEMBER 2020. I HEREBY STATE THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE FINAL MAP; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE FEBRUARY 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: \_\_\_\_\_

TRACY L. GIORGETTI, LS 8720



### CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_

PETER C. GOLDING, LS# 4768  
ACTING CITY SURVEYOR  
CITY OF SANTA CLARA, CALIFORNIA



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE FINAL MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE PARCEL MAP HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_

MICHAEL JACK LIW, RCE# 59554  
CITY ENGINEER  
CITY OF SANTA CLARA, CALIFORNIA



### CITY CLERK'S STATEMENT

I HEREBY STATE THAT ON THE 17TH DAY OF DECEMBER, 2019, THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, DID APPROVE THE VESTING TENTATIVE OF THIS MAP AND ON \_\_\_\_\_ DID APPROVE THIS FINAL MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC ALL STREET AND EASEMENT DEDICATIONS IF ANY, REQUIRED AS A CONDITION OF APPROVAL OF SAID MAP AND IN CONFORMITY WITH THE TERMS OF THE OFFER OF THE DEDICATION MADE HEREON.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NORA PIMENTAL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA, CALIFORNIA

### COUNTY RECORDER'S STATEMENT

FILE NO. \_\_\_\_\_ FEE \$ \_\_\_\_\_ PAID. ACCEPTED FOR RECORD AND FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M.

IN BOOK \_\_\_\_\_ OF MAPS, AT PAGES \_\_\_\_\_, SANTA CLARA COUNTY RECORDS  
AT THE REQUEST OF \_\_\_\_\_

REGINA ALCOMENDRAS, COUNTY RECORDER  
SANTA CLARA COUNTY, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

# TRACT 10566

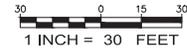
BLUEPRINT AT SANTA CLARA

CONSISTING OF 3 SHEETS  
 BEING A SUBDIVISION CREATING 1 LOT, INCLUDING A MAXIMUM OF 48 CONDOMINIUM UNITS, OF ALL OF THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED IN DOCUMENT NO. 24903764, IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

FEBRUARY 2022



1570 Oakland Road San Jose, CA 95131



### BASIS OF BEARINGS

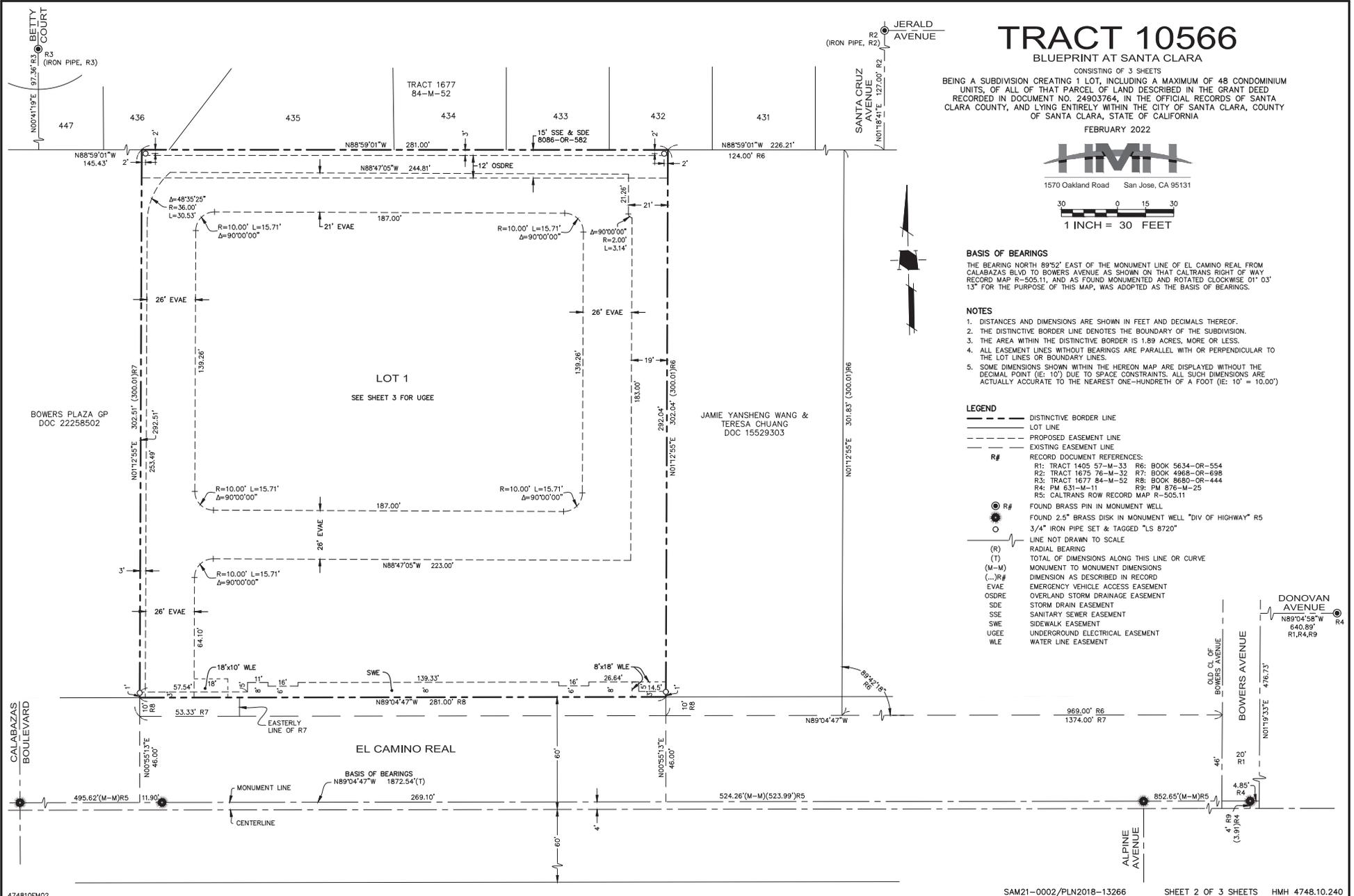
THE BEARING NORTH 89°52' EAST OF THE MONUMENT LINE OF EL CAMINO REAL FROM CALABAZAS BLVD TO BOWERS AVENUE AS SHOWN ON THAT CALTRANS RIGHT OF WAY RECORD MAP R-505.11, AND AS FOUND MONUMENTED AND ROTATED CLOCKWISE 01° 03' 13" FOR THE PURPOSE OF THIS MAP, WAS ADOPTED AS THE BASIS OF BEARINGS.

### NOTES

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.
- THE AREA WITHIN THE DISTINCTIVE BORDER IS 1.89 ACRES, MORE OR LESS.
- ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH OR PERPENDICULAR TO THE LOT LINES OR BOUNDARY LINES.
- SOME DIMENSIONS SHOWN WITHIN THE HEREON MAP ARE DISPLAYED WITHOUT THE DECIMAL POINT (IE: 10') DUE TO SPACE CONSTRAINTS. ALL SUCH DIMENSIONS ARE ACTUALLY ACCURATE TO THE NEAREST ONE-HUNDRETH OF A FOOT (IE: 10' = 10.00').

### LEGEND

- DISTINCTIVE BORDER LINE
- - - - - LOT LINE
- - - - - PROPOSED EASEMENT LINE
- - - - - EXISTING EASEMENT LINE
- R# RECORD DOCUMENT REFERENCES:  
 R1: TRACT 1405 57-M-33 R6: BOOK 5634-OR-554  
 R2: TRACT 1675 76-M-32 R7: BOOK 4988-OR-698  
 R3: TRACT 1677 84-M-52 R8: BOOK 8680-OR-444  
 R4: PM 631-M-11 R9: PM 876-M-25  
 R5: CALTRANS ROW RECORD MAP R-505.11
- ⊙ R# FOUND BRASS PIN IN MONUMENT WELL
- ⊙ R# FOUND 2.5" BRASS DISK IN MONUMENT WELL "DIV OF HIGHWAY" R5
- 3/4" IRON PIPE SET & TAGGED "LS 8720"
- LINE NOT DRAWN TO SCALE
- (R) RADIAL BEARING
- (T) TOTAL OF DIMENSIONS ALONG THIS LINE OR CURVE
- (M-M) MONUMENT TO MONUMENT DIMENSIONS
- (...R#) DIMENSION AS DESCRIBED IN RECORD
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- OSDRE OVERLAND STORM DRAINAGE EASEMENT
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- UGEUE UNDERGROUND ELECTRICAL EASEMENT
- WLE WATER LINE EASEMENT



# TRACT 10566

BLUEPRINT AT SANTA CLARA

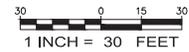
CONSISTING OF 3 SHEETS

BEING A SUBDIVISION CREATING 1 LOT, INCLUDING A MAXIMUM OF 48 CONDOMINIUM UNITS, OF ALL OF THAT PARCEL OF LAND DESCRIBED IN THE GRANT DEED RECORDED IN DOCUMENT NO. 24903764, IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

FEBRUARY 2022



1570 Oakland Road San Jose, CA 95131



### BASIS OF BEARINGS

THE BEARING NORTH 89°52' EAST OF THE MONUMENT LINE OF EL CAMINO REAL FROM CALABAZAS BLVD TO BOWERS AVENUE AS SHOWN ON THAT CALTRANS RIGHT OF WAY RECORD MAP R-505.11, AND AS FOUND MONUMENTED AND ROTATED CLOCKWISE 01° 03' 13" FOR THE PURPOSE OF THIS MAP, WAS ADOPTED AS THE BASIS OF BEARINGS.

### NOTES

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.
3. THE AREA WITHIN THE DISTINCTIVE BORDER IS 1.89 ACRES, MORE OR LESS.
4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH OR PERPENDICULAR TO THE LOT LINES OR BOUNDARY LINES.
5. SOME DIMENSIONS SHOWN WITHIN THE HEREON MAP ARE DISPLAYED WITHOUT THE DECIMAL POINT (IE: 10') DUE TO SPACE CONSTRAINTS. ALL SUCH DIMENSIONS ARE ACTUALLY ACCURATE TO THE NEAREST ONE-HUNDRETH OF A FOOT (IE: 10' = 10.00')

### LEGEND

- DISTINCTIVE BORDER LINE
- - - LOT LINE
- - - PROPOSED EASEMENT LINE
- - - EXISTING EASEMENT LINE

### R#

RECORD DOCUMENT REFERENCES:

- R1: TRACT 1405 57-M-33 R6: BOOK 5634-OR-554
- R2: TRACT 1675 76-M-32 R7: BOOK 4968-OR-698
- R3: TRACT 1677 84-M-52 R8: BOOK 8680-OR-444
- R4: PM 631-M-11 R9: PM 876-M-25
- R5: CALTRANS ROW RECORD MAP R-505.11

### ⊙ R#

FOUND BRASS PIN IN MONUMENT WELL

FOUND 2.5" BRASS DISK IN MONUMENT WELL "DIV OF HIGHWAY" R5

3/4" IRON PIPE SET & TAGGED "LS 8720"

### ○

LINE NOT DRAWN TO SCALE

### (R)

RADIAL BEARING

### (T)

TOTAL OF DIMENSIONS ALONG THIS LINE OR CURVE

### (M-M)

MONUMENT TO MONUMENT DIMENSIONS

### (...R#)

DIMENSION AS DESCRIBED IN RECORD

### EVAE

EMERGENCY VEHICLE ACCESS EASEMENT

### OSDR

OVERLAND STORM DRAINAGE EASEMENT

### SD

STORM DRAIN EASEMENT

### SSE

SANITARY SEWER EASEMENT

### SW

SIDEWALK EASEMENT

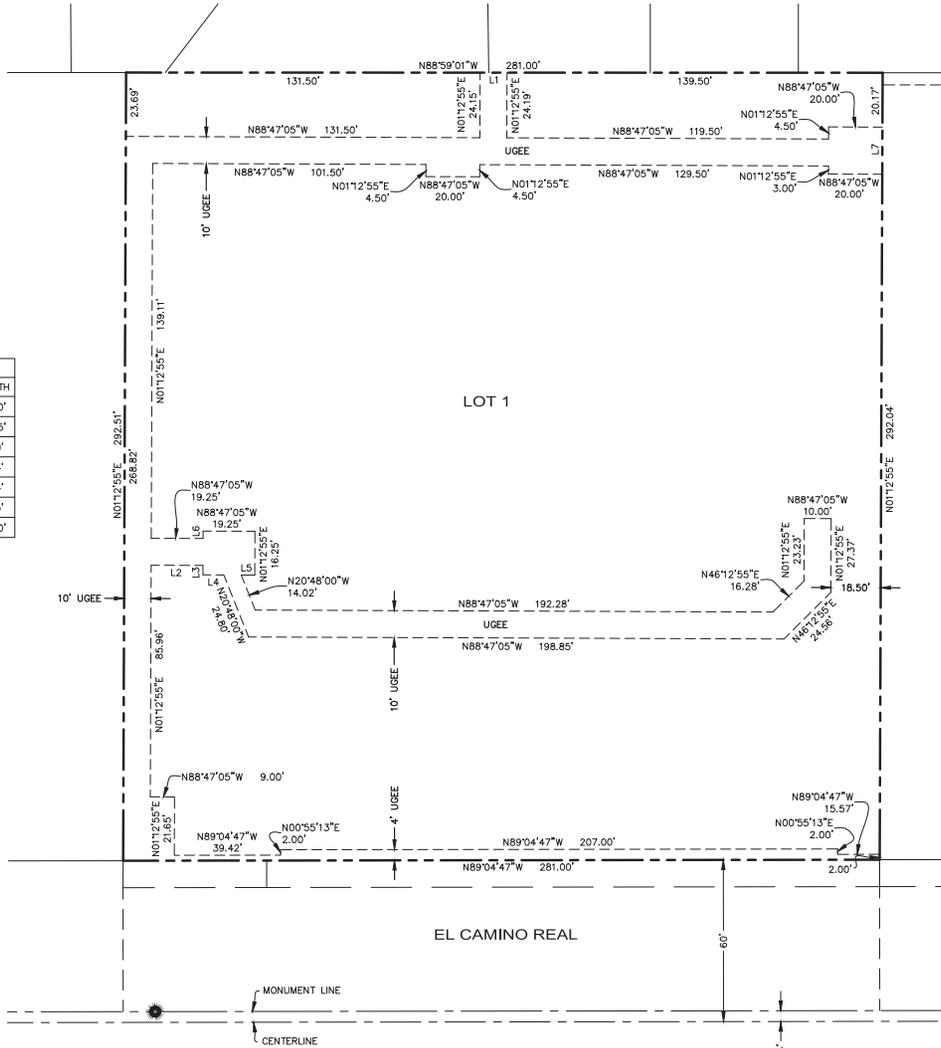
### UGEE

UNDERGROUND ELECTRICAL EASEMENT

### WLE

WATER LINE EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N88°59'01"W	10.00'
L2	N88°47'05"W	19.25'
L3	N1°12'55"E	3.50'
L4	N88°47'05"W	7.74'
L5	N88°47'05"W	5.04'
L6	N1°12'55"E	2.75'
L7	N1°12'40"E	17.50'





## Agenda Report

22-80

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

Action on Resolution Establishing the Political Campaign Voluntary Expenditure Limit and Campaign Contribution Limits for the November 8, 2022 Municipal Election

#### Council Pillar

Enhance Community Engagement and Transparency

#### BACKGROUND

The City of Santa Clara Political Campaign Finance Reform Act (the "Act"), codified in Chapter 2.130 of the Santa Clara City Code, established an initial limit for a candidate's voluntary campaign expenditures at \$25,000 for the November 2000 City election. The Act contains a cost-of-living adjustment using the index from the U.S. Department of Labor, Bureau of Consumers (CPI-U), San Francisco, Oakland, San Jose subgroup - all items ("CPI"), to be adjusted on an annual basis. The expenditure limit was last adjusted to \$46,420 based on CPI adjustments for city-wide contests and set a separate voluntary expenditure limit for district-based contests of \$25,000 by the City Council on May 12, 2020.

The Act also contains individual campaign contribution limits that were originally established at \$500 for candidates who accepted the voluntary expenditure limit and \$250 for those who did not. In 2014, the Act was amended to require that the applicable contribution limits also be adjusted by the CPI, rounded to the nearest ten-dollar figure. In 2020, the applicable contributions limits were adjusted to \$630 and \$310, respectively.

The Act was amended in May 2018 to provide maximum transparency to the voters of the City of Santa Clara about who is spending money on local campaigns and to create specific disclosure requirements for contributions to organizations that have historically refused to disclose contributions ("dark money"). The Act now includes mandatory disclosure of all contributions of one hundred dollars (\$100) or more to any organization that makes expenditures that affect or are intended to affect a local Santa Clara election to City office or for or against a local Santa Clara ballot measure. Contributions must be reported in the same manner as campaign contributions are required to be reported under SCCC [2.130.280 <http://www.codepublishing.com/CA/SantaClara/>](http://www.codepublishing.com/CA/SantaClara/).

#### DISCUSSION

Pursuant to City Code Section 2.130.050, the Council must adjust the contribution limits by Resolution. Accordingly, the attached Resolution has been prepared accounting for the cost-of-living adjustment applicable to the expenditure limit for the upcoming 2022 November General Municipal Election, which shall be set at \$47,580 for city-wide based contests and \$25,730 for district-based contests. This reflects a 2.90% increase, applying the annual CPI adjustment based on the month of April 2022. Similarly, the same CPI adjustments were calculated for the individual campaign

contributions. For candidates who accept the voluntary expenditure limit, the limit on individual campaign contributions shall be \$650 and for candidates who do not accept the voluntary expenditure limit, the limit on individual campaign contributions shall be \$320.

Pursuant to City Code section 2.130.050, the last day a campaign contribution may be deposited shall be eleven (11) calendar days before the election date (i.e., a Tuesday, November 8<sup>th</sup> election date would make Friday, October 28<sup>th</sup> the last day to deposit a contribution) and the last day a payment for campaign expenses may be made shall be the last day of the month following the election month (i.e., a November election would require that all campaign expenses be paid by December 31<sup>st</sup> - the last day of the month following the election month).

### **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**

There is no cost associated with this action other than staff time and expense.

### **COORDINATION**

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

### **RECOMMENDATION**

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

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

Reviewed by Hosam Haggag, City Clerk

### **ATTACHMENTS**

1. Resolution

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
ESTABLISHING THE POLITICAL CAMPAIGN VOLUNTARY  
EXPENDITURE LIMIT AND THE CAMPAIGN CONTRIBUTION  
LIMIT FOR THE NOVEMBER 8, 2022 GENERAL MUNICIPAL  
ELECTION**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, Chapter 2.130 (Political Campaign Finance Reform Act) of "The Code of the City of Santa Clara, California" (City Code) contains provisions (i) limiting the expenditure of campaign funds by the candidates and (ii) controlling the campaign contributions to candidates for elective office in the City of Santa Clara;

**WHEREAS**, Section 2.130.160 (Candidate acceptance or rejection of expenditure limits) of the City Code provided for an initial voluntary expenditure limit of \$25,000, but further provided that the \$25,000 limit was to be adjusted for the cost of living prior to each election. The expenditure limit was last adjusted to \$46,420 by the City Council on May 12, 2020;

**WHEREAS**, Section 2.130.050 (Limits on contributions from persons) of the City Code provided for an initial individual contribution limit of \$500 from any candidate that accepted the voluntary expenditure limit and \$250 for any candidate that did not. The contribution limit was last adjusted to \$630 and \$310, respectively; and

**WHEREAS**, contribution limits established by City Code shall be adjusted on an annual basis by a percentage equal to the Consumer Price Index for All Urban Consumers for the San Francisco Bay Area (CPI).

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. City Council sets the voluntary expenditure limit for the November 8, 2022 General Municipal Election to \$47,580 for citywide based contests and \$25,730 for district based contests.

3. City Council sets the individual campaign contributions based on CPI adjustments as

follows:

- \$650 for candidates who accept the voluntary expenditure limit
  - \$320 for candidates who do not accept the voluntary expenditure limit
4. The political campaign voluntary expenditure limit and campaign contribution limits established by Resolution No. 20-8843 (adopted May 12, 2020) are hereby repealed.
5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 19<sup>th</sup> DAY OF APRIL 2022, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
HOSAM HAGGAG  
CITY CLERK



## Agenda Report

22-179

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLAR

Enhance Community Sports, Recreational and Arts Assets

#### BACKGROUND

Westwood Oaks Park (Park), located at 460 La Herran Drive, was dedicated in 1961. The 1.75-acre neighborhood Park is bounded by La Herran Drive to the east and residential properties to the south, west and north. The existing Park contains a playground, perimeter pathway, open grass area, recreation building, restrooms, basketball court, picnic area with BBQ, landscaping and various park amenities.

Since 2014, the City has prioritized rehabilitation of older playgrounds to meet the Americans with Disabilities Act (ADA) and Consumer Product Safety Commission (CPSC) requirements, and improvement to meet new needs and funding guidelines. In 2017, the City's Facility Condition Assessment (Kitchell CEM) indicated that the current Park site and playground were in "critical" condition and the Park building was in "poor" condition. In the FY2021/22 Capital Improvement Project budget, funding in the amount of \$1,149,800 was allocated to Project 3136 Westwood Oaks Park Playground Rehabilitation Project (Project).

In July 2021, the City approved a contract in the amount of \$92,817 with Gates and Associates, Inc. (Consultant) to complete Project Phase 1 design work to complete a site assessment, develop a park-site Master Plan update, and solicit community input on the park update and preferred playground schematic design.

At the September 2021 Parks & Recreation Commission Meeting, the Consultant introduced the existing Park site conditions and the Project scope. The Commission reviewed the Project design principles which included: (a) understanding the current Park use, (b) implementing research based best practices for play and inclusionary/universal design, (c) accommodating additional community use, (d) addressing asset lifecycle maintenance and cost considerations, (e) supporting the City's sustainable and age-friendly facilities goals, (f) addressing adjacent property owner and street concerns where feasible, and (g) complying with potential playground equipment grant guidelines.

#### Community Input

On September 25, 2021 a community workshop was held at Westwood Oaks Park attended by over 50 persons which focused on the Park use, needs and possible playground themes. An online survey

conducted from September 22 through October 11, 2021 had 226 completed responses which provided over 11.3 hours of public comment. The top three Park elements used by the public are the loop path, play area, and quiet seating areas. The majority of respondents thought it was very important/important to renovate the playground (77%), to maintain the grass meadow (74%), to repair the loop path (66%), to upgrade the drinking fountain (58%), and to improve park lighting (55%), while a strong majority (66%) was very opposed/opposed to converting the basketball court into a pickleball court or another use. The public preferred a “tree house” themed play area.

At the November 2021 Commission Meeting, the Consultant reviewed the public input and presented the draft Westwood Oaks Park Master Plan Update. The presentation included three playground design options that meet the City Parks & Recreation Department’s design criteria, code compliance requirements, and the public input preferences. The Commission deferred making a recommendation to allow for further consideration and discussion of the play apparatus and elements offered by the three playground options.

Given the current environment of cost escalation and limited funding, several initially considered project items identified for renewal and replacement in the overall Park Master Plan Update (Attachment 1- slide 6) were placed on an “add/alternate list” for inclusion at bid award based on identification and allocation of additional funding. These include the play berm, arch swing, new planting areas, picnic tables, loop pathway and basketball court repair (Attachment 1 - slide 10). Other Park amenities, such as the restroom and recreation room renovation will be included in a future park renovation project, which is beyond the scope and funding allocated to the playground rehabilitation project (see Attachment 1 - slide 11).

## **DISCUSSION**

At the January 18, 2022 Commission Meeting, the Consultant provided the Commission with a detailed presentation comparing the features of three playground options that meet the project design principles and address the community input. The Commission preferred playground Option 3. The Commission unanimously recommended that Council approve the Westwood Oaks Master Plan Update and Preferred Playground Schematic Design (Attachment 1), and the Measure R Draft Ordinance (Attachment 2).

### **Measure R Compliance**

The approval of an update to the Westwood Oaks Site Plan may be subject to Measure R. In November 2016, voters passed Measure R, which added Section 714.1 Protection of Parkland and Public Open Space to the City Charter. Measure R prohibits selling, leasing, or otherwise disposing of parkland for a period of one hundred eighty (180) days or more, and also prohibits its use from changing, being abandoned, or discontinued without such sale, lease, disposal or changed use having first been authorized or ratified by a two-thirds majority vote of the electorate during a general municipal election for that purpose. Measure R also prohibits changes in park use for over 180 days without a majority vote of the electorate and substantial building, construction, reconstruction, or development upon dedicated parkland except pursuant to ordinance subject to referendum. The referendum process is set forth in the Elections Code.

The Westwood Oaks Park Master Plan Update and the proposed Playground Schematic Design, if approved, will include changes to the existing park that may be considered as “substantial building, construction, reconstruction, or development.” The approval of the proposed site Master Plan, playground Schematic Design, and any subsequent park rehabilitation of the restroom and recreation

building will require an ordinance in order to comply with Measure R. It does not include a sale, lease, disposal, or change in use requiring a majority vote of the electorate. Therefore, staff recommends that the Council approve the Westwood Oaks Master Plan Update, preferred playground Schematic Design and introduce an ordinance to ensure compliance with Measure R. The ordinance will be introduced tonight and return to Council at a second meeting for adoption in accordance with City Charter sections 808 and 812.

### **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to the following sections of the CEQA Guidelines:

- Section 15302 (Class 2 - Replacement or Reconstruction), in that the project would replace and reconstruct existing facilities on the same site and with substantially the same purpose and capacity as the structure replaced. The proposal would replace the existing loop path and site paving, which is in a degraded condition, with a new loop path and paving of equivalent capacity. In addition, the proposal would repair and renovate the existing half basketball court without expanding its capacity.
- Section 15303 (Class 3 - New Construction or Conversion of Small Structures), in that the project will construct limited numbers of new, small facilities or structures and equipment. The proposal would expand the existing playground area by approximately 3000 square feet and put new playground equipment in the existing park.
- Section 15304 (Class 4 - Minor Alterations to Land), and 15304(b) (Class 4(b) - replacement of existing landscaping with water efficient landscaping), in that the project would make minor alterations in the condition of land, water and/or vegetation which do not involve the removal of healthy, mature scenic trees, and would include the replacement of existing conventional landscaping with water efficient landscaping. The proposal would remove the unhealthy eucalyptus trees and entry trees that have structural issues and present safety concerns, and replace them with drought-tolerant species.
- Section 15311 (Class 11 - Accessory Structures), in that the project would construct or replace minor structures accessory to existing commercial, industrial, or institutional facilities (including publicly owned parks). The project would replace existing playground equipment and construct new playground equipment at the existing park. In a future phase, the project would construct or replace the existing restroom and recreation room to meet ADA, code and program requirements.
- Section 15269(c), actions taken to prevent or mitigate an emergency. Several of the trees onsite are in a compromised structural condition, and numerous limbs have already fallen from those trees. The immediate removal of the trees is necessary for public health, safety, and welfare.

### **FISCAL IMPACT**

The Capital Improvement Project budget for FY2021/22 includes an allocation in the amount of \$1,149,800 for Project 3136 Westwood Oaks Park Playground Rehabilitation. The Project Phase 1 scope's budget in the amount of \$92,819 included community input, survey, Master Plan Update and development of the preferred playground schematic design. The Project Phase 2 scope's budget in the amount of \$1,056,981 will include design development, public bid, construction, project administration, permitting including mobilization, general conditions, bonding, escalation, insurance,

and City Project administration, based upon the approved playground Schematic Design.

The preferred playground Schematic Design (Attachment 2) base bid project elements are within the estimated construction budget of \$641,981, with a budget contingency of \$51,359 (8%) and construction contingency of \$96,297 (15%) for total in the amount of \$850,625. Given the current environment of supply constraints, labor and construction cost escalation, several of the aged park assets and infrastructure identified for renewal and replacement at Westwood Oaks Park have been placed onto an "add/alternate" list including the play berm, arch swing, planting area, picnic tables, loop pathway and basketball court. This add/alternate scope will be included in the Project only if construction bids are less than engineer's estimate, or additional funds estimated at this time to be in the amount of approximately \$1M are allocated at time of construction award. If unfunded, the design elements will be left for a future phase of park rehabilitation along with renovation of the restroom and recreation building.

Westwood Oaks Park maintenance and operations activities are included in the Parks & Recreation Department's operating budget.

### **COORDINATION**

This Project is being coordinated with the Department of Public Works, City Attorney's Office, Finance Department and the Parks & Recreation Department.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Cynthia Bojorquez, Assistant City Manager

### **ATTACHMENTS**

1. Westwood Oaks Master Plan Update and Preferred Playground Schematic Design
2. Measure R Draft Ordinance



# **Council Meeting**

**Westwood Oaks Park  
Master Plan Update and  
Preferred Playground  
Schematic Design, and  
Measure R Ordinance**

**April 19, 2022**



# Background

- Council Goal: Enhance community sports, recreational and arts assets
- Capital Improvement Project #3136
- July 2021 – Design Contract
- September 21, 2021 – PRC #1
- September 24, 2021 – Online Survey
- September 25, 2021 – On-site Meeting
- November 16, 2021 – PRC #2
- January 18, 2022 – PRC #3
- April 19, 2022 – Council Review/Approval





# Westwood Oaks Park Rehabilitation Project - Design Guidelines

- Incorporate Community Input: Preference for Tree themed playground
- Integrate proposed park amenities with existing park features, trees and landscaping
- Support the City's sustainability and age-friendly goals
- Buffer adjacent neighbors from park use impacts
- Use research-based best practices: include all elements of play at beginner, intermediate and advanced levels, implement inclusion/universal design, accommodate added capacity
- Consider asset lifecycle maintenance costs
- Satisfy playground equipment grant guidelines





# Community Input - Sept. 2021 - Jan. 2022

## **Favorite Existing Park Amenities:**

- Loop Path
- Play Area
- Quiet Seating Area

## **Preferred Park Improvements:**

- Renovate and Expand Playground
- Maintain Grass Meadow
- Repair Loop Path
- Upgrade Drinking Fountain
- Improve Park Lighting

## **Park visit frequency:**

- Very Frequently – 2+ times a week
- Frequently – 1 time a week

## **Preferred Playground Theme:**

- Tree House
- Option 3 design & play elements



# Westwood Oaks Park – Master Plan Update

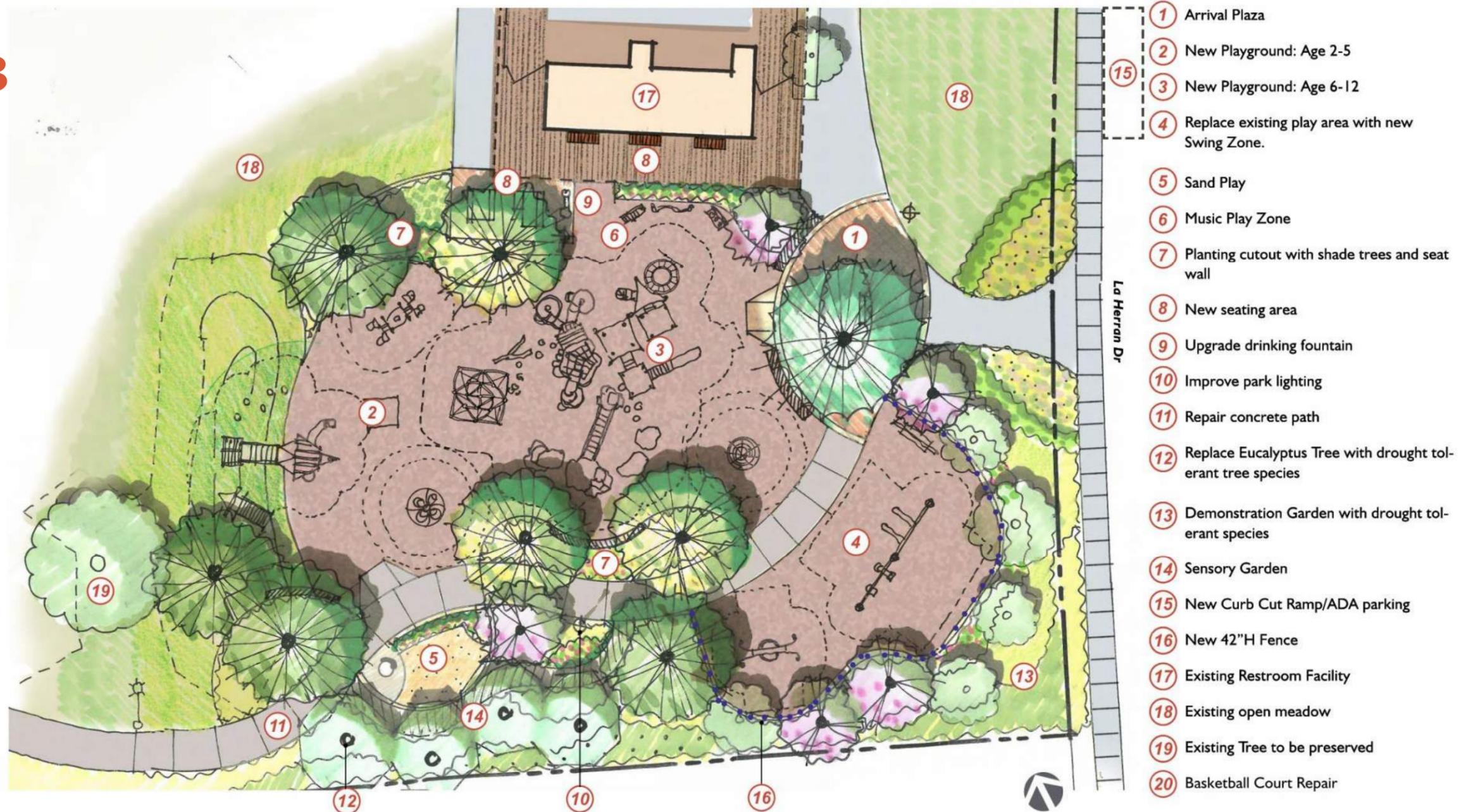


- 1 New arrival Plaza with Specimen Tree
- 2 New Play Area (6,000 SF +/-)
- 3 Re-configured berm as part of the play area
- 4 New Sand Play
- 5 New Seating Node & Upgraded Drinking Fountain/  
New Post Top Light
- 6 New Seat Wall
- 7 New Curb Cut ramp/ADA Parking
- 8 New Demonstration Garden with Drought Tolerant Species
- 9 Replace Existing Eucalyptus Trees with Drought-Tolerant Tree Species
- 10 Maintain Existing Multi-Use Meadow/ Existing Lawn
- 11 Repair Loop Path
- 12 Improve Park Lighting
- 13 Retain/Repair Existing Picnic Area With ADA Table Added
- 14 Renovate Half Basketball Court
- 15 New Driveway Cut
- 16 New Fitness Station
- 17 Existing Trees to be Preserved
- 18 Repair Existing Fence
- 19 Seating Node
- 20 Drought Tolerant/Sensory Garden
- 21 Future Recreation Building Replacement
- 22 Future Restroom Replacement



# Preferred Playground Schematic Design

## Option 3





# Park & Playground Rehabilitation Project 3136

**Full Scope**

**Est. Cost=  
\$1.905M**

 Scope Area



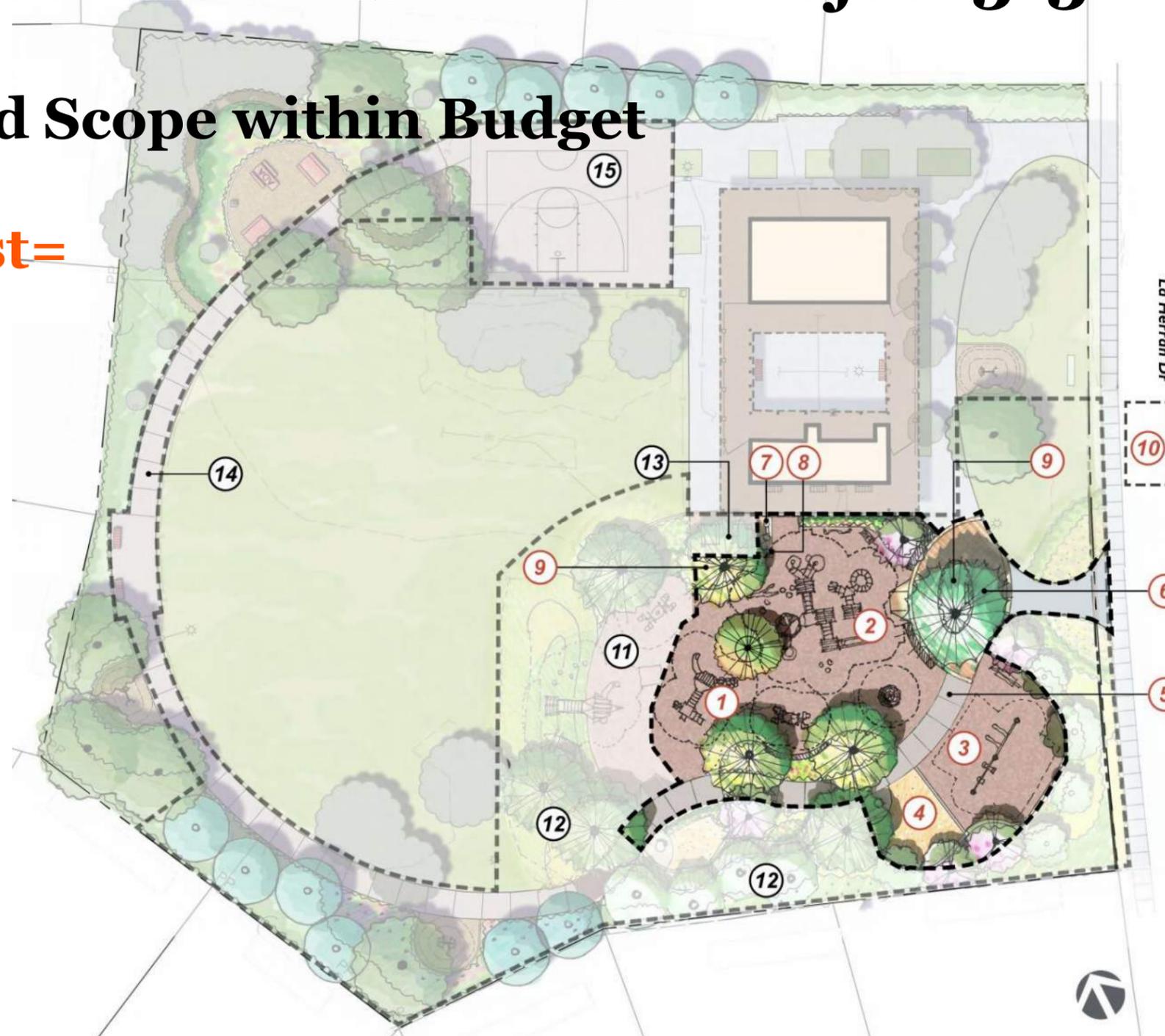
- ① Arrival Plaza
- ② New Playground: Age 2-5
- ③ New Playground: Age 6-12
- ④ Replace existing play area with new Swing Zone.
- ⑤ Sand Play
- ⑥ Music Play Zone
- ⑦ Planting cutout with shade trees and seat wall
- ⑧ New seating area
- ⑨ Upgrade drinking fountain
- ⑩ Improve park lighting
- ⑪ Repair concrete path
- ⑫ Replace Eucalyptus Tree with drought tolerant tree species
- ⑬ Demonstration Garden with drought tolerant species
- ⑭ Sensory Garden
- ⑮ New Curb Cut Ramp/ADA parking
- ⑯ New 42"H Fence
- ⑰ Existing Restroom Facility
- ⑱ Existing open meadow
- ⑲ Existing Tree to be preserved
- ⑳ Basketball Court Repair



# Playground Rehabilitation Project 3136

## Reduced Scope within Budget

**Est. Cost=  
\$0.85M**



### Scope within Budget (Est. Constr. \$0.85M)

- ① Age 2-5 play equipment
- ② Age 6-12 play equipment
- ③ Swing Zone
- ④ Sand Play
- ⑤ New Pedestrian Pathway
- ⑥ Arrival Node
- ⑦ Drinking Fountain
- ⑧ Site Lighting
- ⑨ Planting Area
- ⑩ New Curb Cut Ramp/ADA parking



# Playground Rehabilitation Project – Add/Alternate Items



## Add/Alternate Items (Est. Constr.)

-  **(11)** Additional Play Area (\$0.596M)
-  **(12)** New Planting Area (\$0.150M)
-  **(13)** Picnic Tables (\$0.015M)
-  **(14)** Loop Path Repair (\$0.162M)
-  **(15)** Basketball Court Repair(\$0.131M)



# Playground Rehabilitation Project– Scope within Budget

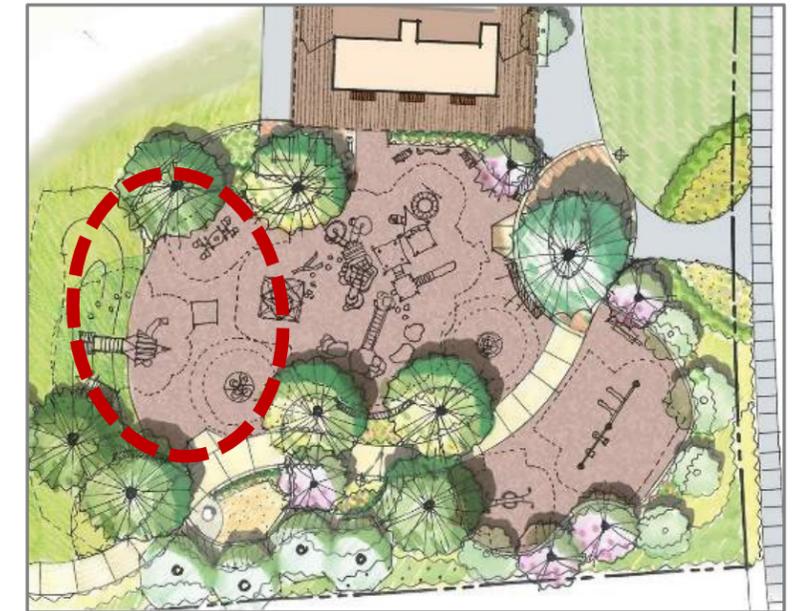


## **Scope within Budget** (Est. Constr. \$0.85M)

- ① Age 2-5 play equipment
- ② Age 6-12 play equipment
- ③ Swing Zone
- ④ Sand Play
- ⑤ New Pedestrian Pathway
- ⑥ Arrival Node
- ⑦ Drinking Fountain
- ⑧ Site Lighting
- ⑨ Planting Area
- ⑩ New Curb Cut Ramp/ADA parking



# Preferred Playground Schematic Design - Ages 2-5





# Preferred Playground Schematic Design - Ages 6-12





# Preferred Playground Schematic Design – Swing Zone





# Elements of Play

Elements of Play	Ages 2-5	Level of Play	Proposed Capacity	Ages 6-12	Level of Play	Proposed Capacity	TOTAL PROPOSED CAPACITY	EXISTING CAPACITY
Balancing	7	B=1 I=5 A=1	9	12	B=3 I=8 A=1	15	24	4
Sliding	2	B=1 I=1 A=0	2	4	B=1 I=1 A=2	8	10	4
Brachiating	0	B=0 I=0 A=0	0	2	B=0 I=1 A=1	4	4	2
Spinning	2	B=1 I=1 A=0	19	2	B=1 I=1 A=0	19	38	2
Climbing	4	B=2 I=1 A=1	8	11	B=1 I=6 A=5	53	61	9
Swinging	4	B=3 I=1 A=0	9	8	B=3 I=3 A=2	13	22	2
Sensory	8	B=8 I=0 A=0	21				21	
<b>TOTAL:</b>	<b>27</b>		<b>68 + Free Play</b>	<b>47</b>		<b>112 + Free Play</b>	<b>180 + Free Play</b>	<b>23 + Free Play</b>
<b>Inclusive Play Elements</b>				<b>14</b>	<b>B=5 I=6 A=3</b>	<b>30 (including ages 2-5 and 6-12)</b>	<b>30</b>	

Level of play: B – Beginner; I – Intermediate; A – Advanced



# Recommendation

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SANTA CLARA,  
CALIFORNIA, APPROVING THE WESTWOOD OAKS PARK  
MASTER PLAN UPDATE IN ACCORDANCE WITH CITY  
CHARTER SECTION 714.1**

**BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the Westwood Oaks Park (“Park”), located at 460 La Hernan Drive was dedicated as 1.75 acres of parkland (APN 316-12-001) on November 19, 1961;

**WHEREAS**, in 2018 the Facility Condition Index Report rated the Park site as “critical”, the building as “poor”, and the playground was given a rating of “D”;

**WHEREAS**, the Park was prioritized for rehabilitation and funding for the Westwood Oaks Park Playground Rehabilitation Project #3136 (“Project”) was approved by Council in the City’s Biennial Capital Improvement Program (CIP) FY2020/21 and FY2021/22;

**WHEREAS**, the Park Master Plan Update will include renovation, expansion, relocation, new construction, and preservation of existing park amenities;

**WHEREAS**, the voters of the City of Santa Clara passed Measure R in 2016, which added section 714.1 to the City Charter, which prohibits substantial building, construction, reconstruction, or development of parks and recreation facilities except pursuant to ordinance subject to referendum;

**WHEREAS**, the Park Project improvements constitutes as substantial building, construction, reconstruction and/or development, and is subject to Measure R; and,

**WHEREAS**, the City Council desires to approve the Park Project improvements by ordinance in accordance with City Charter section 714.1.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**SECTION 1:** That the City Council hereby approves the building, construction, reconstruction and/or development in accordance with the Westwood Oaks Park Master Plan Update and the Playground Schematic Design, attached hereto and incorporated by this reference, and in accordance with City Charter section 714.1.

**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:** This Ordinance shall not be codified in the Santa Clara City Code.

**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 XX day of XXXXXX, 2022, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Westwood Oaks Park Master Plan Update
2. Playground Schematic Design



## Agenda Report

22-65

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

Action on 2022 Legislative Advocacy Positions

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

On October 9, 2018, Council adopted Resolution No. 18-8611 to approve a Legislative Advocacy Position (LAP) Policy (Attachment 1). The purpose of the LAP Policy is to establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, State, and federal levels of government and to provide guidance for City officials who serve on regional, State, and national boards, committees, and commissions when they are asked to review public policy matters and issues. The LAP Policy requires Council to adopt or update the LAPs at the beginning of the calendar year to identify specific legislative priorities outside of the legislative guiding principles listed below:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara
- Protect local revenue sources and prevent unfunded mandates
- Protect and/or increase funding for specific programs and services
- Protect and/or increase local government discretion
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan

Staff is presenting 10 2022 LAPs for the Council's consideration. If approved, staff and the City's legislative consultant, Townsend Public Affairs, LLC (Townsend), will use these LAPs to track, monitor and advocate for legislation that is consistent with the City's outlined priorities and provide quarterly legislative updates to the Council on those efforts as required by the LAP Policy.

#### DISCUSSION

In late 2021 and January 2022, Townsend conducted legislative briefings with staff and Councilmembers to provide updates on current state and federal legislative activity and to identify legislative priorities for 2022. The proposed 2022 LAPs reflect staff and Councilmembers' feedback and will provide guidance during a legislative year that is anticipated to be busy with policy changes and new opportunities for local government.

In Sacramento, 2022 marks the second of the two-year legislative session. Much of January was spent addressing legislation that was introduced, but not advanced in 2021. A few high-profile bills

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were considered as two-year bills, but most legislation that will be considered in 2022 will be new bill introductions. Members of the Legislature introduced 2,150 new bills for consideration in 2022. Below are issues that are areas of focus for the upcoming legislative session:

### COVID-19 Legislation

The 2021 session produced a number of bills aimed at reducing the economic impacts of COVID on California's most vulnerable residents and ensuring that essential functions of government could be held remotely. Of note was the passage of AB 361 (R. Rivas), which created criteria for state and local governing bodies to hold remote meetings under modified Brown Act standards. While the passage of Brown Act modification legislation was beneficial as local governments grappled with the need to social distance, its implementation was quick and is likely to need reform if applied to future emergencies. Other bills, such as AB 1944, were introduced and would allow modifications to the Brown Act beyond the state of emergency.

In addition to updates related to remote meetings legislation, there were a number of bills introduced related to the ongoing pandemic. This included legislation allowing or restricting personal belief exemptions, mandating vaccinations for unvaccinated individuals, and further legislation for COVID-related leave from work. Additionally, there is legislation on issues such as outdoor dining, modifications of liquor licenses to allow for to-go cocktails, and assistance for hard hit industries such as restaurants and live entertainment venues.

### Public Safety

Following the death of George Floyd and the civil unrest that ensued, it became apparent early on that 2021 would be the year for the Legislature to prioritize public safety reform legislation. The session produced a reform package that included changes to police immunity standards and a de-certification process, the release of records related to officers engaging in unreasonable or excessive force and creating a robust curriculum for young officers entering the police force.

There is still an appetite for a continued focus on public safety heading into 2022. In recent months, organized retail theft has dominated conversations related to public safety reform. In response to this, the Governor and the Attorney General unveiled a comprehensive public safety package that addresses organized retail theft, gun reform, and transnational drug trafficking.

With regard to upcoming gun safety measures, the Governor officially announced that he will be working with the Legislature in 2022 to limit the sale of assault weapons and "ghost guns" in the state. Additionally, the Legislature has introduced bills related to recent voter initiatives that modified thresholds for non-violent crimes, such as petty theft and shoplifting.

### Housing and Land Use

Similar to public safety legislation, the Legislature in 2021 was dedicated to implementing top-down housing and land-use reform, with the passage of bills like SB 9 and SB 10 which may lead to increased development throughout the state. In addition, the Legislature passed bills like AB 215 (Chiu) which increases the enforcement authority within the Housing and Community Development Department (HCD) when it comes to pursuing legal action against local governments deemed noncompliant with their housing production goals.

This year, the Administration and Legislature will focus on the relationship between climate action and housing policy, meaning housing production and density that is both sustainable and reduces

sprawl could overlap with areas of the state susceptible to natural disaster. This has materialized into bills that increase density, particularly around transit corridors.

In addition, bills similar to AB 1401 (Friedman), which did not survive the legislative process in 2021, are have reemerged under new bill numbers. AB 1401 would have prohibited public agencies from imposing or enforcing minimum parking requirements on developments near public transit.

### State Budget

The state budget, and more specifically how to invest what is expected to be a sizeable budget surplus, will be a key issue for the first half of the legislative session. Governor Newsom introduced his January Budget proposal early last month, which contains a projected \$45 billion budget surplus. The Governor's budget proposal includes a total of \$213 billion in proposed general fund spending focused on the areas of COVID response, climate adaptation, addressing the rising cost of living, reducing homelessness, and increasing public safety. Due to the economic uncertainty brought about by the Omicron variant, the Administration has proposed the bulk of their new proposals as one-time funding and has been hesitant to establish new ongoing programs.

The Legislature has begun to conduct budget hearings and will continue to do so over the next several months, where they will consider the Governor's proposals and incorporate their own spending priorities. The Legislature will likely want to be more aggressive than the Administration when it comes to establishing new programs and fully utilizing the state's budget surplus. However, no significant budget action is likely to occur until after the Governor issues his May Revise, as that is when the State will have a better understanding of the level of revenue that can be anticipated for the budget year.

The Council approved 12 LAPs in 2021, 10 of which have been updated to reflect current stances on key policy issues and prepare for the 2022 legislative session. In general, the LAPs have been reformatted to group Support, Oppose, and Monitor positions together. Additionally, the position statements within the 2021 School Mitigation Fees and Engagement with Federal Aviation Administration Regarding Airplane Noise LAPs have been consolidated into the proposed 2022 Housing and Regional Issues and Collaboration LAPs, respectively. Staff recommends that Council approve the proposed 2022 LAPs (Attachment 2) to provide staff and Townsend with direction on 2022 legislation.

The 2022 LAPs are summarized below:

### **Broadband, Cable Services, and Wireless Facilities (*previously titled Local Authority over Wireless Telecommunications Facilities and Cable Services*)**

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights-of-way. Over the past several years, actions by federal and state lawmakers have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of "shot clocks" requiring local agencies to complete review of projects within a specified time period.

Additionally, through the Federal Communications Commission's proposed rulemaking, there have been efforts in recent years to address whether local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. The City has its own government access

channel (Santa Clara City Television on Comcast cable channel 15 and AT&T U-verse 99), which may be negatively impacted by such rulings and similar legislation and activities. Santa Clara City Television is used to provide important information to the public, such as live and recorded airings of Council meetings, City special events, programs, and public service announcements.

The 2021 version of this LAP contained the following positions:

- Support efforts to increase access to broadband, while ensuring the placement and installation of needed equipment does not undermine local permitting authority and does not pose an undue nuisance for residents, efforts to provide for local control of permitting wireless telecommunications and non-cable services facilities in the public-right-of-way, and legislation that provides opportunity for public input on the placement of wireless telecommunications facilities;
- Oppose efforts to limit the amount of time, or scope, of local review of the placement of wireless facilities; and
- Monitor legislation related to distributed energy generation via back-up power at wireless telecommunications facilities.

Recommended Updates: Staff recommends updating the title of this LAP to capture broadband issues and to remove a position to oppose federal or state efforts to preempt local authority of the placement of wireless telecommunication facilities so the City doesn't lose its control to permit non-publicly owned infrastructure, and expanding one of the existing support broadband accessibility positions to include underserved urban communities.

### **COVID-19 Legislation**

The City continues to closely monitor county, state and federal COVID-19 related orders and legislation to see how they apply to Santa Clara. City resources and personnel are working to continue to safely provide services and provide assistance to individuals and businesses that have been negatively impacted by the pandemic, complying with the requirements for social distancing and self-quarantining/isolating, and focusing on economic recovery.

The 2021 version of this LAP contained the following positions:

- Support efforts to provide direct relief funding to local jurisdictions, especially small and medium-sized cities, which can be utilized in response to the COVID-19 pandemic, including to offset lost revenue, temporary suspension of certain time-specific statutory and requirements, federal and state efforts to help mitigate the economic impacts from the coronavirus on the City's businesses and residents, public health efforts to help mitigate the spread of COVID-19, efforts to assist small businesses, tenants, and landlords through eviction moratoriums, and other assistance programs during the pandemic, and efforts to establish protocols and provide funding that will allow schools to resume in-person instruction in a safe manner; and
- Oppose efforts to shift responsibility, to the City, of programs that have traditionally been carried out, or funded, by federal, state, or county governments.

Recommended Updates: Staff recommends updating this LAP to expand some of the existing positions to capture funding for reimbursement for local jurisdictions' incurred costs and to include

support for flexibility and public health efforts like encouraging residents to receive approved vaccinations.

### **Energy Legislation, Regulations and Issues**

The City's electric utility, Silicon Valley Power (SVP) has a mission to be a progressive, service-oriented utility, offering reliable, competitively priced services for the benefit of Santa Clara and its customers. Additionally, SVP has an adopted Strategic Plan that is intended to address the challenges facing the utility over a ten-year period. This LAP works to further the objectives outlined in the Strategic Plan, complements the other LAPs adopted by the City, and ensures that the City can provide safe, reliable, and affordable energy to ratepayers, while operating in an environmentally and fiscally conscious manner.

The 2021 version of this LAP contained the following positions:

- Support policies that will help ensure that transmission level Public Safety Power Shut-offs (PSPS) events do not unnecessarily burden local communities that are dependent on investor owned utility (IOU) transmission infrastructure, legislation that would provide local public agencies with financial resources to prepare for, and mitigate the impacts from, planned power outage events, efforts to align wildfire-related liability with fault, safeguarding public utility customers against exorbitant rate increases when their utility acts prudently, and transitioning from diesel backup generators to battery based generators;
- Monitor PG&E's rate-making and regulatory activities to ensure it meets its obligations and agreements and advocate for changes that would mitigate adverse impacts to SVP and other publicly owned utilities (POUs), and development of new market initiatives from state and regional grid operators which may result in new energy-related products and changes to electric grid operations and advocate for changes that would benefit or protect SVP ratepayers;
- Monitor and participate with federal, state and local governments and stakeholders in the development of new regulations and advocate for changes that enhance system reliability and mitigate operational and ratepayer impacts; and
- Monitor and support transmission related activities focusing on enhancing the reliability and deliverability of clean energy resources and advocating for greater transparency and assurance that transmission access charges are allocated equitably between the various beneficiaries.

Recommended Updates: Staff recommends updating this LAP to move the position on transitioning from diesel generators to the proposed 2022 Sustainability and Environmental Protection LAP, where it has been broadened to capture other environmentally sustainable options.

### **Housing**

The City is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation. The City is monitoring potential measures imposed at the State or regional level that can reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance

common goals across multiple jurisdictions, but is also aware that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of accountability to localized circumstances.

The 2021 version of this LAP contained the following positions:

- Advocate for more state and federal resources (e.g., funding, legal authority, technical support, streamlining administrative processes) to address local housing needs;
- Support legislation and efforts that provide resources to address the needs of the most vulnerable residents through shelter, supportive housing, and homelessness prevention services, efforts to collaborate with County, local jurisdictions, business sector, non-profit and philanthropic partners to leverage available resources and bring in new funding streams to expand the reach of the supportive housing system, efforts to collaborate with the County, local jurisdictions, the business sector, efforts to preserve and strengthen the low-income housing tax credit program and federal exemptions for private activity bonds, legislation preserving and expanding, federal tax exemptions for state and local taxes and maintaining federal tax exemptions for mortgage interest payments on primary residences; legislation that provides local jurisdictions with authority over land use decisions and fully incorporates the involvement of local community members and an understanding of the conditions unique to the community, and efforts to streamline California Environmental Quality Act provisions to facilitate the production of affordable housing and reduce delays due to unmerited litigation; and
- Oppose measures that reduce local control and are punitive in nature; and efforts to reduce federal funding for federal entitlement programs that are used to promote affordable housing, rehabilitate substandard housing, build new park facilities, provide neighborhood improvements, and fund public services.

Recommended Updates: Staff recommends updating the LAP to include positions that were previously included in the 2021 School Mitigation Fees LAP, including a monitor position on legislation related to zoning and development of housing in Very High Fire Hazard Severity Zones, and expanding the existing oppose position on measures that reduce local control to make some clarifications.

### **Human Resources and Public Sector Employment**

The City of Santa Clara provides a myriad of services to the community, including Police, Fire, Public Works, Electric Utility, Planning, Parks and Recreation, and Library Services. The City employs over 1,100 part-time/seasonal and full-time employees that provide these and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City.

The 2021 version of this LAP contained the following positions:

- Support efforts to preserve local government's ability to manage its own employment issues, working with City bargaining units in finding solutions to address the service delivery needs of the community while being mindful of the City's revenue, expenditures, and recruitment and retention of the City's workforce, efforts to increase the long-term financial stability of CalPERS, federal and state efforts to create a more informed, engaged, and welcoming

experience for immigrants, comprehensive immigration reform which provides opportunities to achieve economic and educational success and contribute to our community, an increase in work visas allowing employers to hire foreign workers that require advanced technical skills, as well as support programs that stimulate the economy through job creation and capital investment by foreign investors, and efforts that protect children, including undocumented children, with the continuation of the Deferred Action for Childhood Arrivals (DACA) Program and the Dream Act; and

- Oppose new federal or state unfunded mandates that would increase the City's post-employment obligations.

Recommended Updates: There are no substantial updates aside from reformatting this LAP.

### **Public Safety**

As a City that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allowed for the best quality of life. The City believes that crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors. At the same time, the City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics, such as gun violence, gang activity, alcohol and tobacco use, driver and bicycle safety, and driving under the influence, are equally important.

As the State and region continues to experience civil unrest and an unprecedented number of natural and man-made disasters, the City recognizes the importance of a comprehensive risk management approach to emergency preparedness.

The 2021 version of this LAP contained the following positions:

- Support legislation that seeks to impose stricter gun violence laws and/or requires the safe storage of unattended firearms, legislation that toughens penalties for chronic criminals, efforts to reduce the list of who can seek early parole and re-classify some theft crimes from misdemeanors to felonies by reforming AB 109, Proposition 47, and Proposition 57, expansion on the number of crimes where DNA is collected, legislation that preserves or expands funding levels for public safety programs, services and equipment, legislation that addresses crime trends and attempts to curb illegal activity, efforts to test speed enforcement cameras and corresponding legislation, legislation that identifies new funding sources for fire and law enforcement agencies to promote public safety, wellness and employee training, legislation that recognizes the importance of developing a comprehensive risk management approach to emergency preparedness, fire prevention, fire suppression, and emergency medical services, legislation that provides funding for emergency preparedness, legislation that expands the implementation and testing of emergency alerts, legislation that will enhance public safety professionals' ability to respond to all types of emergencies and communicate within and across jurisdictions, measures that aim to return revenue generated from the enforcement of crimes back to the originating agency to sustain their efforts, local regulation of Unmanned Aircraft Systems (UAV), legislation that aims to support individuals in crisis, comprehensive preparedness strategy to respond to civil unrest with input from emergency responders and allied stakeholders for local response, more funding for mental health and substance abuse, training of public safety to handle mental health issues, and background checks and training

requirements for gun sales; and

- Oppose public safety legislation that imposes unfunded mandates on local agencies for new programs or increased service levels.

Recommended Updates: Staff recommends updating this LAP to include a position to support the inclusion of stipends, reimbursement and/or allocation associated with new legislation that increases data collection and reporting, broadening the support position for funding to include reimbursement of administrative costs associated with grant implementation, record keeping and reporting, including organized retail thefts as a crime trend that needs to be addressed, consolidating the support positions for background checks and training requirements for gun sales with an existing position concerning gun safety, and consolidating the support positions for training public safety to handle mental health issues with an existing support position for funding mental health and substance abuse.

### **Regional Issues and Collaboration**

While the City of Santa Clara is unique in many ways, it experiences many of the same issues that other cities in the region experience. As described in other LAPs, the City works closely with other jurisdictions to address a variety of issues that impact residents and businesses in the San Francisco Bay Area, such as affordable housing, transportation, water conservation, and airplane noise. The City recognizes the importance of regional collaboration and participates in various regional organizations to not only advance the City's goals but to contribute to regional work efforts.

The 2021 version of this LAP contained the following positions:

- Contribute to, and support the efforts of, regional organizations such as Santa Clara County Cities Association, Silicon Valley Economic Development Alliance, and the Santa Clara/Santa Cruz Airport Community Roundtable to advance regional goals;
- Support federal and state legislation to provide funding for regional solutions to problems, such as housing, homelessness, emergency response, water supply and resiliency, and transportation; and
- Monitor regional issues and new legislation to ensure that they benefit the region and its residents.

Recommended Updates: Staff recommends updating this LAP to include the positions that were previously included in the 2021 Engagement with the Federal Aviation Administration Regarding Airplane Noise LAP since airplane noise is a regional issue.

### **Sustainability and Environmental Protection (*previously titled Sustainability and Environmental Legislation, Regulations and Issues*)**

The City of Santa Clara is committed to creating a sustainable city for its residents and businesses. The City strives to conduct its operations in a way that is environmentally conscious and promotes sustainability. The City is dedicated to collaborating with regional stakeholders to improve the air quality, water quality, and overall environmental quality of life for the residents and businesses of the City. Interest in sustainability and environmental issues, at both the State and federal levels, will likely result in new legislation and regulation changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents and businesses.

The 2021 version of this LAP contained the following positions under many areas of interest:

- California Environmental Quality Act Reform: Support opportunities to further reform the California Environmental Quality Act process that support greater efficiency and transparency and alignment with objective environmental goals while protecting local land use authority.
- Clean Energy and Energy Conservation: Monitor legislation related to energy related issues including renewable energy, energy efficiency and conservation, resiliency, smart grid solutions, energy storage, distributed energy and transportation electrification; support California Energy Commission (CEC) and California Public Utilities Commission (CPUC) to accelerate building and transportation decarbonization in the 2022 Title 24 part 6 (CalGreen) code; advocate for goals and policies that remain technology agnostic and commercially available, and avoid policies that choose specific technologies or energy procurement mandates that can lead to increased customer costs while discouraging innovation, and legislation that removes barriers to the electrification of buildings and transportation and legislation that provides regulatory streamlining of reporting and other actions that also preserves local decision-making authority.
- Contaminants of Emerging Concern: Monitor legislation and water quality regulations related to contaminants of emerging concern.
- Green House Gas (GHG) Emission Reductions: Monitor legislation that may have a regional and local impact on greenhouse gas emissions and advocate for effective and equitable approaches to emission reduction; support a comprehensive approach to climate policy that optimizes GHG reductions across multiple sectors; and advocate for the flexibility to optimize the portfolio of GHG emission reduction opportunities identified in the City's Climate Action Plan.
- Per- and Poly-fluoroalkyl Substances (PFASs): Monitor research and regulations on PFASs and their impacts on the environment, drinking water, and firefighting foam.
- Prohibition of Oil Drilling off the California Coast: Oppose federal or state efforts to permit additional oil drilling off the California coast.
- Recycling and Solid Waste Diversion: Monitor legislation and regulatory efforts related to recycling and solid waste and advocate for legislation and regulations that enable mixed waste processing and composting to remain viable pathways for waste compliance.
- Sanitary Sewer Overflows (SSOs): Support legislation and regulatory efforts that aid the City's Pretreatment Program, Fats, Oils & Grease (FOG) Inspection Program, and Operations and Maintenance of the sanitary sewer collections system.
- South Bay Salt Ponds Restoration Project: Track the progress of the South Bay Salt Ponds Restoration Project and its proximity and potential impacts to the Regional Wastewater Facility.
- South San Francisco Bay Shoreline Study: Track the progress of the South Bay Shoreline Study and support associated regional resiliency planning efforts to ensure that Santa Clara's infrastructure and community assets are considered and protected.
- Storm Drains: Support urban runoff pollution regulations, water conservation and recycling, and pollution controls that benefit the City.
- Vegetation and Forest Management: Support legislation, regulations, and funding to strengthen forest management and fire prevention activities and improve emergency preparedness and response.

- Wastewater Regulation: Monitor legislation and regulations related to the National Pollutant Discharge Elimination System and the San Jose/Santa Clara Regional Wastewater Facility (RWF) and support efforts that are attainable and reflect local conditions and circumstances.
- Water Sustainability: Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.
- Work from Home Policies: Support Work from Home Policies.

Recommended Updates: Staff recommends updating the LAP title to reflect the environmental protections that the positions are trying to achieve and including/updating the following positions under the respective area of interest:

- Clean Energy and Energy Conservation: Include “Support transitioning from diesel backup generators to battery-based or other environmentally sustainable backup generators technology as appropriate” position, which was previously included in the 2021 Energy Legislation, Regulations and Issues LAP and has been broadened to capture other sustainable options; and expand the support position for CEC and CPUC to include consideration of cost effectiveness studies.
- Green House Gas (GHG) Emission Reductions: Include “Support legislation that provides residents and businesses with incentives for undertaking decarbonization activities, such as replacing aging heat pumps, hot water heaters, and appliances.”
- Per- and Poly-fluoroalkyl Substances (PFASs): Expand existing position to include support funding for treatment.
- Recycling and Solid Waste Diversion: Include “Support efforts to streamline permitting and construction of compost and other facilities that enable jurisdictions to comply with SB 1383 and efforts to broaden procurement requirements for local jurisdiction to comply with SB 1383.”
- South Bay Salt Ponds Restoration Project: Expand to include support for regional planning and funding efforts.
- South San Francisco Bay Shoreline Study: Expand to include support for funding efforts.
- Storm Drains: Include “Support legislation and regulatory efforts that enable the City to collect fees to support the storm drain collection system.”
- Vegetation and Forest Management: Consolidate existing position statements on mitigating wildfires.
- Wastewater Regulation: Expand to include oppose statement to non-sustainable and effects that don’t reflect local conditions and circumstances.
- Water Sustainability: Include “Support legislation and funding related to recycled water state, regional, and local efforts to reduce imported water supplies and supplant the use of potable water and preserve local groundwater supplies.”
- Telework Policies: Update existing position to reflect equitable language and its sustainability goal.

Staff also recommends moving the following positions to other LAPs that more appropriately reflect the issues:

- “Monitor legislation related to vehicle miles traveled, in lieu of level of service, in relation to transportation impacts of projects” to the 2022 Transportation Issues LAP, where it has been

broadened to capture recent legislation on speed limits.

- “Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.” to the 2022 Water Supply and Conservation LAP.

### **Transportation Issues (previously titled *Regional Transportation Issues*)**

The City works with the federal government, state government, and regional stakeholders to ensure that residents and businesses have access to traditional modes of transportation and promote alternative modes that would alleviate traffic congestion and pollution. Additionally, it is important for the City’s transportation network to continue to evolve to best serve the future needs of the community.

The 2021 version of this LAP contained the following positions:

- Support legislative, regulatory, and regional efforts to reduce the amount of traffic congestion on area freeways and County expressways, legislation that provide funding for diverse transportation projects, such as local streets and roads improvements, public transit, bicycle and pedestrian projects, intelligent transportation system improvements, corridor capacity improvements, and highway interchange improvements, efforts to ensure accountability and fairness during the implementation of regional transportation ballot measures, and regional efforts that will alleviate traffic congestion and promote alternative modes of transportation that benefit Santa Clara residents and businesses and that support the City’s commitment to environmental sustainability;
- Oppose efforts to reduce local government access to SB 1 local streets and roads funding; and
- Monitor efforts to place regional transportation funding measures on the ballot for consideration by voters.

Recommended Updates: Staff recommends updating the LAP title to capture all transportation issues, rather than those that previously focused on the region, and updating this LAP to include the following positions:

- “Monitor legislation related to local operations and regulation of municipal roadways, shared mobility permitting/operation in municipalities, and how municipalities study traffic congestion or vehicle miles traveled to measure transportation impacts of projects” (Note, a less expansive form of this position was previously included in the 2021 Sustainability and Environmental Legislation, Regulations and Issues LAP); and
- “Oppose efforts to reduce the City’s representation on regional transportation planning agencies.”

Additionally, staff recommends including “railroad crossing improvements” as an area to support funding for; and removing a “Promote incentives to work from home” position, which is already reflected in the proposed 2022 Sustainability and Environmental Protections LAP.

### **Water Supply and Conservation (previously titled *Regional and State-wide Water Supply and Conservation*)**

The City of Santa Clara operates 26 wells that tap the underground aquifers and make up about 62%

of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Water Recycling (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 19% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City.

The 2021 version of this LAP contained the following positions:

- Support and implement water conservation measures for businesses and residents including state regulatory efforts which build on ongoing efforts to “make water conservation a California way of life”;
- Support regional water conservation including potable and recycled water supply efforts in cooperation with key partner agencies, efforts to establish alternative funding sources for water infrastructure and improved water quality projects, state and regional efforts to deliver water to Santa Clara customers using clean energy and other environmentally sustainable practices, legislation and funding to protect the health of children who might be exposed to lead in drinking water at school facilities, and legislation with regional partners that allows purified recycled water to be added to the potable water supply through indirect and direct applications that improve local water resiliency;
- Monitor federal, state, and regional activity related to the Bay-Delta Plan and support a comprehensive Bay-Delta watershed voluntary settlement agreement between stakeholders that includes San Francisco Public Utilities Commission; and
- Oppose legislative efforts to impose new taxes or fees on drinking water.

Recommended Updates: Staff recommends updating the LAP title to reflect all water supply and conservation efforts and updating this LAP to include a position to work with regional partners to retain the reliability of the water supply and water sustainability which was previously included in the 2021 Sustainability and Environmental Legislation, Regulations and Issues LAP.

## **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

## **FISCAL IMPACT**

The City has an existing three-year agreement with Townsend Public Affairs for state and federal legislative advocacy services in an amount not-to-exceed \$252,000, which includes conducting detailed orientations and developing and implementing a legislative strategy at no additional cost as part of the City’s monthly fee. Funding for FY 2021/22 is included in the Adopted Budget. Funding for

future fiscal years is subject to annual appropriation of funds.

### **COORDINATION**

This report was coordinated with Townsend and the City Attorney's Office. The LAPs were coordinated with Townsend, Silicon Valley Power and the City's Sustainability Manager, Chief Emergency Services Officer, and Community Development, Fire, Human Resources, Police, Public Works, and Water and Sewer Utilities Departments.

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Adopt the 2022 Legislative Advocacy Positions on Broadband, Cable Services, and Wireless Telecommunications Facilities; COVID-19 Legislation; Energy Legislation, Regulations and Issues; Housing; Human Resources and Public Sector Employment; Public Safety; Regional Issues and Collaboration; Sustainability and Environmental Protection; Transportation Issues; and Water Supply and Conservation; or
2. Do not adopt the 2022 Legislative Advocacy Positions on Broadband, Cable Services, and Wireless Telecommunications Facilities; COVID-19 Legislation; Energy Legislation, Regulations and Issues; Housing; Human Resources and Public Sector Employment; Public Safety; Regional Issues and Collaboration; Sustainability and Environmental Protection; Transportation Issues; and Water Supply and Conservation.

### **RECOMMENDATION**

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

Prepared by: Christine Jung, Assistant to the City Manager  
Approved by: Office of the City Manager

### **ATTACHMENTS**

1. Legislative Advocacy Position Policy
2. 2022 Legislative Advocacy Positions - Clean
3. 2022 Legislative Advocacy Positions - Redlines



## **LEGISLATIVE ADVOCACY POSITION POLICY**

**PURPOSE**

To establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

**POLICY**

To attain a comprehensive review of legislation affecting cities, to obtain the Council position on proposed legislation, to make the City's position known, and to maintain a record of pertinent information, the following guidelines shall be followed.

All legislative reviews are to be made on the basis of the effect on the City and citizens as a whole, and taking into account existing City positions, policies, or goals, rather than on the individual's personal feelings.

The guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Annually, Legislative Advocacy Positions (LAP) shall be adopted or updated by the City Council at the beginning of the calendar year to identify specific legislative priorities outside of the legislative guiding principles listed above and posted on the City's website.

**PROCEDURE  
FOR  
EVALUATING  
AND  
SUPPORTING  
LEGISLATIVE  
ADVOCACY**

Legislation and issues of interest are brought to the City's attention through several means: the League of California Cities, the National League of Cities, the Cities Association of Santa Clara County, Council Members, city staff, citizens, and professional or governmental organizations and legislators. All legislation or issues of interest are to be referred to the City Manager's Office.

1. City Manager's Office (CMO) reviews the proposed legislation and, if warrants, requests assistance from one or more departments.

## **LEGISLATIVE ADVOCACY POSITION POLICY (cont.)**

2. CMO/Department evaluates the bill for its impact upon Santa Clara, recommends a position and potential action, and drafts a position statement or support/opposition letter.
3. If Council has previously adopted a policy directly relevant to the legislation or the proposed legislation is generally consistent with the City's overall guiding principles for legislative advocacy or LAP, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the city as further detailed below.
4. If a Council policy relative to the legislation does not exist, the issue is politically controversial, or there is significant local interest in the issue, the proposed legislation including a recommendation to support, remain neutral, or not support the legislation is brought to Council for consideration.
5. Letters and other communications expressing the City's position on legislation will customarily bear the signature of the Mayor in accordance with City Charter Section 704.2 – 704.3. If the legislation's principal impact affects the City's operation, the communication may be signed by the City Manager.
6. In order to keep the Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items in the Council Meeting Agendas.
7. Staff will provide and/or coordinate quarterly legislative updates on public policy items of interest to Council and departments.

**RESOLUTION NO. 18-8611**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
ADOPTING A LEGISLATIVE ADOVACY POSITION POLICY AND  
RESCINDING COUNCIL POLICY 018 POSITION ON NON-CITY-  
RELATED ISSUES**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, establishing a Legislative Advocacy Position Policy will provide guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government; and,

**WHEREAS**, establishing a Legislative Advocacy Position Policy will provide guidance for City officials who serve on regional, state, and national boards, committees, and commission when they are asked to review public policy matters and issues; and,

**WHEREAS**, the Legislative Advocacy Position Policy, attached hereto as Attachment 1, will expedite and streamline the City of Santa Clara's legislative advocacy processes.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the Legislative Advocacy Position Policy, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

2. That Council Policy 018 Position on Non-City-Related Issues is hereby rescinded.

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3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 9<sup>th</sup> DAY OF OCTOBER, 2018, BY THE FOLLOWING VOTE:

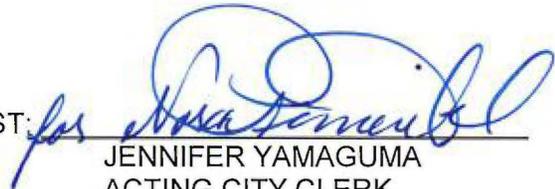
AYES: COUNCILORS: Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



JENNIFER YAMAGUMA  
ACTING CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Legislative Advocacy Position Policy



### **BROADBAND, CABLE SERVICES, AND WIRELESS TELECOMMUNICATIONS FACILITIES**

#### Overview

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights of way. Over the past several years, actions by federal and state lawmakers have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of “shot clocks” requiring local agencies to complete review of projects within a specified time period.

Additionally, through the Federal Communications Commission’s proposed rulemaking, there have been efforts in recent years to address whether local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. The City has its own government access channel (Santa Clara City Television on Comcast cable channel 15 and AT&T U-verse 99), which may be negatively impacted by such rulings and similar legislation and activities. Santa Clara City Television is used to provide important information to the public, such as live and recorded airings of Council meetings, City special events, programs, and public service announcements.

#### Guiding Principles

The City of Santa Clara’s guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City’s Statement of Values, the General Plan, or the Climate Action Plan.

#### Legislative Advocacy Position

The City believes that it should maintain local authority over the placement of wireless telecommunications facilities, in order to ensure that a balance is reached between the infrastructure needs and the needs of the community. As such, the City:

- Supports efforts to increase access to broadband, including in underserved urban communities, while ensuring the placement and installation of needed equipment does not undermine local permitting authority and does not pose an undue nuisance for residents.
- Supports efforts to provide for local control of permitting wireless telecommunications and non-cable services facilities in the public-right-of-way.
- Supports legislation that provides opportunity for public input on the placement of wireless telecommunications facilities.
- Opposes efforts to limit the amount of time, or scope, of local review of the placement of wireless facilities.

- Monitors legislation related to distributed energy generation via back-up power at wireless telecommunications facilities.



## **COVID-19 LEGISLATION**

### Overview

The outbreak of a respiratory illness caused by a novel coronavirus commonly known as COVID-19, has spread globally since it was first identified in 2019, resulting in the coronavirus pandemic. The first case in the United States was announced on January 21, 2020. Since then, there has been much effort at the local, state and federal levels of government to stop the spread of the disease. Additionally, the state and federal governments have been working to provide economic relief to individuals, businesses, and local and state governments that have been impacted by COVID-19-related disruptions.

The City of Santa Clara proclaimed a local state of emergency on March 11, 2020 and continues to closely monitor county, state and federal orders, guidance and legislation to see how they apply to Santa Clara. City resources and personnel are working to continue to safely provide services to residents and businesses, while navigating the response necessary to contain the COVID-19 outbreak, providing assistance to individuals and businesses that have been negatively impacted by the pandemic, complying with the requirements for social distancing and self-quarantining/isolating, and focusing on economic recovery.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities' and National League of Cities' positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to adequately protect the community's public health and safety and promote the economic recovery for those impacted by the COVID-19 pandemic, the City of Santa Clara:

- Supports efforts to provide direct relief funding to local jurisdictions, especially small and medium-sized cities, which can be utilized in response to the COVID-19 pandemic, including offsetting lost revenue and reimbursing incurred costs.
- Supports the temporary suspension of certain time-specific statutory and meeting requirements and flexibility to adjust city services as needed to mitigate any future outbreaks.
- Supports federal and state efforts to help mitigate the economic impacts from the coronavirus on the City's businesses and residents.
- Supports public health efforts and resources to help mitigate the spread of COVID-19, including providing access to personal protective equipment and encouraging residents to receive approved COVID-19 vaccinations.

- Supports efforts to assist small businesses, tenants, and landlords through eviction moratoriums, and other assistance programs during the pandemic. These efforts should consider the needs of all stakeholders, including tenants, landlords, and those with unstable housing situations.
- Supports efforts to establish protocols and provide funding that continue to allow schools to resume in-person instruction in a safe manner.
- Opposes efforts to shift responsibility, to the City, of programs that have traditionally been carried out, or funded, by federal, state, or county governments.



## **ENERGY LEGISLATION, REGULATIONS AND ISSUES**

### Overview

The City's electric utility, Silicon Valley Power (SVP) has a mission to be a progressive, service-oriented utility, offering reliable, competitively priced services for the benefit of Santa Clara and its customers. Additionally, SVP has an adopted Strategic Plan that is intended to address the challenges facing the utility over a ten-year period. The Strategic Plan contains over thirty strategic initiatives in four distinct areas: Utility Performance Excellence; Customer Engagement and Satisfaction; Progress and Innovation Focus; and Community and Environmental Stewardship. The Legislative Advocacy Position works to further the objectives outlined in the Strategic Plan, and complements the other Legislative Advocacy Positions adopted by the City.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure the City can provide safe, reliable, and affordable energy to ratepayers, while operating in an environmentally and fiscally conscious manner, the City will:

- Support policies that will help ensure that transmission level Public Safety Power Shut-offs (PSPS) events do not unnecessarily burden local communities that are dependent on investor owned utility (IOU) transmission infrastructure.
- Support legislation that would provide local public agencies with financial resources to prepare for, and mitigate the impacts from, planned power outage events.
- Support efforts to align wildfire-related liability with fault, safeguarding public utility customers against exorbitant rate increases when their utility acts prudently.
- Monitor PG&E's rate-making and regulatory activities to ensure it meets its obligations and agreements and advocate for changes that would mitigate adverse impacts to SVP and other publicly owned utilities (POUs).
- Monitor the development of new market initiatives from state and regional grid operators which may result in new energy-related products and changes to electric grid operations. Staff will advocate for changes that would benefit or protect SVP ratepayers.
- Monitor and participate with federal, state and local governments and stakeholders in the development of new regulations and advocate for changes that enhance system reliability and mitigate operational and ratepayer impacts.

- Monitor and support transmission related activities focusing on enhancing the reliability and deliverability of clean energy resources and advocating for greater transparency and assurance that transmission access charges are allocated equitably between the various beneficiaries.



## **HOUSING**

### Overview

The lack of affordable housing in the State and region continues to have an increasingly profound impact on the City of Santa Clara. In January 2019, Santa Clara County conducted its biennial Point-in-Time Count and found that there were over 9,700 individuals were living on the streets, in shelters, or in transitional housing across the county, reflecting a more than 200% increase in the homeless population over a two-year period. As cities across the state struggle to address the growing affordable housing and homelessness crisis as housing prices continue to soar, housing continues to be a key legislative priority for the State Legislature and regional agencies.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

The City of Santa Clara is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation.

The City is concerned about potential measures imposed at the State or regional level that reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance common goals across multiple jurisdictions, but is also aware that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of accountability to localized circumstances.

In an effort to achieve these goals, the City will:

- Advocate for more state and federal resources (e.g., funding, legal authority, technical support, streamlining administrative processes) to address local housing needs.
- Support legislation and efforts that provide resources to address the needs of the most vulnerable residents through shelter, supportive housing, and homelessness prevention services.

- Support efforts to collaborate with the State, County, local jurisdictions, business sector, non-profit, and philanthropic partners to leverage available resources and bring in new funding streams to expand the reach of the supportive housing system.
- Support federal efforts to preserve and strengthen the low-income housing tax credit program and federal tax exemptions for private activity bonds.
- Support legislation preserving and expanding, federal tax exemptions for state and local taxes, including state and local property, sales, and income taxes, and maintaining federal tax exemptions for mortgage interest payments on primary residences.
- Support legislation that provides local jurisdictions with authority over land use decisions and fully incorporates the involvement of local community members and an understanding of the conditions unique to the community.
- Support efforts to streamline California Environmental Quality Act provisions to facilitate the production of affordable housing and reduce delays due to unmerited litigation.
- Support provisions to allow school districts to effectively mitigate the impacts of new development, including the ability to consider increasing the allowable school mitigation fee level.
- Support efforts to increase and index school mitigation fee rates to more realistically reflect current school facility costs.
- Oppose measures that reduce local control over land use and planning decisions and are punitive in nature towards local government.
- Oppose efforts to reduce federal funding for federal entitlement programs that are used to promote affordable housing, rehabilitate substandard housing, build new park facilities, provide neighborhood improvements, and fund public services.
- Monitor legislation related to the zoning and development of housing in Very High Fire Hazard Severity Zones.



## **HUMAN RESOURCES AND PUBLIC SECTOR EMPLOYMENT**

### Overview

The City of Santa Clara provides a myriad of services to the community, including Police, Fire, Public Works, Electric Utility, Planning, Parks and Recreation, and Library Services. The City employs over 1,100 part-time/seasonal and full-time employees that provide these and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure that the City can compete with other local municipalities, and the private sector, to attract, hire and retain a talented workforce, the City:

- Supports efforts to preserve local government's ability to manage its own employment issues, including, but not limited to, hiring, evaluating, disciplining, and negotiating collective bargaining agreements.
- Supports working with City bargaining units in finding solutions to address the service delivery needs of the community while being mindful of the City's revenue and expenditures, and recruitment and retention of the City's workforce.
- Supports efforts to increase the long-term financial stability of CalPERS.
- Supports federal and state efforts to create a more informed, engaged, and welcoming experience for immigrants.
- Supports comprehensive immigration reform which provides opportunities to achieve economic and educational success and contribute to our community.
- Supports and increase in work visas allowing employers to hire foreign workers that require advanced technical skills, as well as support programs that stimulate the economy through job creation and capital investment by foreign investors.

- Supports efforts that protect children, including undocumented children, with the continuation of the Deferred Action for Childhood Arrivals (DACA) Program and the Dream Act.
- Opposes new federal or state unfunded mandates that would increase the City's post-employment obligations.



## **PUBLIC SAFETY**

### Overview

As a city that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allows for the best quality of life. The City believes that crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors. At the same time, the City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics, such as gun violence, gang activity, alcohol and tobacco use, pedestrian, driver and bicycle safety, and driving under the influence, are equally important.

As the State and region continues to experience civil unrest and an unprecedented number of natural and man-made disasters, the City recognizes the importance of a comprehensive risk management approach to emergency preparedness.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to maintain public health and safety, and promote the best quality of life, the City will:

- Support legislation that seeks to impose stricter gun violence laws and/or requires the safe storage of unattended firearms, including background checks and training requirements for gun sales.
- Support legislation that toughens penalties for chronic criminals.
- Support efforts to reduce the list of who can seek early parole and re-classify some theft crimes from misdemeanors to felonies by reforming Assembly Bill 109 (approved by the Legislature in 2011), Proposition 47 (approved by voters in 2014) and Proposition 57 (approved by voters in 2016).
- Support the expansion of the number of crimes where DNA is collected, a list that was limited when some crimes were reclassified from felonies to misdemeanors.
- Support legislation that preserves, or expands, funding levels for public safety programs, services, reimbursement of administrative costs associated with grant implementation, record keeping and reporting, and equipment, such as the Edward Byrne Memorial Justice Assistance Grants.

- Support legislation that addresses crime trends and attempts to curb illegal activity, including but not limited to, illegal street racing and sideshow activity, thefts from automobile burglaries, and organized retail thefts, all of which are growing trends in our region.
- Support efforts to test speed enforcement cameras and corresponding legislation to mitigate traffic-related injuries and deaths.
- Support legislation that identifies new funding sources for fire and law enforcement agencies to promote public safety, wellness and employee training.
- Support legislation that recognizes the importance of a comprehensive risk management approach to emergency preparedness, fire prevention, fire suppression, and emergency medical services.
- Support legislation that provides funding for emergency preparedness, including community risk reduction strategies like community education programs (e.g., CERT, CPA), staff training, interagency cooperation, and enhanced equipment and technology.
- Support legislation that expands the implementation and testing of emergency alert systems.
- Support legislation that enhances public safety professionals' ability to respond to all types of emergencies and communicate within and across jurisdictions.
- Support measures that aim to return revenue generated from the enforcement of crimes back to the originating agency to sustain their efforts.
- Support the local regulation of Unmanned Aircraft Systems (UAVs), including the right to authorize use of UAVs by public safety agencies and the right to restrict or prohibit UAV use that interferes with, or poses a threat to, emergency operations or public safety.
- Support legislation that aims to assist individuals in crisis, including those who may be homeless, be the victim of human trafficking, domestic violence victims and survivors, and other vulnerable populations.
- Support legislation and efforts that recognizes the importance of developing a comprehensive preparedness strategy (e.g. mutual aid, unified command, interoperability, cyber disobedience, critical infrastructure, social media, etc.) to respond to civil unrest with input from emergency responders and allied stakeholders for local response.
- Support more training and funding for law enforcement, and non-law enforcement, response to individuals experiencing mental health and substance abuse issues.
- Support the inclusion of stipends, reimbursement and/or allocation associated with new legislation that increases data collection and reporting, particularly when there is a need for specialized software or equipment to do so.
- Oppose public safety legislation that imposes unfunded mandates on local agencies for new programs or increased service levels.



## **REGIONAL ISSUES AND COLLABORATION**

### Overview

While the City of Santa Clara is unique in many ways, it experiences many of the same issues that other cities in the region experience. The City works closely with other jurisdictions to address a variety of issues that impact residents and businesses in the San Francisco Bay Area, such as affordable housing, transportation, water conservation, and airplane noise.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

The City recognizes the importance of regional collaboration and, as such, the City:

- Contributes to, and support the efforts of, regional organizations such as Santa Clara County Cities Association, Silicon Valley Economic Development Alliance, and the Santa Clara/Santa Cruz Airport Community Roundtable to advance regional goals that benefit the San Francisco Bay Area/Silicon Valley.
- Supports federal and state legislation to provide funding for regional solutions to problems, such as housing, homelessness, emergency response, water supply and resiliency, and transportation.
- Continues to support regional efforts to work with local agencies and federal representatives to mitigate the effects of aircraft noise.
- Supports efforts to engage local public agencies, and members of the community, prior to any changes in flight paths, or airport operations, that may impact surrounding areas.
- Supports legislation that provides funding to assist with the mitigation of impacts from aircraft noise.
- Monitors regional issues and new legislation to ensure that they benefit the region and its residents.



## **SUSTAINABILITY AND ENVIRONMENTAL PROTECTION**

### Overview

The City of Santa Clara is committed to creating a sustainable city for its residents and businesses. The City strives to conduct its operations in a way that is environmentally conscious and promotes sustainability. The City is dedicated to collaborating with regional stakeholders to improve the air quality, water quality, and overall environmental quality of life for the residents and businesses of the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

There continues to be a strong interest in sustainability and environmental issues at both the state and federal levels which will likely result in new legislation and regulatory changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents and businesses through the following:

- Support opportunities to further reform the California Environmental Quality Act process to achieve greater efficiency, transparency, and alignment with objective environmental goals, while protecting local land use authority.
- Support energy goals and policies that remain technology agnostic and commercially available, and oppose policies that choose specific technologies or energy procurement mandates that can lead to increased customer costs while discouraging innovation.
- Support legislation that removes barriers to the electrification of buildings and transportation, as well as legislation that provides regulatory streamlining of reporting and other actions that preserve local decision-making authority.
- Support a comprehensive approach to climate policy that optimizes GHG reductions across multiple sectors (transportation, electricity, buildings, etc.).
- Advocate for the flexibility to optimize the portfolio of GHG emissions reduction opportunities identified in the City's Climate Action Plan and includes, but not limited to, new renewable energy and storage procurement, water conservation and energy efficiency, smart grid solutions, increase waste diversion, sustainable land use, increase tree canopy, building decarbonization, transportation electrification among other actions in the portfolio.

- Support efforts to streamline permitting and construction of compost and other facilities that enable jurisdictions to comply with SB 1383 and efforts to broaden procurement requirements for local jurisdiction to comply with SB 1383.
- Support legislation and funding related to recycled water state, regional, and local efforts to reduce imported water supplies and supplant the use of potable water and preserve local groundwater supplies.
- Support legislation and regulatory efforts that aid the City's Pretreatment Program, Fats, Oils & Grease (FOG) Inspection Program, and Operations and Maintenance of the sanitary sewer collections system.
- Support urban runoff pollution regulations, water conservation and recycling, and pollution controls that benefit the City.
- Support legislation and regulatory efforts that enable the City to collect fees to support the storm drain collection system.
- Support legislation, regulations, and funding to strengthen forest management and fire prevention activities and improve emergency preparedness and response. These include, but are not limited to, the modernization of vegetation and forest management practices for wildfire prevention and carbon sequestration and biomass production for energy, forest thinning, and other activities to improve the health of forests damaged by infestation of bark beetles, plant pathogens, drought, or other hazards that exponentially increase wildfire dangers.
- Support California Energy Commission (CEC) and California Public Utilities Commission (CPUC) to accelerate building and transportation decarbonization in the 2022 Title 24 part 6 (CalGreen) code with consideration of cost effectiveness studies.
- Support telework policies that reduce carbon emissions and traffic congestion.
- Support transitioning from diesel backup generators to battery-based or other environmentally sustainable backup generators technology as appropriate.
- Support legislation that provides residents and businesses with incentives for undertaking decarbonization activities, such as replacing aging heat pumps, hot water heaters, and appliances.
- Oppose federal or state efforts to permit additional oil drilling off the California coast.
- Monitor energy related legislation including but not limited to that which impacts renewable energy, energy efficiency and conservation, resiliency, smart grid solutions, energy storage, distributed energy and building and transportation electrification.
- Monitor legislation that may have a regional and local impact on greenhouse gas (GHG) emissions and advocate for effective and equitable approaches to emissions reduction.
- Monitor legislation and water quality regulations related to contaminants of emerging concern.
- Monitor research and regulations on Per-and Poly-fluoroalkyl Substances (PFASs) and their impacts on the environment, drinking water, and firefighting foam, and advocate for funding for treatment of PFASs.
- Monitor legislation and regulatory efforts related to recycling and solid waste and advocate for legislation and regulations that enable mixed waste processing and composting to remain viable pathways for waste compliance.
- Monitor legislation and regulations related to the National Pollutant Discharge Elimination System and support efforts that are attainable and reflect local conditions and circumstances and oppose those that do not.

- Monitor legislation and regulations related to the San Jose/Santa Clara Regional Wastewater Facility (RWF), and support efforts related to the National Pollutant Discharge Elimination System. The RWF is regulated by the National Pollutant Discharge Elimination System permit under the Clean Water Act administered by San Francisco Bay Regional Water Quality Control Board. New regulations are focused on Contaminants of Emerging Concern, Toxicity, and Nutrient Reduction.
- Track the progress of the South Bay Salt Ponds Restoration Project and its proximity and potential impacts to the Regional Wastewater Facility, which Santa Clara jointly owns with the City of San Jose, and support regional planning and funding efforts.
- Track the progress of the South San Francisco Bay Shoreline Study and support associated regional resiliency planning and funding efforts to ensure that Santa Clara's infrastructure and community assets are considered and protected as the Bay Area plans and constructs resiliency projects.



## **TRANSPORTATION ISSUES**

### Overview

The City of Santa Clara believes that a robust transportation network, and related infrastructure, is a critical element to a successful and thriving community. The City works with the federal government, state government, and regional stakeholders to ensure that residents and businesses have access to traditional modes of transportation and promote alternative modes to alleviate traffic congestion and pollution. Additionally, it is important for the City's transportation network to continue to evolve to best serve the future needs of the community. To that end, local efforts are underway to promote and provide funding for alternative modes of transportation, such as updates to the City's Traffic Impact Fee program, the City's Multimodal Improvement Plan, Bicycle Master Plan Update 2018, Pedestrian Master Plan, and Creek Trail Network Expansion Master Plan. Additionally, City staff is working with other transportation agencies to support their significant regional projects, including BART Phase II (VTA), Caltrain Electrification and Caltrain Business Plan, and the High Speed Rail project.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

To ensure that the City and greater region are able to meet the current transportation needs of the community and plan for future needs, the City is advocating for the following-positions:

- Support legislative, regulatory, and regional efforts to reduce the amount of traffic congestion on area freeways and County expressways.
- Support legislation and efforts that provide funding for diverse transportation projects, such as local streets and roads improvements, public transit, railroad crossing improvements, bicycle and pedestrian projects, intelligent transportation system improvements, corridor capacity improvements, and highway interchange improvements.
- Support efforts to ensure accountability and fairness during the implementation of regional transportation ballot measures.
- Support regional efforts that will alleviate traffic congestion and promote alternative modes of transportation that benefit Santa Clara residents and businesses and that support the City's commitment to environmental sustainability.
- Oppose efforts to reduce the City's representation on regional transportation planning agencies.
- Oppose efforts to reduce local government access to SB 1 local streets and roads funding.

- Monitor efforts to place regional transportation funding measures on the ballot for consideration by voters.
- Monitor legislation related to local operations and regulation of municipal roadways, shared mobility permitting/operation in municipalities, and how municipalities study traffic congestion or vehicle miles traveled to measure transportation impacts of projects.



## **WATER SUPPLY AND CONSERVATION**

### Overview

The City of Santa Clara operates 26 wells that tap the underground aquifers and make up about 62% of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Recycled Water (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 19% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure that the City is able to maintain an affordable and reliable supply of quality water, the City maintains the following advocacy positions:

- Support and implement water conservation measures for businesses and residents including state regulatory efforts which build on ongoing efforts to "make water conservation a California way of life."
- Support regional water conservation including potable and recycled water supply efforts in cooperation with agencies such as Santa Clara Valley Water District, City of San Jose, San Francisco Public Utilities Commission (SFPUC), and the Bay Area Water Supply and Conservation Agency.
- Support efforts to establish alternative funding sources for water infrastructure and improved water quality projects.
- Support state and regional efforts to delivery water to Santa Clara customers using clean energy and other environmentally sustainable practices.
- Support legislation and funding to protect the health of children who might be exposed to lead in drinking water at school facilities.

- Support legislation with regional partners that allows purified recycled water to be added to the potable water supply through indirect and direct applications that improve local water resiliency for residents and businesses.
- Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.
- Monitor federal, state, and regional activity related to the Bay-Delta Plan. Support a comprehensive Bay-Delta watershed voluntary settlement agreement between stakeholders that includes SFPUC.
- Oppose legislative efforts to impose new taxes or fees on drinking water.



**LOCAL AUTHORITY OVER BROADBAND, CABLE SERVICES, AND WIRELESS  
TELECOMMUNICATIONS FACILITIES AND CABLE SERVICES**

Overview

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights of way. Over the past several years, actions by federal and state lawmakers have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of “shot clocks” requiring local agencies to complete review of projects within a specified time period.

Additionally, through the Federal Communications Commission’s proposed rulemaking, there have been efforts in recent years to address whether local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. The City has its own government access channel (Santa Clara City Television on Comcast cable channel 15 and AT&T U-verse 99), which may be negatively impacted by such rulings and similar legislation and activities. Santa Clara City Television is used to provide important information to the public, such as live and recorded airings of Council meetings, City special events, programs, and public service announcements.

Guiding Principles

The City of Santa Clara’s guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City’s Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

The City believes that it should maintain local authority over the placement of wireless telecommunications facilities, in order to ensure that a balance is reached between the infrastructure needs and the needs of the community. As such, the City:

- Supports efforts to increase access to broadband, including in underserved urban communities, while ensuring the placement and installation of needed equipment does not undermine local permitting authority and does not pose an undue nuisance for residents.
- ~~Opposes federal or state efforts to preempt local authority of the placement of wireless telecommunication facilities.~~
- Supports efforts to provide for local control of permitting wireless telecommunications and non-cable services facilities in the public-right-of-way.
- Supports legislation that provides opportunity for public input on the placement of wireless telecommunications facilities.

- Opposes efforts to limit the amount of time, or scope, of local review of the placement of wireless facilities.
- Monitors legislation related to distributed energy generation via back-up power at wireless telecommunications facilities.



## **COVID-19 LEGISLATION**

### Overview

The outbreak of a respiratory illness caused by a novel coronavirus ~~was first identified in Wuhan, Hubei Province, China in 2019. The disease,~~ now commonly known as COVID-19, has ~~since~~ spread globally ~~since it was first identified in 2019,~~ resulting in the ~~2019-2020~~ coronavirus pandemic. The first case in the United States was announced on January 21, 2020. Since then, there has been much effort at the local, state and federal levels of government to stop the spread of the disease. Additionally, the state and federal governments have been working to provide economic relief to individuals, businesses, and local and state governments that have been impacted by COVID-19-related disruptions.

The City of Santa Clara proclaimed a local state of emergency on March 11, 2020 and continues to closely monitor county, state and federal orders, guidance and legislation to see how they apply to Santa Clara. City resources and personnel are working to continue to safely provide ~~essential governmental functions-services~~ to residents and businesses, while navigating the response necessary to contain the COVID-19 outbreak, providing assistance to individuals and businesses that have been negatively impacted by the pandemic, ~~and~~ complying with the requirements for social distancing and self-quarantining/isolating, and focusing on economic recovery.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities' and National League of Cities' positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to adequately protect the community's public health and safety ~~of the COVID-19 outbreak,~~ and promote the economic recovery for those impacted by the COVID-19 pandemic, the City of Santa Clara:

- Supports efforts to provide direct relief funding to local jurisdictions, especially small and medium-sized cities, which can be utilized in response to the COVID-19 pandemic, including ~~to offset~~ ting lost revenue and reimbursing incurred costs.
- Supports the temporary suspension of certain time-specific statutory and meeting requirements and flexibility to adjust city services as needed to mitigate any future outbreaks.
- Supports federal and state efforts to help mitigate the economic impacts from the coronavirus on the City's businesses and residents.

- Supports public health efforts and resources to help mitigate the spread of COVID-19, including providing access to personal protective equipment and encouraging residents to receive approved COVID-19 vaccinations.
- Supports efforts to assist small businesses, tenants, and landlords through eviction moratoriums, and other assistance programs; during the pandemic. These efforts should consider the needs of all stakeholders, including tenants, landlords, and those with unstable housing situations.
- Supports efforts to establish protocols; and provide funding; that will continue to allow schools to resume in-person instruction in a safe manner.
- Opposes efforts to shift responsibility, to the City, of programs that have traditionally been carried out, or funded, by federal, state, or county governments.



## **ENERGY LEGISLATION, REGULATIONS AND ISSUES**

### Overview

The City's electric utility, Silicon Valley Power (SVP) has a mission to be a progressive, service-oriented utility, offering reliable, competitively priced services for the benefit of Santa Clara and its customers. Additionally, SVP has an adopted Strategic Plan that is intended to address the challenges facing the utility over a ten-year period. The Strategic Plan contains over thirty strategic initiatives in four distinct areas: Utility Performance Excellence; Customer Engagement and Satisfaction; Progress and Innovation Focus; and Community and Environmental Stewardship. The Legislative Advocacy Position works to further the objectives outlined in the Strategic Plan, and complements the other Legislative Advocacy Positions adopted by the City.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure the City can provide safe, reliable, and affordable energy to ratepayers, while operating in an environmentally and fiscally conscious manner, the City will:

- Support policies that will help ensure that transmission level Public Safety Power Shut-offs (PSPS) events do not unnecessarily burden local communities that are dependent on investor owned utility (IOU) transmission infrastructure.
- Support legislation that would provide local public agencies with financial resources to prepare for, and mitigate the impacts from, planned power outage events.
- Support efforts to align wildfire-related liability with fault, safeguarding public utility customers against exorbitant rate increases when their utility acts prudently.
- Monitor PG&E's rate-making and regulatory activities to ensure it meets its obligations and agreements and advocate for changes that would mitigate adverse impacts to SVP and other publicly owned utilities (POUs).
- Monitor the development of new market initiatives from state and regional grid operators which may result in new energy-related products and changes to electric grid operations. Staff will advocate for changes that would benefit or protect SVP ratepayers.
- Monitor and participate with federal, state and local governments and stakeholders in the development of new regulations and advocate for changes that enhance system reliability and mitigate operational and ratepayer impacts.

- ~~• Support transitioning from diesel backup generators to battery-based backup generators.~~
- Monitor and support transmission related activities focusing on enhancing the reliability and deliverability of clean energy resources and advocating for greater transparency and assurance that transmission access charges are allocated equitably between the various beneficiaries.



## **HOUSING**

### Overview

The lack of affordable housing in the State and region continues to have an increasingly profound impact on the City of Santa Clara. In January 2019, Santa Clara County conducted its biennial Point-in-Time Count and found that there were over 9,700 individuals were living on the streets, in shelters, or in transitional housing across the county, reflecting a more than 200% increase in the homeless population over a two-year period. As cities across the state struggle to address the growing affordable housing and homelessness crisis as housing prices continue to soar, housing continues to be a key legislative priority for the State Legislature and regional agencies.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

The City of Santa Clara is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation.

The City is concerned about potential measures imposed at the State or regional level that reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance common goals across multiple jurisdictions, but is also aware that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of accountability to localized circumstances.

In an effort to achieve these goals, the City will:

- Advocate for more state and federal resources (e.g., funding, legal authority, technical support, streamlining administrative processes) to address local housing needs.
- Support legislation and efforts that provide resources to address the needs of the most vulnerable residents through shelter, supportive housing, and homelessness prevention services.

- Support efforts to collaborate with the State, County, local jurisdictions, ~~the~~ business sector, ~~and~~ non-profit, and philanthropic partners to leverage available resources and bring in new funding streams to expand the reach of the supportive housing system.
- Support federal efforts to preserve and strengthen the low-income housing tax credit program and federal tax exemptions for private activity bonds.
- Support legislation preserving and expanding, federal tax exemptions for state and local taxes, including state and local property, sales, and income taxes, and maintaining federal tax exemptions for mortgage interest payments on primary residences.
- Support legislation that provides local jurisdictions with authority over land use decisions and fully incorporates the involvement of local community members and an understanding of the conditions unique to the community.
- Support efforts to streamline California Environmental Quality Act provisions to facilitate the production of affordable housing and reduce delays due to unmerited litigation.
- Support provisions to allow school districts to effectively mitigate the impacts of new development, including the ability to consider increasing the allowable school mitigation fee level.
- Support efforts to increase and index school mitigation fee rates to more realistically reflect current school facility costs.
- Oppose measures that reduce local control over land use and planning decisions and are punitive in nature towards local government.
- Oppose efforts to reduce federal funding for federal entitlement programs that are used to promote affordable housing, rehabilitate substandard housing, build new park facilities, provide neighborhood improvements, and fund public services.
- Monitor legislation related to the zoning and development of housing in Very High Fire Hazard Severity Zones.



## **HUMAN RESOURCES AND PUBLIC SECTOR EMPLOYMENT**

### Overview

The City of Santa Clara provides a myriad of services to the community, including Police, Fire, Public Works, Electric Utility, Planning, Parks and Recreation, and Library Services. The City employs over 1,100 part-time/seasonal and full-time employees that provide these and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City.

### Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

### Legislative Advocacy Position

In order to ensure that the City can compete with other local municipalities, and the private sector, to attract, hire and retain a talented workforce, the City:

- Supports efforts to preserve local government's ability to manage its own employment issues, including, but not limited to, hiring, evaluating, disciplining, and negotiating collective bargaining agreements.
- Supports working with City bargaining units in finding solutions to address the service delivery needs of the community while being mindful of the City's revenue and expenditures, and recruitment and retention of the City's workforce.
- Supports efforts to increase the long-term financial stability of CalPERS.
- Supports federal and state efforts to create a more informed, engaged, and welcoming experience for immigrants.
- Supports comprehensive immigration reform which provides opportunities to achieve economic and educational success and contribute to our community.
- Supports and increase in work visas allowing employers to hire foreign workers that require advanced technical skills, as well as support programs that stimulate the economy through job creation and capital investment by foreign investors.

- Supports efforts that protect children, including undocumented children, with the continuation of the Deferred Action for Childhood Arrivals (DACA) Program and the Dream Act.
- Opposes new federal or state unfunded mandates that would increase the City's post-employment obligations.



**PUBLIC SAFETY**

Overview

As a city that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allows for the best quality of life. The City believes that crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors. At the same time, the City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics, such as gun violence, gang activity, alcohol and tobacco use, pedestrian, driver and bicycle safety, and driving under the influence, are equally important.

As the State and region continues to experience civil unrest and an unprecedented number of natural and man-made disasters, the City recognizes the importance of a comprehensive risk management approach to emergency preparedness.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

In order to maintain public health and safety, and promote the best quality of life, the City will:

- Support legislation that seeks to impose stricter gun violence laws and/or requires the safe storage of unattended firearms, including background checks and training requirements for gun sales.
- Support legislation that toughens penalties for chronic criminals.
- Support efforts to reduce the list of who can seek early parole and re-classify some theft crimes from misdemeanors to felonies by reforming Assembly Bill 109 (approved by the Legislature in 2011), Proposition 47 (approved by voters in 2014) and Proposition 57 (approved by voters in 2016).
- Support the expansion of the number of crimes where DNA is collected, a list that was limited when some crimes were reclassified from felonies to misdemeanors.
- Support legislation that preserves, or expands, funding levels for public safety programs, services, reimbursement of administrative costs associated with grant implementation, record keeping and reporting, and equipment, such as the Edward Byrne Memorial Justice Assistance Grants.

- Support legislation that addresses crime trends and attempts to curb illegal activity, including but not limited to, illegal street racing and sideshow activity, ~~and~~ thefts from automobile burglaries, and organized retail thefts, all of which are growing trends in our region.
- Support efforts to test speed enforcement cameras and corresponding legislation to mitigate traffic-related injuries and deaths.
- Support legislation that identifies new funding sources for fire and law enforcement agencies to promote public safety, wellness and employee training.
- Support legislation that recognizes the importance of a comprehensive risk management approach to emergency preparedness, fire prevention, fire suppression, and emergency medical services.
- Support legislation that provides funding for emergency preparedness, including community risk reduction strategies like community education programs (e.g., CERT, CPA), staff training, interagency cooperation, and enhanced equipment and technology.
- Support legislation that expands the implementation and testing of emergency alert systems.
- Support legislation that enhances public safety professionals' ability to respond to all types of emergencies and communicate within, and across, jurisdictions.
- Support measures that aim to return revenue generated from the enforcement of crimes back to the originating agency to sustain their efforts.
- Support the local regulation of Unmanned Aircraft Systems (UAVs), including the right to authorize use of UAVs by public safety agencies and the right to restrict or prohibit UAV use that interferes with, or poses a threat to, emergency operations or public safety.
- Support legislation that aims to assist individuals in crisis, including those who may be homeless, be the victim of human trafficking, domestic violence victims and survivors, and other vulnerable populations.
- Support legislation and efforts that recognizes the importance of developing a comprehensive preparedness strategy (e.g. mutual aid, unified command, interoperability, cyber disobedience, critical infrastructure, social media, etc.) to respond to civil unrest with input from emergency responders and allied stakeholders for local response.
- Support more training and funding for law enforcement, and non-law enforcement, response to individuals experiencing mental health and substance abuse issues.
- Support the inclusion of stipends, reimbursement and/or allocation associated with new legislation that increases data collection and reporting, particularly when there is a need for specialized software or equipment to do so.
- Oppose public safety legislation that imposes unfunded mandates on local agencies for new programs or increased service levels.
- ~~Support training of public safety to handle mental health issues.~~
- ~~Support background checks and training requirements for gun sales.~~



## **REGIONAL ISSUES AND COLLABORATION**

### Overview

While the City of Santa Clara is unique in many ways, it experiences many of the same issues that other cities in the region experience. The City works closely with other jurisdictions to address a variety of issues that impact residents and businesses in the San Francisco Bay Area, such as affordable housing, transportation, ~~and~~ water conservation, and airplane noise.

### Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

### Legislative Advocacy Position

The City recognizes the importance of regional collaboration and, as such, the City:

- Contribute to, and support the efforts of, regional organizations such as Santa Clara County Cities Association, Silicon Valley Economic Development Alliance, and the Santa Clara/Santa Cruz Airport Community Roundtable to advance ~~the~~ regional goals that benefit the San Francisco Bay Area/Silicon Valley.
- Support federal and state legislation to provide funding for regional solutions to problems, such as housing, homelessness, emergency response, water supply and resiliency, and transportation.
- Continue to support regional efforts to work with local agencies and federal representatives to mitigate the effects of aircraft noise.
- Support efforts to engage local public agencies, and members of the community, prior to any changes in flight paths, or airport operations, that may impact surrounding areas.
- Support legislation that provides funding to assist with the mitigation of impacts from aircraft noise.
- Monitor regional issues, and new legislation, to ensure that they benefit the region and its residents.



**SUSTAINABILITY AND ENVIRONMENTAL ~~LEGISLATION, REGULATIONS AND~~  
ISSUES PROTECTION**

Overview

The City of Santa Clara is committed to creating a sustainable city for its residents and businesses. The City strives to conduct its operations in a way that is environmentally conscious and promotes sustainability. The City is dedicated to collaborating with regional stakeholders to improve the air quality, water quality, and overall environmental quality of life for the residents and businesses of the City.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

There continues to be a strong interest in sustainability and environmental issues, at both the state and federal levels, which will likely result in new legislation and ~~regulation-regulatory~~ changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents and businesses through the following:

- Support opportunities to further reform the California Environmental Quality Act process ~~to hat support~~ achieve greater efficiency ~~and~~ transparency, and alignment with objective environmental goals, while protecting local land use authority.
- ~~Monitor legislation related to vehicle miles traveled, in lieu of level of service, in relation to transportation impacts of projects.~~
- ~~Advocate for~~ Support energy goals and policies that remain technology agnostic and commercially available, and ~~avoid-oppose~~ policies that choose specific technologies or energy procurement mandates that can lead to increased customer costs while discouraging innovation.
- Support legislation that removes barriers to the electrification of buildings and transportation, as well as ~~and~~ legislation that provides regulatory streamlining of reporting and other actions that ~~also~~ preserves local decision-making authority.
- Support a comprehensive approach to climate policy that optimizes GHG reductions across multiple sectors (transportation, electricity, buildings, etc.).

- Advocate for the flexibility to optimize the portfolio of GHG emissions reduction opportunities identified in the City's Climate Action Plan and includes, but not limited to, new renewable energy and storage procurement, water conservation and energy efficiency, smart grid solutions, increase waste diversion, sustainable land use, increase tree canopy, building decarbonization, transportation electrification among other actions in the portfolio.
- Support efforts to streamline permitting and construction of compost and other facilities that enable jurisdictions to comply with SB 1383 and efforts to broaden procurement requirements for local jurisdiction to comply with SB 1383.
- Support legislation and funding related to recycled water state, regional, and local efforts to reduce imported water supplies and supplant the use of potable water and preserve local groundwater supplies.
- Support legislation and regulatory efforts that aid the City's Pretreatment Program, Fats, Oils & Grease (FOG) Inspection Program, and Operations and Maintenance of the sanitary sewer collections system.
- Support urban runoff pollution regulations, water conservation and recycling, and pollution controls that benefit the City.
- Support legislation and regulatory efforts that enable the City to collect fees to support the storm drain collection system.
- Support legislation, regulations, and funding to strengthen forest management and fire prevention activities and improve emergency preparedness and response. These include, but are not limited to, the modernization of vegetation and forest management practices for wildfire prevention and carbon sequestration and biomass production for energy, forest thinning, and other activities to improve the health of forests damaged by infestation of bark beetles, plant pathogens, drought, or other hazards that exponentially increase wildfire dangers.
- ~~Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.~~
- Support California Energy Commission (CEC) and California Public Utilities Commission (CPUC) to accelerate building and transportation decarbonization in the 2022 Title 24 part 6 (CalGreen) code with consideration of cost effectiveness studies.
- Support ~~telework~~Work from Home ~~p~~Policies that reduce carbon emissions and traffic congestion.
- ~~Increase support for forest management to reduce wildfires which are increasing in numbers and destruction due to climate change.~~
- Support transitioning from diesel backup generators to battery-based or other environmentally sustainable backup generators technology as appropriate.
- Support legislation that provides residents and businesses with incentives for undertaking decarbonization activities, such as replacing aging heat pumps, hot water heaters, and appliances.
- Oppose federal or state efforts to permit additional oil drilling off the California coast.
- Monitor energy related legislation ~~related to energy related issues~~ including but not limited to that which impacts renewable energy, energy efficiency and conservation, resiliency, smart grid solutions, energy storage, distributed energy and building and transportation electrification.

- Monitor legislation that may have a regional and local impact on greenhouse gas (GHG) emissions and advocate for effective and equitable approaches to emissions reduction.
- Monitor legislation and water quality regulations related to contaminants of emerging concern.
- Monitor research and regulations on Per- and Poly-fluoroalkyl Substances (PFASs) and their impacts on the environment, drinking water, and firefighting foam, and advocate for funding for treatment of PFASs.
- Monitor legislation and regulatory efforts related to recycling and solid waste and advocate for legislation and regulations that enable mixed waste processing and composting to remain viable pathways for waste compliance.
- Monitor legislation and regulations related to the National Pollutant Discharge Elimination System and support efforts that are attainable and reflect local conditions and circumstances and oppose those that do not.
- Monitor legislation and regulations related to the San Jose/Santa Clara Regional Wastewater Facility (RWF) ~~being the largest discharger to the San Francisco Bay, and~~ support efforts related to the National Pollutant Discharge Elimination System. The RWF is regulated by the National Pollutant Discharge Elimination System permit under the Clean Water Act ~~which is~~ administered by San Francisco Bay Regional Water Quality Control Board. New regulations are focused on Contaminants of Emerging Concern, Toxicity, and Nutrient Reduction.
- Track the progress of the South Bay Salt Ponds Restoration Project and its proximity and potential impacts to the Regional Wastewater Facility, which Santa Clara jointly owns with the City of San Jose, and support regional planning and funding efforts.
- Track the progress of the South San Francisco Bay Shoreline Study and support associated regional resiliency planning and funding efforts to ensure that Santa Clara's infrastructure and community assets are considered and protected as the Bay Area plans and constructs resiliency projects.



**~~REGIONAL~~ TRANSPORTATION ISSUES**

Overview

The City of Santa Clara believes that a robust transportation network, and related infrastructure, is a critical element to a successful and thriving community. The City works with the federal government, state government, and regional stakeholders to ensure that residents and businesses have access to traditional modes of transportation and promote alternative modes to alleviate traffic congestion and pollution. Additionally, it is important for the City's transportation network to continue to evolve to best serve the future needs of the community. To that end, local efforts are underway to promote and provide funding for alternative modes of transportation, such as updates to the City's Traffic Impact Fee program, the City's Multimodal Improvement Plan, Bicycle Master Plan Update 2018, Pedestrian Master Plan, and Creek Trail Network Expansion Master Plan. Additionally, City staff is working with other transportation agencies to support their significant regional projects, including BART Phase II (VTA), Caltrain Electrification and Caltrain Business Plan, and the High Speed Rail project.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

To ensure that the City, and greater region, are able to meet the current transportation needs of the community, ~~as well as~~ and plan for future needs, the City is advocating for the following positions:

- Support legislative, regulatory, and regional efforts to reduce the amount of traffic congestion on area freeways and County expressways.
- Support legislation and efforts that provides ~~regional and local~~ funding for diverse transportation projects, such as local streets and roads improvements, public transit, railroad crossing improvements, bicycle and pedestrian projects, intelligent transportation system improvements, corridor capacity improvements, and highway interchange improvements.
- Support efforts to ensure accountability and fairness during the implementation of regional transportation ballot measures ~~such as the VTA's 2016 Measure B program~~.
- Support regional efforts that will alleviate traffic congestion and promote alternative modes of transportation that benefit Santa Clara residents and businesses and that support the City's commitment to environmental sustainability.
- Oppose efforts to reduce the City's representation on regional transportation planning agencies.

- Oppose efforts to reduce local government access to SB 1 local streets and roads funding.
- Monitor efforts to place regional transportation funding measures on the ballot for consideration by voters.
- Monitor legislation related to local operations and regulation of municipal roadways, shared mobility permitting/operation in municipalities, and how municipalities study traffic congestion or vehicle miles traveled to measure transportation impacts of projects.
- ~~Promote incentives to work from home.~~



**~~REGIONAL AND STATE-WIDE~~ WATER SUPPLY AND CONSERVATION**

Overview

The City of Santa Clara operates 26 wells that tap the underground aquifers and make up about 62% of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Recycled Water (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 19% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City. ~~Currently, SBWR is updating the Recycled Water Master Plan.~~

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

In order to ensure that the City is able to maintain an affordable and reliable supply of quality water, the City maintains the following advocacy positions:

- Support and implement water conservation measures for businesses and residents including state regulatory efforts which build on ongoing efforts to "make water conservation a California way of life."
- Support regional water conservation including potable and recycled water supply efforts in cooperation with agencies such as Santa Clara Valley Water District, City of San Jose, San Francisco Public Utilities Commission (SFPUC), and the Bay Area Water Supply and Conservation Agency.
- Support efforts to establish alternative funding sources for water infrastructure and improved water quality projects.
- Support state and regional efforts to delivery water to Santa Clara customers using clean energy and other environmentally sustainable practices.
- Support legislation and funding to protect the health of children who might be exposed to lead in drinking water at school facilities.

- Support legislation with regional partners that allows purified recycled water to be added to the potable water supply through indirect and direct applications that improve local water resiliency for residents and businesses.
- Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.
- Monitor federal, state, and regional activity related to the Bay-Delta Plan ~~Phase 1 & 2~~. Support a comprehensive Bay-Delta watershed voluntary settlement agreement between stakeholders that includes SFPUC.
- Oppose legislative efforts to impose new taxes or fees on drinking water.



## Agenda Report

22-537

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

Action to Approve Various Revisions to the As-Needed Salary Plan

#### COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

#### BACKGROUND

California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules or salary plan by the governing body. The proposed Council action satisfies these applicable requirements.

The As-Needed Salary Plan has been modified to reflect salary range revisions in order to address compaction within the classification and between higher and lower levels in a classification series.

#### DISCUSSION

The As-Needed Salary Plans has been modified to reflect salary range revisions for various As-Needed classifications. The maximum of the salary range for many of the As-Needed classifications have not been updated in several years. The minimum range has been revised to reflect changes in minimum wage.

On December 7, 2021, the City Council approved revisions to the As-Needed Salary Plan to reflect the minimum rate increase to the current minimum wage of \$16.40, as required by law. This further created compaction issues for several classifications. In order to address the compaction issues, Human Resources and various Departments completed a salary survey of Bay Area comparator agencies and found many of our As-Needed classifications are compensated severely under market. In order to address compaction and assist with hiring and retention of hard to fill As-Needed classifications, revisions to various salary ranges are recommended.

The As-Needed Salary Plan is recommended to be modified as follows, effective May 1, 2022:

- Crossing Guard (Job Code 362) - with an hourly range of \$16.40 - \$24.00,
- Instructor/Lifeguard (Job Code 501) - with an hourly range of \$16.40 - \$25.31,
- Laborer (Job Code 502) - with an hourly range of \$16.40 - \$24.85,
- Nutrition Meal Server (Job Code 608) - with an hourly range of \$16.40 - \$20.81,
- Nutrition Site Manager (Job Code 609) - with an hourly range of \$19.53 - \$24.71,
- Pool Manager (Job Code 666) - with an hourly range of \$21.02 - \$27.84,
- Recreation Instructor (Job Code 699) - with an hourly range of \$16.40 - \$30.91,
- Recreation Leader I (Job Code 681) - with an hourly range of \$16.40 - \$21.56,

- Recreation Leader II (Job Code 682) - with an hourly range of \$18.36 - \$23.91,
- Recreation Leader III (Job Code 683) - with an hourly range of \$20.65 - \$27.57,
- Recreation Office Assistant (Job Code 698) - with an hourly range of \$16.40 - \$21.56,
- Recreation Program Coordinator (Job Code 684) - with an hourly range of \$21.69 - \$32.33, and
- Recreation Specialist (Job Code 686) - with an hourly range of \$18.86 - \$27.57.

It is recommended the Lifeguard (Job Code 543) is deleted, as these duties are covered under the existing Instructor/Lifeguard (Job Code 501) classification.

In addition, it is recommended to delete the Library Assistant I (Job Code 526L), Library Assistant II (Job Code 528L), Librarian I (Job Code 530L), and Librarian II (Job Code 535L) classifications. Employees in these classifications will be reclassified to the Temporary Employee (Job Code 349) classification and aligned to the salary range (Steps 1-5) of the classified plan.

These salary range changes do not result in an automatic increase to the incumbents in the classification unless the current salary of the incumbent is below the bottom of the salary range. If the salary of an incumbent is below the bottom of the range, employees will receive a pay adjustment to bring them to the bottom of the salary range.

California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution approves the updated As-Needed salary plan.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(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 total fiscal impact to the FY 2021/22 Operating Budget to update As-needed class specifications ranges is unknown at this time. Revising the salary range does not automatically increase an employee’s hourly rate, unless the employee is currently below the new minimum rate. In that instance, the employee will be adjusted to the new minimum hourly rate. For additional salary requests, Departments will need to submit a salary adjustment request for review and approval to adjust an employee’s hourly rate. Additional costs will be absorbed by the various departments in their existing budgets for FY 2021/22, and if budget amendments are needed in subsequent years, they will be brought forward through the budget adoption process.

### **COORDINATION**

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

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website

and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto: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 to approve revisions to the As-Needed Salary Plan for various classifications to satisfy the requirements of California Code of Regulations Section 570.5 effective May 1, 2022.

Reviewed by: Aracely Azevedo, Director of Human Resources

Approved by: Office of the City Manager

**ATTACHMENTS**

1. As-Needed Salary Plan (effective 05-01-2022) approved 04-19-2022
2. Resolution for As-Needed Salary Plans (effective 05-01-2022) approved 04-19-2022



## As-Needed Salary Plan

Job Code	Description	Minimum Hourly Rate	Maximum Hourly Rate
349	TEMPORARY EMPLOYEE	\$ 16.40	\$ 214.06
362	CROSSING GUARD	\$ 16.40	\$ 24.00
100	EMERGENCY MEDICAL TECHNICIAN	\$ 16.40	\$ 20.19
501	INSTRUCTOR/LIFEGUARD	\$ 16.40	\$ 25.31
502	LABORER	\$ 16.40	\$ 24.85
524	LAW CLERK I	\$ 16.59	\$ 20.16
523	LAW CLERK II	\$ 19.61	\$ 23.84
542	LIBRARY PAGE	\$ 16.40	\$ -
537	LIBRARY TECHNOLOGY AIDE	\$ 16.40	\$ -
608	NUTRITION MEAL SERVER	\$ 16.40	\$ 20.81
609	NUTRITION SITE MANAGER	\$ 19.53	\$ 24.71
865	OFFICE CLERK I	\$ 29.18	\$ 35.50
870	OFFICE CLERK II	\$ 32.15	\$ 39.21
618	PER DIEM DISPATCHER	\$ 60.00	\$ -
619	PER DIEM POLICE OFFICER	\$ 75.00	\$ -
666	POOL MANAGER	\$ 21.02	\$ 27.84
606	RECORDS ASSISTANT	\$ 16.40	\$ 18.41
699	RECREATION INSTRUCTOR	\$ 16.40	\$ 30.91
681	RECREATION LEADER I	\$ 16.40	\$ 21.56
682	RECREATION LEADER II	\$ 18.36	\$ 23.91
683	RECREATION LEADER III	\$ 20.65	\$ 27.57
698	RECREATION OFFICE ASSISTANT	\$ 16.40	\$ 21.56
684	RECREATION PROGRAM COORDINATOR	\$ 21.69	\$ 32.33
686	RECREATION SPECIALIST	\$ 18.86	\$ 27.57
756	SR LIBRARY PAGE	\$ 17.22	\$ 20.96
497	STUDEN INTERN I	\$ 16.40	\$ 18.72
498	STUDEN INTERN II	\$ 20.15	\$ 24.50
504	STUDEN INTERN III	\$ 23.17	\$ 28.18
848	TRAFFIC CONTROL SPECIAL EVENTS	\$ 25.00	\$ -

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
TO ADOPT THE AMENDED AS-NEEDED SALARY PLAN FOR  
VARIOUS POSITIONS WITH AN APPROVAL DATE OF APRIL 19,  
2022 AND EFFECTIVE DATE OF MAY 1, 2022**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

**WHEREAS**, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have pay scheduled approved and adopted by the City Council; and indicate an effective date and date of any revisions; and,

**WHEREAS**, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended As-Needed Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, with an approval date of April 19, 2022.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City hereby adopts the Amended As-Needed Salary Plan for various City of Santa Clara classified positions.

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2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedule for various classified positions shall be effective May 1, 2022 and adopted with an approval date of April 19, 2022.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ DAY OF \_\_\_\_, 2022, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. As-Needed Salary Plan (effective 05-01-2022) approved 04-19-2022



## Agenda Report

22-364

Agenda Date: 4/19/2022

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Action on Stadium Authority Bills and Claims for the Month of January 2022

#### BOARD PILLARS

Enhance Community Engagement and Transparency  
Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

#### DISCUSSION

On April 30, 2019 the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

At the March 23, 2021 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

In addition, at the March 23, 2021 Stadium Authority Board meeting, the Board approved staff recommendations to direct the Stadium Manager to provide a procurement plan/schedule that demonstrates the ability to manage the Stadium with the proper standard of care and that addresses the highest priority projects while balancing the potential need for City resources. Subsequent to that direction, the Stadium Manager has submitted requests to the Board for approval; to be awarded purchase order(s) related to capital projects.

Expenses paid in January 2022 include:

- Payments totaling \$176,588.37 to the City of Santa Clara for the following:

- \$103,458.67 for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: Executive Director's Office (City Manager's Office), Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- \$73,129.70 for the Senior and Youth Fees collected (\$0.35 per ticket) for three National Football League (NFL) games.
- Payments totaling \$950,178.64 to Forty Niners Stadium Management Co, LLC for the following:
  - \$105,000.00 for January 2022 Stadium Manager Expenses - Insurance
  - \$180,000.00 for January 2022 Stadium Manager Expenses - SBL Sales & Services
  - \$8,300.00 for January 2022 Stadium Manager Expenses - Compensation for Grounds
  - \$21,455.00 for January 2022 Stadium Manager Expenses - Compensation for Guest Services
  - \$33,495.00 for January 2022 Stadium Manager Expenses - Compensation for Security
  - \$136,515.00 for January 2022 Stadium Manager Expenses - Compensation for Engineering
  - \$136,978.00 for January 2022 Stadium Manager Expenses - Compensation for Stadium Ops
  - \$51,902.00 for January 2022 Stadium Manager Expenses - Compensation for Procurement
  - \$1,014.64 for January 2022 Stadium Manager Expenses - StadCo Ti
  - \$34,750.00 for January 2022 Stadium Manager Expenses - Other G&A
  - \$8,000.00 for January 2022 Stadium Manager Expenses - Lender Fees
  - \$64,000.00 for April - November 2021 Stadium Manager Expenses - Lender Fees
  - \$130,000.00 for February 2022 Stadium Manager Expenses - Insurance
  - \$338.21 for February 2022 Stadium Manager Expenses - StadCo TI
  - \$25,500.00 for February 2022 Stadium Manager Expenses - Other G&A
  - \$10,000.00 for February 2022 Stadium Manager Expenses - Lender Fees
  - \$746.94 for CapEx Reimbursement for CapEx Project - Stadium Insulation
  - \$702.63 for CapEx Reimbursement for CapEx Project - Gold Lot 4 & 5 Lighting
  - \$759.60 for CapEx Reimbursement for CapEx Project - Rust Prevention Mitigation
  - \$721.62 for CapEx Reimbursement for CapEx Project - Mechanical and Electrical Closet Lighting
- Payment totaling \$2,970.27 to Concur Technologies, Inc. for CapEx Project - FMS Project
- Payment totaling \$40.00 to Contractor Compliance and Monitoring, Inc. for December 2021 Labor Compliance Services
- Payment totaling \$824.99 to L.N. Curtis & Sons for CapEx Project - Rope Rescue Gear
- Payment totaling \$3,700.00 to Wilson Ihrig for November 2021 Noise Monitoring Services
- Payments totaling \$150.00 for November 2021 Legal Services

Certain information such as names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in *Los Angeles County Board of Supervisors v. Superior Court*, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority have been redacted from the public report to maintain confidentiality of billing records for legal 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 any commitment to any specific project which may result in a potential significant impact on the environment.

**FISCAL IMPACT**

There is a \$1,135,840.21 fiscal impact to the Stadium Authority.

**COORDINATION**

This report has been coordinated with the Stadium Authority Counsel’s Office.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

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

Reviewed by: Kenn Lee, Treasurer

Approved by: Office of the Executive Director

**ATTACHMENTS**

1. January 2022 SCSA Bills and Claims

## Santa Clara Stadium Authority

### Bills and Claims Expenses Paid by Wire Transfer For the Month of January 2022

Payment Date	Vendor	Invoice No.	Description	Fund	Amount	
1/18/2022	Bank of America	N/A	December 2021 bank fees acct 0444	CapEx	1,127.07	
1/18/2022	Bank of America	N/A	December 2021 bank fees acct 0425	Operating	178.26	
1/18/2022	Bank of America	N/A	December 2021 bank fees acct 6280	Operating	82.61	
			Bank of America Subtotal			1,387.94
1/19/2022	City of Santa Clara	N/A	B2126 SCSA Admin Payroll Costs	Operating	54,900.41	
1/26/2022	City of Santa Clara	N/A	B2201 SCSA Admin Payroll Costs	Operating	48,558.26	
1/19/2022	City of Santa Clara	N/A	Senior/Youth Fee NFL Game 6 (Adjustment)	Operating	7.00	
1/4/2022	City of Santa Clara	N/A	Senior/Youth Fee NFL Game 8	Operating	24,350.20	
1/19/2022	City of Santa Clara	N/A	Senior/Youth Fee NFL Game 9	Operating	24,388.70	
1/19/2022	City of Santa Clara	N/A	Senior/Youth Fee NFL Game 10	Operating	24,383.80	
						176,588.37
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Insurance	Operating	105,000.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - SBL Sales & Svcs	Operating	180,000.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Compensation for Grounds	Operating	8,300.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Compensation for Guest Svcs	Operating	21,455.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Compensation for Security	Operating	33,495.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Compensation for Engineering	Operating	136,515.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Compensation for Stad Ops	Operating	136,978.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Compensation for Procurement	Operating	51,902.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - StadCo TI	Operating	1,014.64	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Other G&A	Operating	34,750.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	January 2022 Std Mgr - Lender Fees	Operating	8,000.00	
1/10/2022	Forty Niners Stadium Management Co, LLC	SLS-23322	April - November 2021 Std Mgr - Lender Fees	Operating	64,000.00	
1/28/2022	Forty Niners Stadium Management Co, LLC	SLS-23341	February 2022 Std Mgr - Insurance	Operating	130,000.00	
1/28/2022	Forty Niners Stadium Management Co, LLC	SLS-23341	February 2022 Std Mgr - StadCo TI	Operating	338.21	
1/28/2022	Forty Niners Stadium Management Co, LLC	SLS-23341	February 2022 Std Mgr - Other G&A	Operating	25,500.00	
1/28/2022	Forty Niners Stadium Management Co, LLC	SLS-23341	February 2022 Std Mgr - Lender Fees	Operating	10,000.00	
1/24/2022	Forty Niners Stadium Management Co, LLC	SLS-23318	CapEx Proj - Stadium Insulation	CapEx	746.94	
1/24/2022	Forty Niners Stadium Management Co, LLC	SLS-23319	CapEx Proj - Gold Lot 4 & 5 Lighting	CapEx	702.63	
1/24/2022	Forty Niners Stadium Management Co, LLC	SLS-23320	CapEx Proj - Rust Prevention Mitigation	CapEx	759.60	
1/24/2022	Forty Niners Stadium Management Co, LLC	SLS-23321	CapEx Proj - Mechanical and Electrical Closet Lighting	CapEx	721.62	
						950,178.64
1/21/2022	Concur Technologies, Inc.	101900142613	CapEx Proj - FMS Project	CapEx		2,970.27
1/21/2022	Contractor Compliance and Monitoring, Inc.	15576	December 2021 Labor Compliance Services	Operating		40.00
1/21/2022	L.N. Curtis & Sons	INV555410	CapEx Proj - Rope Rescue Gear	CapEx		824.99

**Santa Clara Stadium Authority**

**Bills and Claims  
Expenses Paid by Wire Transfer  
For the Month of January 2022**

<b>Payment Date</b>	<b>Vendor</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
1/21/2022	Wilson Ihrig	16125N40	November 2021 Noise Monitoring Services	Operating	3,700.00
Various	[REDACTED]		November 2021 Legal Services	Operating	150.00
<b>January 2022 Total</b>					<b><u>\$ 1,135,840.21</u></b>



## Agenda Report

22-271

Agenda Date: 4/19/2022

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### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending December 31, 2021 and Related Budget Amendment

#### BOARD PILLARS

Ensure Compliance with Measure J and Manage Levi's® Stadium  
Enhance Community Engagement and Transparency

#### BACKGROUND

In Fiscal Year 2014/15 the Stadium Authority Board ("Board") requested that staff prepare quarterly Santa Clara Stadium Authority ("Stadium Authority") Financial Status Reports. These reports provide an update on the events held at Levi's® Stadium, Stadium Authority finances, and the impact of Stadium Authority activity on the City of Santa Clara's ("City").

This report provides information covering the Stadium Authority's third (October 1, 2021 - December 31, 2021) quarter of the 2021/22 fiscal year.

The Adopted Stadium Authority Budget incorporates the estimated revenues and expenses for all Stadium Authority funds. The attached Financial Status Reports provide the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the reports.

Certain operating expense payments were withheld based on Board direction for the partial suspension of payments at the March 27, 2019 Stadium Authority Board meeting, based on the concern that public funds would be used to pay for expenses that were not legally procured, or compliant with prevailing wage law or self-dealing/ conflict of interest laws. At that meeting, the Board directed the Executive Director to only release public funds to ManagementCo when supporting documents have been submitted to show the expenses adhere to our agreements and State and local laws.

At the March 23, 2021 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's® Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

In addition, based on conversation at Stadium Manager-Stadium Authority Quarterly meeting, it was stated that the utility costs invoiced were based on the budget, which did not factor utility costs to operate the vaccination site into consideration. Because the vaccination site is treated as an NFL sponsored event, these costs are not borne by the Stadium Authority based on the terms of the Stadium Lease Agreement. As the vaccination site was expected to operate for four to six months, the Stadium Authority requested that the portion estimated to be associated with the vaccination operations be credited back based on historical usage and per the lease requirements regarding expenses for NFL sponsored events. No additional information was provided by the Stadium Manager and the Stadium Authority continues to pay half of the invoiced amount until documentation showing a credit for the vaccination site utility usage is produced.

## **DISCUSSION**

The attached financial status reports provide information covering the Stadium Authority's third (October 1, 2021 - December 31, 2021) quarter of the 2021/22 fiscal year. The reports summarize National Football League ("NFL") and Non-NFL event activity at Levi's® Stadium and describes the financial impact of these events on the Stadium Authority and City since FY 2014/15. The report also provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the report.

### **NFL Event Revenue and Expenses**

There were nine NFL games held in the third quarter of the 2021/22 fiscal year. Levi's® Stadium hosted two pre-season NFL games of the 2021 season on August 14, 2021 and August 29, 2021 and seven regular NFL season of the 2021 season started on September 26, 2021.

### **Non-NFL Event Revenue and Expenses**

There were no ticketed Non-NFL events held in the third quarter of the 2021/22 Fiscal Year. Only smaller and non-ticketed events were held in FY 2021/22. Ticketed Non-NFL events are expected to resume in FY2022/23.

### **Stadium Builder Licenses ("SBLs")**

SBLs account for 36% of the Stadium Authority's annual budgeted revenue in FY 2021/22. There is a total of 61,548 currently active SBLs which is 93% of the 66,066 total sellable SBL seats. The value of the active SBLs amount to \$537.1 million of which \$484.7 million has already been collected.

### **Stadium Authority Budgets**

The detailed analysis of Stadium Authority budget to actual financials is provided in the attached Financial Status Reports. In summary, total operating revenues were \$47.4 million representing 73% of the overall budget for revenues and total operating expenses were \$37.1 million or 57% of the budget. The debt service fund was able to pay down \$14.0 million in debt, bringing total Stadium Authority debt down to \$282.8 million. Capital expenses were \$0.8 million representing 5% of the overall CIP budget.

### **FY 2021/22 Stadium Authority Budget Amendments**

From time to time, budget amendments may be necessary to align revenues or expenditures to

actual or unexpected activity during the course of a fiscal year. As of the timing of the publication of this report, additional information from activity known through the completion of the majority of FY 2021/22 has resulted in recommended budget amendments as follows:

1. **Rope Rescue Gear Project** - The Fire Department requested high angle and vertical rescue equipment to address the intricate and complex areas of the Stadium which includes an artificial high point, full rope response kit, winch, rigging, fall protection, and patient extraction device. This project was expected to complete during FY 2020/21 but experienced delays due to ongoing impact of COVID-19 on global supply chains. This project was completed in January 2022, and a budget amendment of \$27,054 is required to add this project to the FY 2021/22 CapEx Budget.
2. **Stadium Personal Protective Equipment** - The Police Department requested active shooter gear for the Stadium team to address the emerging threat of active shooters which includes vests, helmets, protective plates, EMS equipment, and other appropriate personal protective equipment. This project was expected to complete during FY 2020/21 but experienced delays due to ongoing impact of COVID-19 on global supply chains. This project was completed in February 2022, and a budget amendment of \$14,886 is required to add this project to the FY 2021/22 CapEx Budget.
3. **Public Safety Command Post Dispatch System** - The Police Department requested a system that will interface between the system that is used at the Stadium and the City's Hexagon CAD system which allows the tracking of all incidents/requests that occur during an event. In October 2019, the Stadium Authority requested information to confirm compliance with the contracts and applicable laws before issuing payment. ManagementCo provided supplemental information in March 2022, and a budget amendment of \$85,000 is required to add this project to the FY 2021/22 CapEx Budget.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(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**

As discussed above, the Rope Rescue Gear Project, the Stadium Personal Protective Equipment Project, and the Public Safety Command Post Dispatch System Project are not part of the Stadium Authority FY 2021/22 CapEx Budget, and the Board will need to approve a budget amendment of \$126,940. These funds will be offset by a decrease in the Stadium Authority Capital Expense Reserve.

The table below summarizes the budget amendment as discussed above:

<b>CapEx Project</b>	<b>Amended Budget</b>	<b>Increase / (Decrease)</b>	<b>Amended Budget</b>
Rope Rescue Gear Project	\$0	\$27,054	\$27,054
Stadium Personal Protective Equipment Project	\$0	\$14,886	\$14,886
Public Safety Command Post Dispatch System	\$0	\$85,000	\$85,000
Capital Expense Reserve	\$8,490,751	(\$126,940)	\$8,363,811

### **COORDINATION**

This report was coordinated with the Stadium Manager per section 4.6 of the Management Agreement as well as the Stadium Authority Counsel's Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

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

Reviewed by: Kenn Lee, Treasurer

Approved by: Office of the Executive Director

### **ATTACHMENTS**

1. SCSA Financial Status Report for the Quarter Ending December 31, 2021
2. FY 2021/22 Stadium Authority Budget Amendment - Rope Rescue Gear Support
3. FY 2021/22 Stadium Authority Budget Amendment - Stadium Personal Protective Equipment Support
4. FY 2021/22 Stadium Authority Budget Amendment - Public Safety Command Post Dispatch Support

# SCSA

Santa Clara Stadium Authority

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## **SANTA CLARA STADIUM AUTHORITY FINANCIAL STATUS REPORT**

**Quarter Ending December 31, 2021**



**April 19, 2022**

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## **Introduction**

This Santa Clara Stadium Authority (“Stadium Authority”) Financial Status Report provides information covering the second quarter of the Stadium Authority’s 2021/22 fiscal year (FY) which ended on December 31, 2021. Comparative data from prior fiscal years is also included.

In addition to these quarterly reports, the Stadium Authority produces annual financial statements. The FY 2020/21 financial statements were audited by an external audit firm and presented to the Stadium Authority’s Audit Committee on September 16, 2021 and the Stadium Authority Board (“Board”) on September 28, 2021. Once presented to the Stadium Authority Board, the financial statements are published on the Stadium Authority’s website.

The Stadium Authority also prepares a detailed budget prior to the beginning of each fiscal year. The FY 2021/22 budget was considered at a study session on March 9, 2021 and adopted by the Board on March 23, 2021.

Stadium Authority finances are structured so that the City of Santa Clara (City) is not liable for the debts or obligations of the Stadium Authority. All services provided by the City, including administrative and public safety, to the Forty Niners Stadium Management Company, LLC (“ManagementCo”) or the Stadium Authority are fully reimbursed with Stadium Authority funds.

## ***Methodology***

Information provided in this report was based in part on documentation submitted by ManagementCo. Specifically, NFL and Non-NFL event statistics and financial information relating to Stadium Manager expenses are provided by ManagementCo. Stadium Authority staff is limited to a review of selected financial information submitted by ManagementCo, including some source documentation for Non-NFL events with attendance greater than 25,000, submitted 45 days after each event. More detailed documents are received over 90 days after the close of the fiscal year. For all other financial information, a full detailed review and/or audit of source documentation has not been completed by the Stadium Authority for this report.

The Stadium Authority has contracted with JS Held (formerly Hagen, Streiff, Newton, & Oshiro), a forensic accounting firm, to review and evaluate Non-NFL event financial information from prior years, including source documentation. This report was discussed with the Board at the December 1, 2020 Stadium Authority Board meeting. The Stadium Authority is working with JS Held for the review of additional historical years.

The information provided reflects the best known and available at the time of the writing of this report and is subject to further revision when the full body of records becomes available and review is complete. Consequently, the Board’s notation and filing of this report should not be considered an approval of the accuracy of the information in the report.

## NFL Events

This section provides year to date and comparative data for NFL games categorized as pre-season and regular season games. In FY 2020-21, there were no fans present for the NFL games. The comparative data is based on the quarter ended December 31, 2019.

The San Francisco Forty-Niners (“49ers”) played a total of nine NFL games (two pre-season games and seven regular season games) at Levi’s® Stadium as of December 31, 2021. There was a total of 604,526 tickets sold to these NFL games, an average of 67,172 per game. This is up by 899 or 1.4% when compared to the same period in FY 2019-20. The ticket sales resulted in \$8.9 million in NFL ticket surcharge revenue (10% of ticket sales) to the Stadium Authority. The average NFL ticket surcharge revenue was \$988,933 per game in the current year which is up by \$147,704 or 17.6% from the same period in the FY 2019/20. This increase can be attributed to dynamically priced tickets to each NFL game and COVID-19 economic recovery. A total of \$211,591 of Senior and Youth Program Fees, which is based on \$0.35 per NFL ticket sold, were collected through the end of the third quarter of the fiscal year. These fees were transferred to the City’s General Fund in support of such programs.

A total of 63,718 cars were parked in the permitted offsite parking lots generating \$376,573 in offsite parking fees. The Tasman Lots Parking Fee generated \$19,650 for the General Fund in the current fiscal year. The overall number of cars parked in the permitted offsite lots and the Tasman lots rose by an average of 445 cars per game or 6.3% when compared to the FY 2019/20.

There was \$4.5 million of NFL event public safety costs in the current reporting period which is an average of \$503,792 per game. This is up from the FY 2019/20 average of \$370,151. Of the \$4.5 million NFL event public safety costs, \$3.1 million or 67.9% are direct City costs and \$1.4 million or 32.1% are outside agency costs. \$376,573 of the total NFL event public safety costs were covered by the offsite parking fees that were collected and the remaining was invoiced to ManagementCo. It should be noted that costs differ dependent on deployment needs for each event.

Statistics for the NFL games held at Levi’s® Stadium in the first three quarters of the 2021/22 fiscal year are shown in Table 1 and comparative data from all eight years of operations can be found in Table 2.

Table 1  
**Levi's® Stadium**  
**2021/22 NFL Event Statistics**  
**As of December 31, 2021**

	<b>Game 1 vs Chiefs 08/14/21</b>	<b>Game 2 vs Raiders 08/29/21</b>	<b>Game 3 vs Packers 09/26/21</b>	<b>Game 4 vs Seahawks 10/03/21</b>	<b>Game 5 vs Colts 10/24/21</b>	<b>Game 6 vs Cardinals 11/07/21</b>	<b>Game 7 vs Rams 11/15/21</b>	<b>Game 8 vs Vikings 11/28/21</b>	<b>Game 9 vs Falcons 12/19/21</b>	<b>2021/22 YTD Total</b>
No. of Tickets Sold	63,172	68,258	68,021	67,016	64,768	67,398	66,659	69,572	69,682	<b>604,546</b>
NFL Ticket Surcharge	\$ 498,759	\$ 551,632	\$ 1,601,010	\$ 1,551,718	\$ 865,536	\$ 889,178	\$ 1,128,298	\$ 901,571	\$ 912,696	<b>\$ 8,900,398</b>
Senior/Youth Program Fees	\$ 22,110	\$ 23,890	\$ 23,807	\$ 23,456	\$ 22,669	\$ 23,589	\$ 23,331	\$ 24,350	\$ 24,389	<b>\$ 211,591</b>
Cars Parked at Offsite Lots	5,340	8,145	8,193	7,581	5,514	7,244	6,066	7,718	7,917	<b>63,718</b>
City Offsite Parking Fee	\$ 31,559	\$ 48,137	\$ 48,421	\$ 44,804	\$ 32,588	\$ 42,812	\$ 35,850	\$ 45,613	\$ 46,789	<b>\$ 376,573</b>
Cars Parked on Tasman Lots	364	416	400	439	397	455	472	501	486	<b>3,930</b>
City Tasman Lot Parking Fee	\$ 1,820	\$ 2,080	\$ 2,000	\$ 2,195	\$ 1,985	\$ 2,275	\$ 2,360	\$ 2,505	\$ 2,430	<b>\$ 19,650</b>
Stadium Public Safety Costs	\$ 524,627	\$ 768,283	\$ 454,145	\$ 469,390	\$ 422,511	\$ 491,337	\$ 454,233	\$ 486,287	\$ 463,311	<b>\$ 4,534,124</b>
Less: Offsite Parking Fee Credit	\$ (31,559)	\$ (48,137)	\$ (48,421)	\$ (44,804)	\$ (32,588)	\$ (42,812)	\$ (35,850)	\$ (45,613)	\$ (46,789)	<b>\$ (376,573)</b>
Reimbursable Stadium Public Safety Costs	\$ 493,068	\$ 720,146	\$ 405,724	\$ 424,586	\$ 389,923	\$ 448,525	\$ 418,383	\$ 440,674	\$ 416,522	<b>\$ 4,157,551</b>
Amount Reimbursed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ -</b>

Table 2  
**Levi's® Stadium**  
**Historical NFL Event Statistics**

	2014/15 Q3	2015/16 Q3	2016/17 Q3	2017/18 Q3	2018/19 Q3	2019/20 Q3	2020/21 Q3	2021/22 Q3
	Total	Total	Total	Total	Total	Total	Total	Total
No. of NFL Events	10	9	9	10	10	10	-	9
No. of Tickets Sold	682,095	602,268	588,794	643,189	651,237	662,731	-	604,546
NFL Ticket Surcharge	\$ 8,366,290	\$ 7,448,271	\$ 7,403,778	\$ 7,806,190	\$ 8,076,510	\$ 8,412,291	\$ -	\$ 8,900,398
Senior/Youth Program Fees	\$ 238,734	\$ 210,794	\$ 206,078	\$ 225,116	\$ 227,933	\$ 231,956	\$ -	\$ 211,591
Cars Parked at Offsite Lots	90,024	51,375	61,310	54,107	56,390	64,960	-	63,718
City Offsite Parking Fee	\$ 442,919	\$ 260,985	\$ 321,264	\$ 293,260	\$ 317,476	\$ 380,016	\$ -	\$ 376,573
Cars Parked on Tasman Lots	4,983	6,184	4,653	5,530	4,729	5,751	-	3,930
Cars Parked on Golf Course	233,306	18,823	-	-	-	-	-	-
City Tasman Lot and Golf Course Parking Fee	\$ 141,445	\$ 125,035	\$ 23,265	\$ 27,650	\$ 23,645	\$ 28,755	\$ -	\$ 19,650
Stadium Public Safety Costs	\$ 2,414,028	\$ 2,092,697	\$ 2,497,858	\$ 2,388,347	\$ 2,994,735	\$ 3,701,510	\$ -	\$ 4,534,124
Golf Course Public Safety Costs	\$ 180,766	\$ 71,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Event Public Safety Costs	\$ 2,594,794	\$ 2,163,698	\$ 2,497,858	\$ 2,388,347	\$ 2,994,735	\$ 3,701,510	\$ -	\$ 4,534,124
Less: Offsite Parking Fee Credit	\$ (442,919)	\$ (260,985)	\$ (321,264)	\$ (293,260)	\$ (317,476)	\$ (380,016)	\$ -	\$ (376,573)
<b>Reimbursable Stadium Public Safety Costs</b>	<b>\$ 2,151,875</b>	<b>\$ 1,902,713</b>	<b>\$ 2,176,593</b>	<b>\$ 2,095,087</b>	<b>\$ 2,677,259</b>	<b>\$ 3,321,494</b>	<b>\$ -</b>	<b>\$ 4,157,551</b>
Total Amount Reimbursed	\$ 2,151,875	\$ 1,902,713	\$ 2,176,593	\$ 2,095,087	\$ 2,677,259	\$ 2,937,591	\$ -	\$ -

## Non-NFL Events

This section provides annual and comparative data for Non-NFL events categorized as events ranging from high school and college football games, international soccer matches, concerts, wedding fairs, and special events. There were no Non-NFL events due to the pandemic, and only smaller, non-ticketed events are held in FY 2021/22.

Statistics for FY 2021/22 events are shown in Table 3 and comparative data from all eight years of operations for the Non-NFL ticketed events and special events are shown in Table 4.

Table 3  
**Levi's® Stadium**  
**FY2021/22 Non-NFL Event Statistics**  
**As of December 31, 2021**

	2021/22 Q1-Q3	2021/22
	Special Events	YTD Total
No. of Scanned Attendees	-	-
No. of Tickets Sold	-	-
Non-NFL Ticket Surcharge	\$ -	\$ -
No. of Non-NFL Special Events	1	1
Non-NFL Special Event Attendees	-	-
Cars Parked at Offsite Lots	-	-
City Offsite Parking Fee	\$ -	\$ -
Stadium Public Safety Costs	\$ 1,827	\$ 1,827
Less: Offsite Parking Fee Credit	\$ -	\$ -
Reimbursable Public Safety Costs	\$ 1,827	\$ 1,827
Amount Reimbursed	\$ -	\$ -

**Table 4**  
**Levi's® Stadium**  
**Historical Non-NFL Event Statistics<sup>(1)</sup>**

	<b>2014/15 Q3 Total</b>	<b>2015/16 Q3 Total</b>	<b>2016/17 Q3 Total</b>	<b>2017/18 Q3 Total</b>	<b>2018/19 Q3 Total</b>	<b>2019/20 Q3 Total</b>	<b>2020/21 Q3 Total</b>	<b>2021/22 Q3 Total</b>
No. of non-NFL Ticketed Events	7	15	17	11	11	8	-	-
No. of Tickets Sold	248,591	623,687	579,059	319,580	290,341	183,874	-	-
Non-NFL Ticket Surcharge	\$ 916,656	\$ 2,455,816	\$ 2,316,236	\$ 1,278,320	\$ 1,161,364	\$ 735,496	\$ -	\$ -
No. of Non-NFL Special Events	138	171	101	84	87	64	-	1
Non-NFL Special Event Attendees	42,808	97,747	43,526	51,928	32,593	22,155	-	-
Cars Parked at Offsite Lots	16,054	55,720	60,969	25,741	26,041	17,127	-	-
City Offsite Parking Fee	\$ 78,986	\$ 278,703	\$ 313,978	\$ 138,087	\$ 144,407	\$ 98,547	\$ -	\$ -
Cars Parked on Golf Course	8,566	21,572	9,562	-	-	-	-	-
City Golf Course Parking Fee	\$ 42,830	\$ 107,860	\$ 47,810	\$ -	\$ -	\$ -	\$ -	\$ -
Stadium Public Safety Costs	\$ 1,217,852	\$ 3,003,358	\$ 2,938,082	\$ 1,601,824	\$ 1,948,594	\$ 1,556,785	\$ -	\$ 1,827
Golf Course Public Safety Costs	\$ 64,618	\$ 119,842	\$ 39,905	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Event Public Safety Costs	\$ 1,282,469	\$ 3,123,200	\$ 2,977,987	\$ 1,601,824	\$ 1,948,594	\$ 1,556,785	\$ -	\$ 1,827
Less: Offsite Parking Fee Credit	\$ (78,986)	\$ (278,703)	\$ (313,978)	\$ (138,087)	\$ (144,407)	\$ (98,547)	\$ -	\$ -
Reimbursable Public Safety Costs	\$ 1,203,483	\$ 2,844,497	\$ 2,664,009	\$ 1,463,737	\$ 1,804,187	\$ 1,458,238	\$ -	\$ 1,827
Amount Reimbursed	\$ 1,203,483	\$ 2,844,497	\$ 2,664,009	\$ 1,463,737	\$ 1,469,701	\$ 793,941	\$ -	\$ -

<sup>(1)</sup> Includes Non-NFL special events.

## Discretionary Fund

The Discretionary Fund is funded by revenue equal to 50% of the Non-NFL Ticket Surcharge of \$4 per ticket. The Discretionary Fund can be used to pay for excess Public Safety Costs over the annual Public Safety Costs Threshold and Board's directive initiatives costs and can also be transferred to the City's General Fund. Table 5 shows the revenues and expenses in the Discretionary Fund since FY 2014/15. The balance at the end of this reporting period was \$2.3 million.

Table 5

Discretionary Fund - Accrual Basis				
Fiscal Year	Beginning Balance	Revenue	Expenses	Ending Balance
2014/15	\$ -	\$ 715,770	\$ 714,028	\$ 1,742
2015/16	1,742	1,238,542	699,129	541,155
2016/17	541,155	1,164,698	1,209,342	496,511
2017/18	496,511	768,564	-	1,265,075
2018/19	1,265,075	796,294	101,267	1,960,102
2019/20	1,960,102	367,748	-	2,327,850
2020/21	2,327,850	-	18	2,327,832
2021/22	2,327,832	-	(18)	2,327,850

The Public Safety Costs Threshold is the subject of current ongoing litigation, which includes issues regarding the application of Off-Site Parking Permit Fees to the Threshold calculation, and also Stadium Lease Agreement obligations for StadCo to have negotiated an increase to the Threshold in good faith. Therefore, the Discretionary Fund is recommended to be reserved for any potential claim payments resulting from the conclusion of the litigation.

Table 6 shows the statistics for the excess Public Safety Costs from all eight years of operations, except for the application of Offsite Parking Credits to the CAP.

Table 6

Excess Public Safety Costs						
Fiscal Year	Public Safety Costs (net of Offsite Parking Credits)	Public Safety Costs Threshold/CAP	Overage Public Safety Costs over CAP	Overage Paid by Discretionary Fund	Overage Paid by StadCo	Difference
2014/15	\$ 1,971,110	\$ 1,257,082	\$ 714,028	\$ (714,028)		\$ -
2015/16	2,176,726	1,477,597	699,129	(699,129)		\$ -
2016/17	2,765,892	1,556,550	1,209,342	(1,209,342)		\$ -
2017/18	2,282,977	1,619,009	663,968	-	(663,968)	\$ -
2018/19	2,686,864	1,671,284	1,015,580	-	(1,015,580)	\$ -
2019/20	4,937,790	2,005,776	2,932,014	-	(2,932,014)	\$ -
2020/21	887,617	1,075,521	-	-	-	\$ -
<b>Total</b>	<b>17,708,976</b>	<b>10,662,819</b>	<b>7,234,061</b>	<b>(2,622,499)</b>	<b>(4,611,562)</b>	<b>-</b>

## Stadium Builder Licenses

The total principal value of currently active Stadium Builder Licenses (“SBLs”) is \$537.1 million and, as of December 31, 2021, 90% of the total principal value of all SBLs sold (i.e., \$484.7 million) had been collected.

SBL holders that finance their purchase pay an annual interest rate of 8.5% and payments are due by March 1<sup>st</sup> each year. The majority of SBL holders make their payments on time. For those that do not pay on time, SBL service staff, working for ManagementCo on the Stadium Authority’s behalf, contact the SBL holders and attempt to collect the full amounts owed. Ultimately, an SBL can be defaulted for non-payment. Once an SBL is defaulted, the SBL holder in default loses their right to buy season tickets as well as their priority rights to tickets to Non-NFL events, and forfeits any money they had invested in the SBL. Defaulted SBLs are then available for resale.

There is a total of 61,548 currently active SBLs, or 93% of the 66,066 sellable SBL seats. This is an increase of 1,180 from the total active SBLs at the end of the prior fiscal year (March 31, 2021). The main reasons for the increase are due to sale of new SBLs offset by the customer seat relocation program and default buy back. The customer seat relocation program allows customers to trade in their SBLs in return for others in a different location as long as the total face value of the new seats is equal to or greater than the original seats.

During the current reporting period, 1,613 SBLs were sold for a total face value of \$11.0 million. The customer seat relocation program resulted in an increase of \$1.8 million to the SBL face value, and the number of SBLs for this category increased by 13. The reason for this is due to a relocation to a higher SBL Tier. Additional details regarding currently active SBLs are noted in Table 7.

Table 7  
**Santa Clara Stadium Authority**  
**Currently Active Stadium Builder License (SBL) Summary <sup>(1)</sup>**

Through December 31, 2021											
Seat Value	SBL Seats Available	SBL Seats Sold as of 3/31/21	New SBL Sales	Net SBL Relocations	SBL Defaults	Other	SBL Seats Sold	SBL Value	SBL Collected	% SBL Principal Collected	
141,392	100	100	-	-	-	-	100	\$ 14,082,625	\$ 12,588,623	89.4%	
80,000	942	925	9	6	(14)	-	926	\$ 74,080,000	\$ 69,781,469	94.2%	
40,000	2	2	-	-	-	-	2	\$ 80,000	\$ 70,027	87.5%	
30,000	4,945	4,463	99	24	(38)	-	4,548	\$ 136,440,000	\$ 125,945,449	92.3%	
20,000	3,475	2,852	59	9	(27)	-	2,893	\$ 57,860,000	\$ 52,789,594	91.2%	
15,000	7	7	-	-	-	-	7	\$ 105,000	\$ 90,595	86.3%	
12,000	2,162	2,166	28	3	(29)	-	2,168	\$ 26,016,000	\$ 23,333,206	89.7%	
10,000	7	7	-	-	-	-	7	\$ 70,000	\$ 66,122	94.5%	
6,000	20,652	20,547	305	94	(133)	-	20,813	\$ 124,878,000	\$ 109,355,456	87.6%	
5,000	14,306	13,302	577	23	(117)	1	13,786	\$ 68,930,000	\$ 59,727,827	86.6%	
4,000	916	920	-	2	(3)	-	919	\$ 3,676,000	\$ 3,499,020	95.2%	
3,000	91	91	-	-	-	-	91	\$ 273,000	\$ 240,479	88.1%	
2,500	41	44	-	-	-	-	44	\$ 110,000	\$ 98,991	90.0%	
2,000	18,387	14,907	536	(146)	(85)	-	15,212	\$ 30,424,000	\$ 27,052,131	88.9%	
1,000	33	35	-	(2)	(1)	-	32	\$ 32,000	\$ 29,247	91.4%	
<b>Total</b>	<b>66,066</b>	<b>60,368</b>	<b>1,613</b>	<b>13</b>	<b>(447)</b>	<b>1</b>	<b>61,548</b>	<b>\$ 537,056,625</b>	<b>\$ 484,668,236</b>	<b>90.2%</b>	
									<b>Plus: Interest on financed SBLs</b>	<b>60,427,943</b>	
									<b>Total Principal &amp; Interest</b>	<b>545,096,179</b>	

<sup>(1)</sup> This table does not include \$32.1 million that has been collected life-to-date from defaulted SBL holders.

## Santa Clara Stadium Authority Budget Status Reports

### *Operating Budget*

With 75% of the fiscal year complete, total operating revenues thru the third quarter of the 2021/22 fiscal year were \$47.4 million representing 73% of the overall budget for revenues. Stadium rent earned from StadCo totaled \$19.1 million or 77% of budget. During the current reporting period, the Stadium Authority collected \$15.4 million in SBL proceeds or 65% of budget. All SBL proceeds are to be transferred to the debt service fund per applicable loan agreements. The Stadium Authority also collected NFL Ticket Surcharges, Sponsorship Revenue, Naming Rights Revenue, and Senior & Youth Program Fees all of which are expected to meet budget this fiscal year.

Total operating expenses were \$37.1 million, or 57% of the annual budget, which included the debt service transfers of \$25.9 million. Other expenditures to note include shared stadium manager expenses. In the prior fiscal year, operating expense payments, except for insurance, were withheld based on Board direction for the partial suspension of payments at the March 27, 2019 Stadium Authority Board meeting, based on the concern that public funds would be used to pay for expenses that were not legally procured, or compliant with prevailing wage laws or self-dealing/conflicts of interest laws. At that meeting, the Board directed Executive Director to only release public funds to ManagementCo for the payment of shared stadium manager expenses when supporting documents have been submitted to show those expenses adhere to our agreements and State and local laws. Separate from that partial suspension of payments, the Stadium Authority continued to pay for utilities, insurance, naming rights commission and costs associated with SBL sales and services.

For the current fiscal year, the Stadium Authority's FY 2021/22 budget was adopted on March 23, 2021 and included the Stadium Manager's recommended Shared Expense budget of \$8.1 million in a Legal Contingency line item. The expenses that were included in the Legal Contingency line are Stadium Operations, Engineering, Guest Services, Groundskeeping, Security and the Stadium Management Fee. However, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's® Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

With the positive developments regarding the ability for Levi's® Stadium to host small and large Non-NFL events coming out of the Covid-19 pandemic, Stadium Manager requested for additional staffing needed to perform all obligations under the Management Agreement. In August 2021, the Board approved the budget amendment requested for five (5) additional positions: (a) Head of Public Ticketed Events, (b) Director of Procurement, (c) Senior Financial Analyst, (d) Accounting Manager, and (e) Staff Accountant.

Shared Stadium Manager expenses were at 80% of the budget, or \$6.0 million of the \$7.5 million budgeted amount and SBL Sales & Service expenses were 52% of the budget, or \$1.8 million of the \$3.4 million budgeted amount. Stadium Authority G&A costs were at 41% of the budget, or \$2.1 million of the \$5.1 million budgeted amount.

The Stadium Authority pays for all utility costs from February 1<sup>st</sup> through July 31<sup>st</sup> and the tenant (StadCo) pays for utility costs from August 1<sup>st</sup> through January 31<sup>st</sup> (Tenant Season). However, based on conversation at Stadium Manager-Stadium Authority Quarterly meeting, it was stated that the utility costs invoiced were based on the budget, which did not factor utility costs to operate the vaccination site into consideration. Because the vaccination site is treated as an NFL sponsored event, these costs are not borne by the Stadium Authority based on the terms of the Stadium Lease Agreement. As the vaccination site was expected to operate for four to six months, the Stadium Authority requested that the portion estimated to be associated with the vaccination operations be credited back based on historical usage and per the lease requirements regarding expenses for NFL sponsored events. No additional information was provided by the Stadium Manager and the Stadium Authority continues to pay half of the invoiced amount until documentation showing a credit for the vaccination site utility usage is produced. Utility costs are 31% of the budget for the year, or \$495,500.

The current budget includes an additional \$250,000 in the Transfers Out line item for a Board approved electrical maintenance and repair services related to Levi's Signage Repairs project. It also includes an estimated \$600,000 loss projected by the Stadium Manager for Non-NFL events. The Stadium Manager invoiced the Stadium Authority \$510,000 in estimated Non-NFL events expenses through the third quarter. The invoice is premature, and the Stadium Manager did not provide adequate supporting documentation for the estimated expenses so the Stadium Authority withheld payments to this expense item as of the end of this quarter.

As of the end of third quarter of FY 2021/22, the Stadium Manager issued approximately \$5.7 million in Notices of Default to the Stadium Authority for the unpaid Non-Compensation Shared Stadium Manager expenses, SBL Sales & Service expenses, Utilities, Non-NFL event expenses and other G&A expense. These Notices of Default carry a 12% interest rate. The Stadium Manager invoiced a total of \$186,033 in interests (\$7,259 in first quarter, \$52,651 in second quarter, and \$126,123 in third quarter) for the outstanding Notices of Default at the end of December 31, 2021. These claims are currently in litigation.

Additional details are shown in Table 8.

Table 8  
**Santa Clara Stadium Authority**  
**Operating Budget Status Report**  
For the Period Ending December 31, 2021 and 2020

	Period Ending December 31, 2021				Period Ending December 31, 2020			
	Final Budget	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
<b>Resources</b>								
<b>Revenues</b>								
NFL Ticket Surcharge	\$ 8,665,000	\$ 8,900,398	\$ (235,398)	103%	\$ 8,665,000	\$ -	\$ 8,665,000	0%
SBL Proceeds	23,682,000	15,391,101	8,290,899	65%	24,213,000	9,956,678	14,256,322	41%
Interest	56,000	14,947	41,053	27%	896,000	28,112	867,888	3%
Non-NFL Event Revenue	-	-	-	NA	-	-	-	NA
Net Revenues from Non-NFL Events	-	-	-	NA	1,500,000	-	1,500,000	0%
Naming Rights	7,165,000	3,529,738	3,635,262	49%	6,957,000	3,426,930	3,530,070	49%
Sponsorship Revenue (STR)	325,000	243,750	81,250	75%	392,000	243,750	148,250	62%
Rent	24,762,000	19,122,100	5,639,900	77%	24,762,000	14,857,200	9,904,800	60%
Senior & Youth Program Fees	232,000	211,591	20,409	91%	230,000	-	230,000	0%
Non-NFL Event Ticket Surcharge	150,000	-	150,000	0%	572,000	-	572,000	0%
Bay Area Host Committee Reimbursement	-	-	-	NA	-	727	(727)	NA
Other Revenue	-	-	-	NA	-	-	-	NA
<b>Revenues Subtotal</b>	<b>\$ 65,037,000</b>	<b>\$ 47,413,625</b>	<b>\$ 17,623,375</b>	<b>73%</b>	<b>\$ 68,187,000</b>	<b>\$ 28,513,396</b>	<b>\$ 39,673,604</b>	<b>42%</b>
<b>Total Resources</b>	<b>\$ 65,037,000</b>	<b>\$ 47,413,625</b>	<b>\$ 17,623,375</b>	<b>73%</b>	<b>\$ 68,187,000</b>	<b>\$ 28,513,396</b>	<b>\$ 39,673,604</b>	<b>42%</b>
<b>Expenses</b>								
<b>Shared Stadium Manager Expenses</b>								
Stadium Operations	\$ 1,681,393	\$ 1,438,442	\$ 242,951	86%	\$ -	\$ -	\$ -	NA
Engineering	1,543,240	1,270,215	273,025	82%	-	-	-	NA
Guest Services	304,134	199,630	104,504	66%	-	-	-	NA
Groundskeeping	93,809	77,225	16,584	82%	-	-	-	NA
Security	378,652	311,655	66,997	82%	-	-	-	NA
Procurement	311,412	207,608	103,804	67%	-	-	-	NA
Insurance	3,136,000	2,457,134	678,866	78%	3,045,000	2,283,750	761,250	75%
Stadium Management Fee	-	-	-	NA	-	-	-	NA
<b>Shared Stadium Mngr Exps Subtotal</b>	<b>\$ 7,448,640</b>	<b>\$ 5,961,909</b>	<b>\$ 1,486,731</b>	<b>80%</b>	<b>\$ 3,045,000</b>	<b>\$ 2,283,750</b>	<b>\$ 761,250</b>	<b>75%</b>
<b>Other Expenses</b>								
SBL Sales and Service	\$ 3,448,000	\$ 1,800,000	\$ 1,648,000	52%	\$ 3,610,000	\$ 1,717,000	\$ 1,893,000	48%
Senior & Youth Fees (paid to City)	232,000	211,592	20,408	91%	230,000	-	230,000	0%
Non-NFL Event Expense	600,000	-	600,000	0%	-	-	-	NA
Ground Rent (paid to City)	425,000	425,000	-	100%	390,000	390,000	-	100%
Performance Rent (paid to City)	-	-	-	NA	555,000	-	555,000	0%
Discretionary Fund Expense	250,000	-	250,000	0%	250,000	-	250,000	0%
Utilities	1,586,000	495,500	1,090,500	31%	1,597,000	1,064,000	533,000	67%
Use of StadCo Tenant Improvements	26,000	-	26,000	0%	73,000	-	73,000	0%
Stadium Authority G&A	5,115,000	2,106,650	3,008,350	41%	4,581,000	1,981,261	2,599,739	43%
Naming Rights Commission	88,000	88,244	(244)	100%	30,000	30,000	-	100%
Legal Contingency	3,810,360	-	3,810,360	0%	9,231,000	-	9,231,000	0%
Other Expenses	388,000	152,206	235,794	39%	1,400,000	552,251	847,749	39%
College Football Playoff Expense	-	-	-	NA	-	727	(727)	NA
Transfers Out	41,512,000	25,860,883	15,651,117	62%	42,847,000	35,440,676	7,406,324	83%
Contribution to Operating Reserve	-	-	-	NA	348,000	-	348,000	0%
<b>Other Expenses Subtotal</b>	<b>\$ 57,480,360</b>	<b>\$ 31,140,075</b>	<b>\$ 26,340,285</b>	<b>54%</b>	<b>\$ 65,142,000</b>	<b>\$ 41,175,915</b>	<b>\$ 23,966,085</b>	<b>63%</b>
<b>Total Expenses</b>	<b>\$ 64,929,000</b>	<b>\$ 37,101,984</b>	<b>\$ 27,827,016</b>	<b>57%</b>	<b>\$ 68,187,000</b>	<b>\$ 43,459,665</b>	<b>\$ 24,727,335</b>	<b>64%</b>
Operating Reserve	\$ 9,693,657	\$ 11,940,523			\$ 11,593,270	\$ 11,592,741		
Discretionary Fund	\$ 2,327,850	\$ 2,327,850			\$ 2,302,075	\$ 2,327,850		

### ***Debt Service Budget***

The Stadium Authority's FY 2021/22 debt service revenue budget of \$483,000 represents anticipated contributions from the Community Facilities District (CFD). The CFD levies and collects a special hotel tax on hotel rooms within the CFD. All collections from the special CFD hotel taxes are contributed to Stadium Authority to pay down the CFD advance. The CFD Advance is payable solely from amounts actually received by the Stadium Authority from the CFD. During the first three quarters of the current fiscal year, \$542,797 was contributed by the CFD. Transfers in from operating fund amounted to \$25.9 million or 69% of budget.

Total Stadium Authority debt service expenses for the current reporting period were \$24.9 million, 65% of the budgeted amount. The debt service expenses for the CFD Advance, the Term A Loan, and the StadCo Subordinated Loan were \$1.3 million, \$22.7 million, and \$0.9 million, respectively.

On April 1, 2020, the Stadium Authority completed the Trust Excess Cash Flow funding instructions for fiscal year 2019-20 and provided it to FinanceCo and StadCo to complete the year end Trust Excess Cash Flow funding distribution per the Deposit and Disbursement Agreement. The Trust Excess Cash Flow instruction specifically excluded payments to the Revolving Loan of \$6,300,653 because the Stadium Authority did not recognize this as an expense due to the fact that ManagementCo had improperly withdrawn funds under the Revolving Loan without authorization and in violation of the Revolving Loan terms. StadCo did not follow the funding instructions and took the Excess Revenues from the distribution to pay off the Management Company Revolving Loan instead of leaving the monies in the trust bank account. The Stadium Authority was informed of this diversion in a letter dated April 27, 2020. On May 18, 2020, the Stadium Authority notified StadCo and the Trust that the diversion is in direct contravention of the Stadium Authority's instructions to the Trustee with regards to the use of Excess Revenue. Subsequently, the Stadium Authority has recorded a receivable from StadCo for \$6,300,653 for the portion diverted from the funding instruction. These claims are currently in litigation.

On March 31, 2021, the Stadium Authority completed the Trust Excess Cash Flow funding instructions for FY 2020-21 and provided it to FinanceCo and StadCo to complete the year end Trust Excess Cash Flow funding distribution per the Deposit and Disbursement Agreement. The instruction requested for the Trust to pay the \$5,796,711 minimum debt service amount due for the Subordinate Loan. StadCo did not follow the funding instructions and took \$2,167,689 from the distribution to pay off the Management Company Revolving Loan instead of paying down the Subordinated Loan debt service amount that the Stadium Authority instructed StadCo to pay. The Stadium Authority was informed of this diversion in a letter dated May 18, 2021. StadCo noted that the minimum debt service amount due was \$3,629,022 because the loan amortization schedule was reset after a loan adjustment in March 2017. However, the Stadium Authority Board did not formally approve this revised loan amortization schedule. Subsequently, because we dispute this diversion, the Stadium Authority has recorded a receivable from StadCo for \$2,167,689 for the portion diverted from the funding instruction.

As of December 31, 2021, the total outstanding amount of Stadium Authority debt had declined to \$282.8 million. This is a reduction in principal of \$14.0 million from the March 31, 2021 outstanding debt amount of \$296.8 million.

Additional details are shown in Tables 9 and 10 and Chart 1.

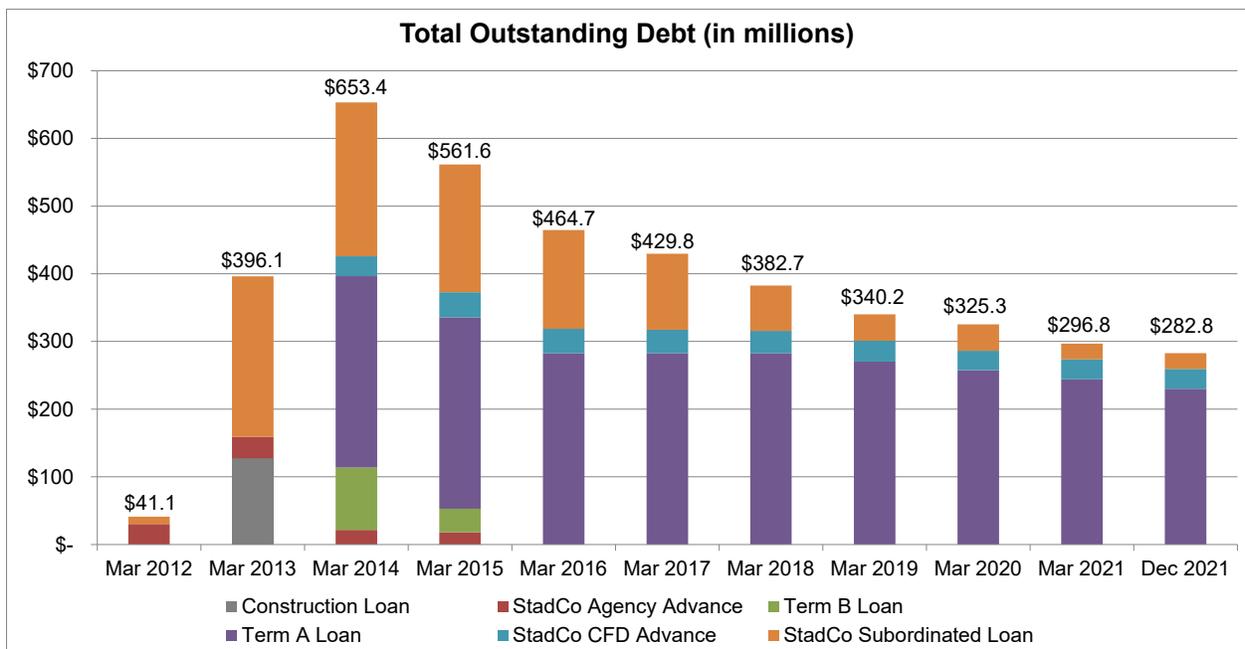
Table 9  
**Santa Clara Stadium Authority**  
**Debt Service Budget Status Report**  
For the Period Ending September 30, 2021 and 2020

	Period Ending December 31, 2021				Period Ending December 31, 2020			
	Final Budget	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
<b>Resources</b>								
<b>Revenues</b>								
Contribution from CFD	\$ 483,000	\$ 542,797	\$ (59,797)	112%	\$ 4,028,000	\$ 222,227	\$ 3,805,773	6%
<b>Revenues Subtotal</b>	<b>\$ 483,000</b>	<b>\$ 542,797</b>	<b>\$ (59,797)</b>	<b>112%</b>	<b>\$ 4,028,000</b>	<b>\$ 222,227</b>	<b>\$ 3,805,773</b>	<b>6%</b>
Net Transfers In from Operating	37,572,000	25,860,884	11,711,116	69%	39,265,000	34,281,402	4,983,598	87%
Contribution from Fund Balance	-	(1,523,608)	1,523,608	NA	-	4,211,573	(4,211,573)	NA
<b>Total Resources</b>	<b>\$ 38,055,000</b>	<b>\$ 24,880,074</b>	<b>\$ 13,174,926</b>	<b>65%</b>	<b>\$ 43,293,000</b>	<b>\$ 38,715,202</b>	<b>\$ 4,577,798</b>	<b>89%</b>
<b>Expenses</b>								
CFD Advance	\$ 483,000	\$ 1,273,677	\$ (790,677)	264%	\$ 3,989,000	\$ 1,613,936	\$ 2,375,064	40%
Term A Loan	25,529,000	22,652,184	2,876,816	89%	25,562,000	22,510,009	3,051,991	88%
StadCo Subordinated Loan	12,043,000	954,213	11,088,787	8%	13,742,000	14,591,257	(849,257)	106%
<b>Total Expenses</b>	<b>\$ 38,055,000</b>	<b>\$ 24,880,074</b>	<b>\$ 13,174,926</b>	<b>65%</b>	<b>\$ 43,293,000</b>	<b>\$ 38,715,202</b>	<b>\$ 4,577,798</b>	<b>89%</b>
Debt Service Reserve	\$ 11,536,235	\$ 11,536,235			\$ 11,536,235	\$ 11,536,235		

Table 10  
**Santa Clara Stadium Authority**  
**Debt Summary Report**  
For the Period Ending December 31, 2021

Type of Indebtedness	Interest Rates	Outstanding as of March 31, 2021	Net Change	Outstanding as of December 31, 2021
Stadium Funding Trust Loan:				
Term A Loan	5.00%	\$ 244,160,240	\$ (14,022,000)	\$ 230,138,240
StadCo CFD Advance	5.73%	29,502,893	-	29,502,893
StadCo Subordinated Loan	5.50%	23,132,426	-	23,132,426
<b>Total</b>		<b>\$ 296,795,559</b>	<b>\$ (14,022,000)</b>	<b>\$ 282,773,559</b>

Chart 1



### ***Capital Improvement Project Budget***

As part of the Capital Expense (“CapEx”) Plan, the following projects have been completed as of the current reporting period:

- Key Management System
- Rigaku CQL 1064nm Handheld Raman Chemical Detector
- True Defender FTX S1 WMD Chemical Detector
- Surveillance – Command Center Equipment
- CCTV Pop Up Trailers
- Security X-Ray Scanners

The following CapEx projects are currently in progress and expected to be completed by the end of the fiscal year:

- Financial Management Information System
- Vehicle Upfits for John Deere Gator
- Lift Station
- Tunnel Slip and Fall Protection
- RadHalo Remote Radiation Monitors
- PPE Replacement (Nomax Tops and Bottoms)
- Levi’s® Signage Repairs
- Non-Slip Floor Matting

The Stadium Authority’s FY 2021/22 CIP budget of \$14.6 million was adopted on March 23, 2021, and the Board subsequently approved budget amendment of \$256 thousand for electrical maintenance and repair services related to Levi’s® Signage Repairs project and Non-Slip Floor Matting project.

A total of \$798,266 has been spent in FY 2021/22, which amounts to 5.4% of the budget. The main reasons that this is below budget are (1) there has been little activity on warranty work which makes up 10.3% of the CIP Budget, and (2) a number of projects are behind schedule due to ManagementCo’s inability to demonstrate compliance with State procurement and prevailing wage laws. As a result, capital projects have stalled. We continue to raise this issue with ManagementCo to ensure the Stadium Authority asset is maintained in a sufficient manner, and we believe that ManagementCo is working towards completing these duties for this fiscal year.

Additional details are shown below in Table 11.

Table 11  
**Santa Clara Stadium Authority**  
**CIP Budget Status Report**  
For the Period Ending December 31, 2021 and 2020

	Period Ending December 31, 2021				Period Ending December 31, 2020			
	Final Budget	YTD Actuals	Budget to Actual Difference	% Received	Final Budget	YTD Actuals	Budget to Actual Difference	% Received
<b>Beginning Balances</b>	\$ 19,438,420	\$ 20,805,741	\$ (1,367,321)		\$ 17,837,300	\$ 17,010,611	826,689	
<b>Resources</b>								
Transfers In from Operating Budget	3,940,000	-	3,940,000	0%	3,582,000	1,159,274	2,422,726	32%
Transfers In from Stadium Manager	-	-	-	NA	-	-	-	NA
<b>Total Resources</b>	<b>\$ 23,378,420</b>	<b>\$ 20,805,741</b>	<b>\$ 2,572,679</b>	<b>89%</b>	<b>\$ 21,419,300</b>	<b>\$ 18,169,885</b>	<b>\$ 3,249,415</b>	<b>85%</b>
	Final Budget	YTD Actuals	Budget to Actual Difference	% Used	Final Budget	YTD Actuals	Budget to Actual Difference	% Used
<b>Expenses</b>								
Construction	6,743,911	349,469	6,394,442	5%	4,725,327	18,442	4,706,885	0%
Equipment	5,991,621	448,797	5,542,824	7.5%	6,460,557	675,812	5,784,745	10%
Contingency	623,935	-	623,935	0%	559,296	-	559,296	0%
Stadium Warranty Related Construction	1,528,202	-	1,528,202	0%	1,528,202	-	1,528,202	0%
<b>Total Expenses</b>	<b>\$ 14,887,669</b>	<b>\$ 798,266</b>	<b>\$ 14,089,403</b>	<b>5.4%</b>	<b>\$ 13,273,382</b>	<b>\$ 694,254</b>	<b>\$ 12,579,128</b>	<b>5%</b>
<b>Ending Balances</b>	<b>\$ 8,490,751</b>	<b>\$ 20,007,475</b>			<b>\$ 8,145,918</b>	<b>\$ 17,475,631</b>		

**Capital Improvement Project Budget - Adjustment**

From time to time, budget amendments may be necessary to align capital expenditures to actual or unexpected activities during the course of a fiscal year. In FY 2021/22, there were three prior fiscal year’s CapEx projects that were completed in FY2021/22. The Rope Rescue Gear, Stadium Personal Protective Equipment and Public Safety Command Post Dispatch System projects were expected to be completed during FY 2020/21 but were delayed due to the ongoing impacts of the COVID-19 on global supply chains and documentation request from the Stadium Manager. As a result, the projects were completed in FY 2021/22 and a budget adjustment is needed to reflect the costs of the projects.

Therefore staff is requesting the budget amendments noted in Table 12.

Table 12  
**Santa Clara Stadium Authority**  
**2021/22 CIP Budget Adjustment**

	2021/22 Fiscal Year			
	Adopted Budget	Amended Budget	Adjustments	Final Amended Budget
<b>Beginning Balance</b>	\$ 19,438,420	\$ -	\$ -	\$ 19,438,420
<b>Resources</b>				
<b>Revenues</b>				
Transfers in from Operating	3,690,000	250,000		3,940,000
<b>Total Resources</b>	<b>\$ 23,128,420</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ 23,378,420</b>
<hr/>				
	Adopted Budget	Amended Budget	Adjustments	Final Amended Budget
<b>Expenses</b>				
Construction	\$ 6,743,911	\$ -	\$ -	\$ 6,743,911
Equipment	5,734,770	256,851	126,940	6,118,561
Contingency	623,935	-	-	623,935
Stadium Warranty Related Construction	1,528,202	-	-	1,528,202
<b>Total Expenses</b>	<b>\$ 14,630,818</b>	<b>\$ 256,851</b>	<b>\$ 126,940</b>	<b>\$ 15,014,609</b>
Capital Expense Reserve	\$ 8,497,602	\$ 8,490,751		\$ 8,363,811

## City of Santa Clara Net General Fund Impact

During the current reporting period there was a total of \$1,015,309 that was contributed to the General Fund as shown in Table 12. This section of the report also provides information on General Fund revenue and expenditure impacts resulting from the stadium.

Table 13

## City of Santa Clara Net General Fund Impact

For Stadium Authority Fiscal Year to Date Ending December 31, 2021

Ground Rent	\$	425,000
Performance Rent		-
Senior and Youth Program Fees		211,591
Tasman Lots Parking Fee		19,650
Sales Tax		359,068
<b>Total Net General Fund Impact</b>	<b>\$</b>	<b>1,015,309</b>

### ***Public Safety and Administrative Cost Reimbursement***

As described in earlier sections of this report, costs incurred by the City on NFL and Non-NFL events are tracked and billed to the Stadium Manager. Public safety costs incurred in support of NFL and Non-NFL events occurring in FY 2021/22 will be reimbursed in full to the City of Santa Clara.

In addition to public safety costs, administrative costs are also tracked and billed to the Stadium Authority. These include the cost of providing overall stadium management, financial, human resource, legal, and other services to the Stadium Authority. In the first three quarter of FY 2021/22, a total of \$1,090,752 of administrative costs were incurred by the General Fund, which have been reimbursed to the City.

### ***Rents and Senior and Youth Program Fees***

As noted above the City's General Fund collected ground rent of \$425,000. Additionally, Senior and Youth Program Fees generated \$211,591, of which the entire amount was forwarded to the City in support of senior and youth programs. Lastly, the Tasman Lots Parking Fee generated \$19,650 for the City. See the Glossary for more information on these revenues and how they are calculated.

### ***Other Revenue Impacts***

General Fund sales tax, property tax, and transient occupancy tax (TOT) collections have benefited from the direct and indirect economic activity related to stadium events.

Food and beverage concession sales and merchandise sales at Levi's® Stadium are taxable, resulting in sales tax revenue for the City. The last three quarters of sales tax collections from Levi's® Stadium transactions generated \$359,068 for the City's General Fund. In addition to the direct sellers at the Stadium, other businesses in Santa Clara are benefiting from the influx of people coming to attend one or more events at Levi's® Stadium, resulting in potentially more sales tax collections for the General Fund.

In accordance with State Law, StadCo must pay possessory interest property tax based on their lease of Levi's® Stadium from the Stadium Authority. This revenue is collected by the county and placed into the Redevelopment Property Tax Trust Fund (RPTTF). Amounts remaining in the RPTTF after paying any enforceable obligations of the Successor Agency are distributed to taxing entities in the same proportion as secured property taxes. The City's proportion is approximately 10%.

Many stadium events bring travelers to the region, resulting in hotel stays which generate TOT collections for the City's General Fund. Although it is impossible to say exactly what portion of the City's TOT collections is due to the stadium, it is clear that hotels both inside and outside the City have benefited, resulting in increases in TOT collections in Santa Clara and our neighboring cities.

**Glossary**

This section of the report provides details behind key terms that are used in the body of this report.

**Discretionary Fund** – The Amended and Restated Stadium Lease Agreement describes the Non-NFL Event Ticket Surcharge which is imposed by the Stadium Authority. All promoters or sponsors of ticketed Non-NFL events are required to collect a Non-NFL Event Ticket Surcharge of \$4 per ticket on behalf of the Stadium Authority. One-half of these proceeds are used to cover Stadium Authority operating and maintenance costs. The other one-half of the proceeds are deposited in the Stadium Authority’s discretionary fund. If at any time the discretionary fund balance exceeds \$1 million, then in consultation with the Stadium Manager, the Stadium Authority will determine if provision has been made for replacement and improvement of capital improvements contemplated under the public safety plan. If not, then funds will be reserved in the discretionary fund for such purposes. If adequate provision has been made for these items and the balance of the discretionary fund still exceeds \$1 million, then up to half of the amount over \$1 million can be transferred to the General Fund, in which event an equal amount will also be transferred from the discretionary fund to the Stadium Authority operating fund and will be included as revenue available to pay Stadium Authority expenses.

**Ground Lease** – The Ground Lease Agreement has an initial term of 40 years commencing on the date of substantial completion which was July 31, 2014. The amount of annual base ground rent that is payable by the Stadium Authority to the City is noted in the chart below.

Lease Year	Fiscal Year	Annual Fixed Ground Rent
1	2014/15	\$ 180,000
2	2015/16	\$ 215,000
3	2016/17	\$ 250,000
4	2017/18	\$ 285,000
5	2018/19	\$ 320,000
6	2019/20	\$ 355,000
7	2020/21	\$ 390,000
8	2021/22	\$ 425,000
9	2022/23	\$ 460,000
10	2023/24	\$ 495,000
11-15	2024/25 - 2028/29	\$ 1,000,000
16-20	2029/30 - 2033/34	\$ 1,100,000
21-25	2034/35 - 2038/39	\$ 1,200,000
26-30	2039/40 - 2043/44	\$ 1,300,000
31-35	2044/45 - 2048/49	\$ 1,400,000
36-40	2049/50 - 2053/54	\$ 1,500,000

**Net Non-NFL Event Revenue** – Net Non-NFL Event Revenue is remitted by ManagementCo to the Stadium Authority on a yearly basis. This is done annually because the final reconciliation of the Non-NFL event revenues and expenses does not occur until after the conclusion of each fiscal year.

Beginning with FY 2018/19, the Stadium Authority budgeted the Non-NFL event activity at gross, budgeting for revenue and expenses separately. In the prior fiscal years that activity was budgeted as a net amount.

**NFL Ticket Surcharge** – The Amended and Restated Non-Relocation Agreement states that the Team will collect a 10% NFL ticket surcharge on the price of admission to all NFL games on behalf of Stadium Authority.

**Non-NFL Event Ticket Surcharge** – The Stadium Lease Agreement requires that the promoter or sponsor of any Non-NFL event collect a Non-NFL Event Ticket Surcharge of \$4 per ticket. The Lease Agreement sets aside one-half of the Non-NFL Ticket Surcharge for stadium operating and maintenance costs and one-half for discretionary expenses of the Stadium Authority.

**Offsite Parking Fees** – Parking lot operators who wish to operate a parking lot for sports or entertainment venues are required to go through the City’s permitting process. If approved, per the City’s Municipal Fee Schedule, these operators remit an offsite parking fee for each car that is parked for sports or entertainment events. This fee is designed to recover the public safety costs associated with these permitted offsite parking lots. Therefore, when invoicing for NFL or Non-NFL public safety costs for a particular event held at Levi’s® Stadium, the offsite parking fee that is collected for said event partly offsets the total public safety costs owed for that event. In the City’s FY 2021/22 (July 1, 2021 through June 30, 2022) the offsite parking fee is \$5.91.

**Performance-Based Rent** – The Amended and Restated Stadium Lease Agreement and the Ground Lease Agreement both describe the performance-based rent that is due to the City. (It is calculated as 50% of the net income from Non-NFL events less performance-based rent credits. The performance-based rent credits include 50% of the fixed ground rent for the current lease year.)

**Public Safety Costs** – For each NFL and Non-NFL event held at Levi’s® Stadium, a public safety plan is developed and implemented. Multiple City departments provide staffing, materials, and supplies to support the public safety plan. Services are provided through a combination of City staff, contracts with other agencies (California Highway Patrol, County Sheriff’s Office, and City of Sunnyvale) and some vendor provided services.

The Amended and Restated Stadium Lease Agreement section 7.5 states that the tenant is responsible for reimbursing the City for the public safety costs attributed to NFL events at Levi’s® Stadium. Additionally, Article 5 of the Stadium Management Agreement notes that the Stadium Manager is responsible for paying Non-NFL event expenses on behalf of the Stadium Authority. Therefore, the cost of providing public safety services are tracked through the City’s financial system and invoices are sent to the Stadium Manager. All of these costs are reimbursed to the City of Santa Clara.

**Senior and Youth Program Fees** – The Amended and Restated Stadium Lease Agreement requires that StadCo collect a Senior and Youth Program Fee of \$0.35 per NFL ticket sold on behalf of the Stadium Authority. Per section 8.2 of the Ground Lease Agreement between the City and the Stadium Authority, the Stadium Authority remits this fee to the City as additional rent to support senior and youth programs in the City.

**Stadium Management Fee** – The Stadium Manager receives an annual base management fee to manage Levi’s® Stadium. The fee was \$400,000 in the first lease year and increases by 3% annually as detailed in the table below. This annual base management fee is split 50/50 between StadCo and the Stadium Authority since the Stadium Manager manages the stadium year-round for both entities. In addition to the base management fee, the Stadium Manager also receives a stadium marketing and booking fee (incentive fee) which is based on a percentage of the amount that the net income from Non-NFL events exceeds the marketing and booking fee benchmark. The marketing and booking fee benchmark was \$5 million in the first lease year and also increases by 3% annually as detailed in the table below. The annual stadium management fee for each of the first ten lease years are noted in the chart below.

Fiscal Year	Lease Year	Annual Base Stadium Management Fee (SCSA Share)	Stadium Marketing and Booking Fee Benchmark	Net Income from Non-NFL Events	Additional Stadium Marketing and Booking Fee	Total Stadium Management Fee
2014/15	1	\$ 200,000	\$ 5,000,000	\$ 5,207,553	\$ 10,378	\$ 210,378
2015/16	2	206,000	5,150,000	6,079,016	46,451	252,451
2016/17	3	212,180	5,304,500	5,316,894	620	212,800
2017/18	4	218,545	5,463,635	5,163,329	-	218,545
2018/19	5	225,102	5,627,544	18,591	-	225,102
2019/20	6	231,855	5,796,370	(2,741,014)	-	231,855
2020/21	7	238,810	5,970,261	(476,960)	-	238,810
2021/22 <sup>(1)</sup>	8	245,975	6,149,369	(550,000)	-	245,975
2022/23	9	253,354	6,333,850			
2023/24	10	260,955	6,523,866			

<sup>(1)</sup> Net loss from Non-NFL events for FY 2021/22 is a projection.

**Tasman Lots Parking Fees** – The City collects a fee of \$5 per space for all cars that are parked on the Tasman surface lots during NFL events.

# **Attachment 2**

## **Rope Rescue Gear Project**

Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
oaksales@lncurtis.com  
DUNS#: 00-922-4163



Pacific North Division  
6723 Sierra Court, Suite C  
Dublin, CA 94568  
www.LNCurtis.com  
Invoice No. INV555410

# Invoice

**SOLD TO:**

Santa Clara City Fire Department  
777 Benton Street  
Santa Clara CA 95050

**SHIP TO:**

Santa Clara City Fire Department  
Anthony Pascoal  
1900 Walsh Avenue  
Santa Clara CA 95050

**REMIT PAYMENT TO:**  
L.N. Curtis and sons  
Dept. 34921  
P.O. Box 39000  
San Francisco, CA 94139

INVOICE NO.	SALES ORDER NO.	INVOICE DATE
INV555410	682634	12/28/2021

DATE DUE	SALES DATE	TOTAL
01/27/2022	11/16/2021	\$824.99

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	SALESPERSON	FOB	TRACKING NUMBERS
SCSA088	Anthony Pascoal	C36300	Trevor Murphy	DEST	

**ACCOUNTING INSTRUCTIONS**

EMAIL ALL INVOICES TO: [ngresham@SantaClaraca.gov](mailto:ngresham@SantaClaraca.gov)

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4	EA	301017 CMC	Yellow/ Black Y-Shok Lanyard	\$189.00	\$756.00

**TERMS NET 30**

Service charge 1.5% per month added after 30 days

<b>Subtotal</b>	\$756.00
<b>Tax Total</b>	\$68.99
<b>Transportation</b>	\$0.00
<b>Total</b>	\$824.99
<b>Total Payments</b>	\$0.00
<b>Total Due</b>	\$824.99

Ph: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
 DUNS#: 00-922-4163



Pacific North Division  
 185 Lennon Lane Suite 110  
 Walnut Creek, CA 94598  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Invoice No. INV487963

# Invoice

**SOLD TO:**

Santa Clara City Fire Department  
 777 Benton Street  
 Santa Clara CA 95050

**SHIP TO:**

Santa Clara City Fire Department  
 Anthony Pascoal  
 1900 Walsh Avenue  
 Santa Clara CA 95050

**REMIT PAYMENT TO:**  
 L.N. Curtis and sons  
 Dept. 34921  
 P.O. Box 39000  
 San Francisco, CA 94139

INVOICE NO.	SALES ORDER NO.	INVOICE DATE
INV487963	606725	05/10/2021

DATE DUE	SALES DATE	TOTAL
06/09/2021	12/09/2020	\$4,794.91

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	SALESPERSON	FOB	TRACKING NUMBERS
SCSA088	Anthony Pascoal	C36300	Trevor Murphy	DEST	

**ACCOUNTING INSTRUCTIONS**

DO NOT MAIL EMAIL ALL INVOICES TO: [ngresham@SantaClaraca.gov](mailto:ngresham@SantaClaraca.gov)

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	727300 CMC	Arizona vortex tripod kit, includes: 1 - Head set kit 1 - Head set pulley wheel 4 - Head set pins 1 - Head set backpack 3 - Inner legs 7 - Outer legs 17 - Leg/foot pins 3 - Leg bags w/ shoulder straps 3 - Flat (omni) feet 3 - Raptor (claw) feet 2 - Foot storage sleeves 1 - Orange pin bag 21 - Hi-viz orange pin flags 1 - Adjustable hobble straps 1 - 8mm safety tether cord, 40' length 1 - User's manual	\$4,399.00	\$4,399.00

Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Pacific North Division  
185 Lennon Lane Suite 110  
Walnut Creek, CA 94598  
[www.LNCurtis.com](http://www.LNCurtis.com)  
Invoice No. INV487963

**TERMS NET 30**

Service charge 1.5% per month added after 30 days

<b>Subtotal</b>	\$4,399.00
<b>Tax Total</b>	\$395.91
<b>Transportation</b>	\$0.00
<b>Total</b>	\$4,794.91
<b>Total Payments</b>	\$0.00
<b>Total Due</b>	\$4,794.91

Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
oaksales@lncurtis.com  
DUNS#: 00-922-4163



Pacific North Division  
185 Lennon Lane Suite 110  
Walnut Creek, CA 94598  
www.LNCurtis.com  
Invoice No. INV483763

# Invoice

**SOLD TO:**

Santa Clara City Fire Department  
777 Benton Street  
Santa Clara CA 95050

**SHIP TO:**

Santa Clara City Fire Department  
Anthony Pascoal  
1900 Walsh Avenue  
Santa Clara CA 95050

**REMIT PAYMENT TO:**  
L.N. Curtis and sons  
Dept. 34921  
P.O. Box 39000  
San Francisco, CA 94139

INVOICE NO.	SALES ORDER NO.	INVOICE DATE
INV483763	606725	04/26/2021

DATE DUE	SALES DATE	TOTAL
05/26/2021	12/09/2020	\$1,673.15

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	SALESPERSON	FOB	TRACKING NUMBERS
SCSA088	Anthony Pascoal	C36300	Trevor Murphy	DEST	

**ACCOUNTING INSTRUCTIONS**

DO NOT MAIL EMAIL ALL INVOICES TO: [ngresham@SantaClaraca.gov](mailto:ngresham@SantaClaraca.gov)

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	721903 CMC	Rescue spec pak patientextrication system	\$1,535.00	\$1,535.00

**TERMS NET 30**

Service charge 1.5% per month added after 30 days

<b>Subtotal</b>	\$1,535.00
<b>Tax Total</b>	\$138.15
<b>Transportation</b>	\$0.00
<b>Total</b>	\$1,673.15
<b>Total Payments</b>	\$0.00
<b>Total Due</b>	\$1,673.15

Ph: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
 oaksales@lncurtis.com  
 DUNS#: 00-922-4163



Pacific North Division  
 185 Lennon Lane Suite 110  
 Walnut Creek, CA 94598  
 www.LNCurtis.com  
 Invoice No. INV481697

# Invoice

**SOLD TO:**

Santa Clara City Fire Department  
 777 Benton Street  
 Santa Clara CA 95050

**SHIP TO:**

Santa Clara City Fire Department  
 Anthony Pascoal  
 1900 Walsh Avenue  
 Santa Clara CA 95050

**REMIT PAYMENT TO:**  
 L.N. Curtis and sons  
 Dept. 34921  
 P.O. Box 39000  
 San Francisco, CA 94139

INVOICE NO.	SALES ORDER NO.	INVOICE DATE
INV481697	606725	04/19/2021

DATE DUE	SALES DATE	TOTAL
05/19/2021	12/09/2020	\$19,761.05

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	SALESPERSON	FOB	TRACKING NUMBERS
SCSA088	Anthony Pascoal	C36300	Trevor Murphy	DEST	

**ACCOUNTING INSTRUCTIONS**

DO NOT MAIL EMAIL ALL INVOICES TO: [ngresham@SantaClaraca.gov](mailto:ngresham@SantaClaraca.gov)

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	727400 CMC	Azorp kit arizonavortex	\$490.00	\$490.00
2	4	EA	500104 CMC	System aztek proseries	\$375.00	\$1,500.00
3	1	EA	733500 HARKEN	Winch lokhead kit	\$2,749.00	\$2,749.00
4	4	EA	240029 CMC	Proseries radio harness	\$75.00	\$300.00
5	1	EA	CMC CUSTOM 000045	As follows: 733431	\$27.00	\$27.00
				DRILL ADAPTER, POWERED CRANK HANDLE, HARKEN		
6	1	EA	201022 CMC	Sma blue proseries anchor strap	\$44.00	\$44.00
7	1	EA	201023 CMC	Med blue proseries anchor strap	\$46.00	\$46.00
8	1	EA	201024 CMC	Lar blue proseries anchor strap	\$47.00	\$47.00
9	1	EA	201025 CMC	XLarge blue proseries anchor strap	\$51.00	\$51.00
10	1	EA	201026 CMC	XXL blue proseries anchor strap	\$56.00	\$56.00
11	2	EA	345D23 CMC	Lar red petzl i'd self-braking descender	\$275.00	\$550.00
12	1	EA	501358 CMC	Team mpd fire-rescue kit ** For detailed description see product specifications at bottom of order/quote	\$9,299.00	\$9,299.00
13	1	EA	752201 CMC	Sked basic rescue system orange with cobra buckles, sk-200c-or	\$675.00	\$675.00
14	2	EA	300750 CMC	Enforcer load cell kit UL certified to NFPA	\$665.00	\$1,330.00
15	50	FT	200106 CMC	1" Green tubular webbing, ft	\$0.37	\$18.50

Ph: 510-839-5111  
TF: 800-443-3556  
Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Pacific North Division  
185 Lennon Lane Suite 110  
Walnut Creek, CA 94598  
[www.LNCurtis.com](http://www.LNCurtis.com)  
Invoice No. INV481697

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
16	120	FT	200107 CMC	1" Yellow tubular webbing	\$0.37	\$44.40
17	150	FT	200102 CMC	1" Blue tubular webbing	\$0.37	\$55.50
18	200	FT	200101 CMC	1" Orange tubular webbing	\$0.37	\$74.00
19	1	EA	567010 CMC	Resqmax titanium grappling hook	\$773.00	\$773.00

TERMS NET 30

Service charge 1.5% per month added after 30 days

<b>Subtotal</b>	\$18,129.40
<b>Tax Total</b>	\$1,631.65
<b>Transportation</b>	\$0.00
<b>Total</b>	\$19,761.05
<b>Total Payments</b>	\$0.00
<b>Total Due</b>	\$19,761.05

# **Attachment 3**

## **Stadium Personal Protective Equipment**

Ph: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
 DUNS#: 00-922-4163



Pacific North Division  
 6723 Sierra Court, Suite C  
 Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Invoice No. INV492681

# Invoice

**SOLD TO:**

Santa Clara City Fire Department  
 777 Benton Street  
 Santa Clara CA 95050

**SHIP TO:**

Santa Clara City Fire Department California  
 Larry Mar  
 3011 Corvin Drive  
 Santa Clara CA 95051

**REMIT PAYMENT TO:**  
 L.N. Curtis and sons  
 Dept. 34921  
 P.O. Box 39000  
 San Francisco, CA 94139

INVOICE NO.	SALES ORDER NO.	INVOICE DATE
INV492681	609463	05/25/2021

DATE DUE	SALES DATE	TOTAL
06/24/2021	12/22/2020	\$14,885.99

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	SALESPERSON	FOB	TRACKING NUMBERS
SCSA087	Larry Mar	C36300	Trevor Murphy	FTSP	

**ACCOUNTING INSTRUCTIONS**

[accountspayable@sccfd.org](mailto:accountspayable@sccfd.org)

**NOTES & DISCLAIMERS**

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	2	EA	CREWBOSS CUSTOM	As follows; SRS0104  SANTA CLARA USAR SHIRT SPEC  SIZE: SMALL	\$349.00	\$698.00
2	8	EA	CREWBOSS CUSTOM	As follows; SRS0104  SANTA CLARA USAR SHIRT SPEC  SIZE: MEDIUM	\$349.00	\$2,792.00
3	15	EA	CREWBOSS CUSTOM	As follows; SRS0104  SANTA CLARA USAR SHIRT SPEC  SIZE: LARGE	\$349.00	\$5,235.00

Ph: 510-839-5111  
 TF: 800-443-3556  
 Fax: 510-839-5325  
[oaksales@lncurtis.com](mailto:oaksales@lncurtis.com)  
 DUNS#: 00-922-4163

# CURTIS

TOOLS FOR HEROES

Pacific North Division  
 6723 Sierra Court, Suite C  
 Dublin, CA 94568  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Invoice No. INV492681

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	11	EA	CREWBOSS CUSTOM	As follows; SRS0104  SANTA CLARA USAR SHIRT SPEC  SIZE: XLARGE	\$349.00	\$3,839.00
5	3	EA	CREWBOSS CUSTOM	As follows; SRS0104  SANTA CLARA USAR SHIRT SPEC  SIZE: 2XLARGE	\$349.00	\$1,047.00

TERMS NET 30  
 Service charge 1.5% per month added after 30 days

<b>Subtotal</b>	\$13,611.00
<b>Tax Total</b>	\$1,224.99
<b>Transportation</b>	\$50.00
<b>Total</b>	\$14,885.99
<b>Total Payments</b>	\$0.00
<b>Total Due</b>	\$14,885.99

# **Attachment 4**

## **Public Safety Command Post Dispatch System**



## FORTY NINERS STADIUM MANAGEMENT COMPANY

**March 4, 2022**

Kenn Lee  
Santa Clara Stadium Authority  
1500 Warburton Avenue  
Santa Clara, CA 95050

Re: Stadium Authority Capital Expenditures – Public Safety Equipment Project Payment

Mr. Lee,

On March 27, 2018, the Stadium Authority approved various Capital Expenditures, which included the costs of the replacement of certain public safety equipment. In an effort to improve dispatch communications between emergency services personnel and event day employees at Levi's® Stadium (the "Stadium"), Stadium Manager determined that the command post's efficiency could be enhanced through the implementation of a public safety command post dispatch system (the "Project"). Of the various Capital Expenditures approved by Stadium Authority on March 27, 2018, an estimated budget of \$189,200 was apportioned for this Project.

As the total budgeted value of this contract (\$189,200) fell below the threshold of \$250,000<sup>1</sup>, no competitive bidding was required in the purchase of the equipment. Golden State Communications, Inc. ("Golden State Radio" or "Contractor") was selected because of its ability to ensure that all utilized equipment would effectively interface with the City of Santa Clara's public safety equipment and software then in existence at the Stadium. Contractor assessed the equipment and software infrastructure needs of the Stadium and submitted an invoice for \$170,000, dated September 12, 2018 (attached as **Exhibit A**), which provided quantities, model numbers, and detailed descriptions of each piece of equipment, as well as project labor and expenses. Subsequently, on October 30, 2018, Stadium Manager tendered a letter to the Stadium Authority serving as notice of Stadium Manager's intent to execute a contract with Golden State Radio (attached as **Exhibit B**).

After a series of communications, you provided Stadium Manager with a letter response<sup>2</sup> implying that Stadium Manager failed to comply with prevailing wage laws on this Project due to installation and setup labor services valued at \$6,242.00 (attached as **Exhibit C**). Contractor submitted a detailed description of the labor services actually performed (herein after referred to

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<sup>1</sup> See Section 17.30.050(b) of the Stadium Authority Procurement Policy, which does not require public bidding for contracts valued at less than \$250,000 that involve the purchase of supplies, materials, and equipment. Per Section 17.30.020(a), "Contract Value" is determined by the costs of goods and supplies (i.e. the equipment), as well as costs associated with the installation and services under the contract.

<sup>2</sup> dated October 23, 2019.

as the “SOW,” attached as **Exhibit D**<sup>3</sup>), which further establishes that prevailing wage was not required in connection with the work performed under this contract.

California Labor Code § 1720(a)(1) classifies “installation” work as a prerequisite of prevailing wage determinations under a public works contract in instances where there is a permanent affixing (e.g. bolting, securing or mounting) of fixtures to realty. Under California Civil Code § 660, a “fixture” is defined as:

“[a] thing [that] is deemed to be affixed to land when it is attached to it by roots, as in the case of trees, vines, or shrubs; or imbedded in it, as in the case of walls; or permanently resting upon it, as in the case of buildings; or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, or screws.”

The SOW’s installation process involved setting up dispatch gateways to donor radios, then wiring those donor radios to properly connect to preexisting power sources within the Stadium. These equipment items were racked in (i.e. set inside of) a cabinet, which was subsequently housed within the radio support room on the 800-level of the Stadium. Contractor was also responsible for connecting antenna cables and network lines from the preexisting power sources to the racked equipment cabinets. Once these tasks were completed, Contractor was instructed to set up the computer stations by connecting microphones and footswitches and establishing the proper network connectivity. Stadium Manager’s personnel and dispatchers worked in conjunction with Contractor to develop working knowledge of the console dispatch system and to verify that all computer consoles and software settings functioned satisfactorily before final completion of the Project.

In carrying out its services, Contractor was not required to permanently affix any fixtures or equipment, nor penetrate or create a physical change to the structure of the Stadium; thus, no “installation” services – as defined by the California Labor Code – were performed. In light of this, the Project did not qualify as a “public work” under the statutory guidelines. If a contracted project exceeding \$1,000 in value does not involve “public work,” prevailing wage will not apply.

On March 15, 2019, Contractor issued a receipt of payment of \$85,000 towards the total balance due (attached as **Exhibit E**). To date, no additional payments have been made by Stadium Authority to Contractor for this Project.

As the attached documentation clearly demonstrates that Stadium Manager complied with all applicable bidding requirements, California Labor Code, and other local and state law for this Project, Stadium Authority must immediately remit payment<sup>4</sup> to Golden State Radio for the outstanding balance of \$85,000 for services provided.

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<sup>3</sup> Stadium Manager sent a request to Golden State for the original SOW via email correspondence. Golden State responded to Stadium Manager operations personnel on September 24, 2020 with a description of the work actually performed.

<sup>4</sup> Payment may be remitted to: **Golden State Communications, Inc.** 978 Rincon Circle, San Jose, CA 95131. Office: (408) 558-2700. Fax: (408) 558-2719. [www.goldenstateinc.com](http://www.goldenstateinc.com)

Sincerely,

*Esther Chi*

Esther Chi

cc: Scott Sabatino, Chief Financial Officer  
Hannah Gordon, Chief Administrative Officer and General Counsel  
Jihad Beauchman, Deputy General Counsel



Primary Site Information

**Company:** Forty Niners Stadium Management Company  
**Address:** 4900 Marie P. De Bartolo Way  
**City, State, Zip:** Santa Clara, CA 95054  
**Phone:** 408-562-4949

**Invoice Number:** 2018-4494  
**Invoice Date:** 9/12/2018  
**Prepared by:** Gary Carroll

Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
<b><u>Console (Operator) Position Hardware/Software</u></b>					
1	4	T2-SCOUT-SMW12	Tier 2 Scout Console Package with 12 channel software media workstation. Includes Scout Standard Runtime, DMS, Tier 1 Capabilities plus P25 Trunked, DMR Trunked, MPT Trunked, NXDN Trunked and IRR. Windows 7 PC, Monitor, and other USB accessories not included. NENA Headset interface is NOT available in this package.	\$ 15,506.00	\$ 62,024.00
2	4	ACC-CPU-WIN7-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed.	\$ 1,410.00	\$ 5,640.00
3	4	ACC-TSC-23WS-PC	23" LED touch screen for PC console - 16x9 format	\$ 2,068.00	\$ 8,272.00
4	8	ACC-HED-BASE-WLS-6W	Plantronics CA12CD Wireless PTT Headset Base. Headset top is sold separately.	\$ 793.00	\$ 6,344.00
5	8	ACC-HED-TOP-SING-NC	Headset top, Plantronics Supra HW251N monaural with noise canceling microphone. Requires base.	\$ 109.00	\$ 872.00
6	4	ACCUSB-FSW-SING	USB PTT Footswitch Accessory, Software Media Workstation	\$ 301.00	\$ 1,204.00
7	8	ACCUSB-HJB	Avtec USB Headset/handset jack box (single jack), Scout Software Media Workstation	\$ 513.00	\$ 4,104.00
8	1		Eventide NextLog 740 Recorder	\$ 19,000.00	\$ 19,000.00
				<b>Console Equipment Subtotal</b>	<b>\$ 107,460.00</b>
<b><u>Gateways and Endpoint Hardware/Software</u></b>					
9	1	SFW-VPG-L2	Redundant VPGate Software License for a maximum of 80 endpoints; up to 40 may be "B" Licenses.	\$ 35,236.00	\$ 35,236.00
10	2	ACC-CPU-RM-WIN7	Industrial 1U Computer with Windows including Solid State hard drive and Windows7 Professional 64 bit OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc. Used in a Scout System when a Standard Rack mount computer is needed.	\$ 5,043.00	\$ 10,086.00
11	1	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$ 2,275.00	\$ 2,275.00
12	2	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$ 52.00	\$ 104.00
13	1	DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	\$ 3,073.00	\$ 3,073.00
14	1	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$ 2,482.00	\$ 2,482.00
				<b>Gateway &amp; Endpoint Equipment Subtotal:</b>	<b>\$ 53,256.00</b>
<b><u>Racking Equipment</u></b>					
14	1	ACC-MTG-2U-RR	Kit to rack mount two (2) each ACC-CPU-RM-2012 or -WIN7 in 19" Relay Rack. 2U high.	\$ 389.00	\$ 389.00
15	1	OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	\$ 622.00	\$ 622.00
				<b>Racking Equipment Subtotal:</b>	<b>\$ 1,011.00</b>



Item	Qty	Model Number	Description	Price Each (USD)	Extended Price (USD)
<b><u>Recommended Spare Equipment</u></b>					
16	1	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 513.00	\$ 513.00
17	2	ACC-HED-TOP-SING-NC	Headset top, Plantronics Supra HW251N monaural with noise canceling microphone. Requires base.	\$ 109.00	\$ 218.00
<b>Recommended Spare Equipment Subtotal:</b>				<b>\$</b>	<b>731.00 \$</b>
<b>Console Equipment, Software, &amp; Licensing Total:</b>				<b>\$</b>	<b>162,458.00 \$</b>

<b><u>ScoutCare Software and Hardware Maintenance</u></b>					
18	1	SCOUTCARE-T1	Year 1 Annual Software Maintenance and Technical support.		\$ included
19	1	SCOUTCARE-HARDWARE	Year 1 Annual Hardware Maintenance		\$ included
<b>Year 1 Maintenance &amp; Support Subtotal:</b>				<b>\$</b>	<b>included</b>
<b><u>Shipping, Handling, and Insurance</u></b>					
20	1		Lump sum packaging, shipping, and insurance FOB Origin	1,300.00	\$ 1,300.00
<b><u>Radio Equipment Programming</u></b>					
20	1				included included
<b><u>EID License Linked Capacity Plus Upgrade</u></b>					
<b><u>Professional Services and Expenses</u></b>					
21	1		Project Labor and Expenses (see Statement Of Work for details)	\$ 6,242.00	6,242.00 \$
<b>Shipping &amp; Professional Services Subtotal:</b>				<b>\$</b>	<b>7,542.00 \$</b>

		Extended Price
<b>Total (USD)</b>		<b>170,000.00</b>

# EXHIBIT B



October 30, 2018

FORTY NINERS STADIUM MANAGEMENT COMPANY

Deanna Santana  
City Manager  
Santa Clara City Hall  
1500 Warburton Avenue  
Santa Clara, CA 95050

Re: SCSA Project Notification

Dear Deanna,

We are writing to inform you of two projects that we have initiated in accordance to the SCSA Capital Expenditures approval on March 27, 2018.

This letter service as notification of our intent to execute a contract with the vendors listed in the detail.

Below, please find the detail of the approved projects.

	<u>APPROVED</u>	<u>CONTRACT AMOUNT</u>
<ul style="list-style-type: none"><li>• <b>Hot Water Additions for Sump Pump</b> Install four sump pumps and substation water source heat pumps to hose down the sump wells in the sewage system. Partial project work is being completed by DLI Mechanical and the estimated contract is \$114,889.</li></ul>	\$367,509	\$114,889
<ul style="list-style-type: none"><li>• <b>Santa Clara Public Safety Equipment</b> The procurement includes major equipment replacement for Santa Clara Public Safety, Police and Fire. A public safety command post dispatch system will be purchased from Golden State Radio. The estimated contract amount is \$189,200.</li></ul>	\$647,855	\$189,200

Should you have any questions, I am available to discuss at your convenience

Notified: \_\_\_\_\_  
Deanna Santana  
Executive Director

Date: \_\_\_\_\_

Sincerely,

JIM MERCURIO  
Vice President, Stadium Operations & General Manager

cc: Walter Rossmann, City of Santa Clara  
Catlin Ivanetich, City of Santa Clara  
Scott Sabatino, San Francisco 49ers CFO  
Hannah Gordon, San Francisco 49ers General Counsel  
Jihad Beauchman, San Francisco 49ers Deputy General Counsel  
Nelson Ferreira, San Francisco 49ers Director, Technical Operations

## EXHIBIT C



October 23, 2019

Ms. Esther Chi, Vice President, Controller  
Forty Niners Management Company LLC  
4900 Marie P. De Bartolo Way  
Santa Clara, California 95054

**SUBJECT: Stadium Authority CapEx Project Invoices**

Dear Ms. Chi:

This letter is in response to the invoices your office forwarded on August 15, 2019 and your subsequent letter on October 15, 2019. As you may know, the Stadium Authority Board instructed the partial suspension of payments at the March 27, 2019 Stadium Authority Board meeting. At that meeting, the Board directed the Executive Director to only release public funds to the Forty Niners Management Company (ManCo) if all supporting documents have been submitted and adhere to our agreements and State and local laws. As part of that suspension of payment, the Stadium Authority continues to pay for utilities, insurance and costs associated with SBL sales and services.

Any delays to Stadium Manager's procurement processes have been due to Stadium Manager's failure to meet minimal levels of competence in public financial and legal standards. This has been compounded by continuous stonewalling in providing the Stadium Authority with its own records. A detailed review of the invoices provided to the Stadium Authority for payment revealed that you have intentionally separated invoices for supplies and equipment from the labor/installation cost related to the supplies and equipment. In the accompanying letter provided by your staff, it states that "because no on-site labor is involved, there are no prevailing wage or bond requirements that apply to these purchases of equipment". This is simply not true. Because the Stadium is a public facility, and in accordance with our Agreement<sup>1</sup>, the compliance of State and local labor laws would be in effect for eligible projects, regardless of whether the installation is completed by the Forty Niners Stadium Company, LLC (StadCo), or an outside contractor. As such, it is required that the Stadium Authority have complete documentation on how

---

<sup>1</sup> Except as otherwise expressly defined, all capitalized terms when used herein shall have the same meanings as given such terms in the Amended and Restated Stadium Lease Agreement by and between the Stadium Authority and Tenant dated as of March 28, 2012, as amended and restated as of June 19, 2013.

MS. ESTHER CHI, VICE PRESIDENT, CONTROLLER

Re: Stadium Authority CapEx Project Invoices

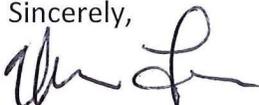
October 23, 2019

Page 2 of 2

these improvements were completed, how they complied to prevailing wage and bond requirements for eligible projects and done with industry experts that protects the Stadium Authority's asset. In other words, when presenting requests for payment, the Stadium Manager must provide all documentation related to the goods and materials purchases and the labor/installation; which has been the Stadium Authority's direction for quite some time now.

The Stadium Authority will only process and pay for projects that contain complete documentation of all project costs and verification that completion of these projects followed our Agreement and State and local labor laws. The invoices that the Stadium Manager submitted do not contain complete or accurate documentation of costs related to labor, goods and materials, nor do they follow proper procurement processes or provide information about the industry experts performing the labor. As such, the Stadium Authority cannot pay the remaining invoices until the Stadium Manager complies with all the requirements set forth in our Agreement and State and local labor laws. Any delay is entirely on the part of the Stadium Manager.

Sincerely,



Kenn Lee  
Treasurer

CC: Deanna J. Santana, Executive Director  
Brian Doyle, Stadium Authority Counsel

## **EXHIBIT D**

**From:** Jessica Carroll <[Jessica@goldenstateinc.com](mailto:Jessica@goldenstateinc.com)>

**Sent:** Thursday, September 24, 2020 1:34 PM

**To:** Graber, Craig <[craig.graber@49ers-smc.com](mailto:craig.graber@49ers-smc.com)>; Montgomery, Jason <[jason.montgomery@49ers-smc.com](mailto:jason.montgomery@49ers-smc.com)>

**Subject:** Summary of Dispatch Console set up and installation

Let me know if this is sufficient for is being requested for the set up and installation of the dispatch consoles.

\*All below work was completed by Golden State Communications, Inc full time staff. All the Set Up and Installation for the Dispatch Consoles is adding equipment onto an already fully functioning radio system that Golden State Communications Inc, had previously installed, manages and controls at Levi's Stadium.

### **Summary of Set up and Installation of the Dispatch Consoles**

#### **Set Up**

Communicate with Levi's IT to make sure that what is needed on the network side is ready to be provided when equipment is installed.

Set up the dispatch gateways to the Donor Radios

Wire up the Donor radios to the power supplies

Wire up the gateways to the Donor radios

Rack all the equipment in cabinet that is provided by Golden State

Once all equipment is racked, we power on the equipment and program the donor radios with the Radio system programming.

Set up and power on all the computers. Load the dispatch software into the computers

Configure the software to talk to the gateways through the network

Set up the layout of the dispatch console so that the layout is the way the dispatcher wants it to show up on their computer station.

#### **Installation**

Bring the radio cabinet with the donor radios and gateways up to where this equipment will be housed at the stadium.

Run the antenna cable for 8 antennas

Run an extension for power to the cabinet

Run network lines to each gateway

Complete all connections for the donor radios and gateways then power on the system.

Set up the computer stations in each location identified by Levi's that they needed a console.

Install the computer mics and footswitches to each computer location

Work with Levi's IT to make sure the network connection is working correctly.

When everything is up and running you start to test the system and start making adjustments for volume purposes etc in both the computer consoles and software settings.

Make sure all channels are working on the consoles, all functionality is the way it is needed to be to the satisfaction of the dispatchers

Training sessions for the dispatchers so that they learn how to use the console and all the features.

*Jessica Carroll*

[Jessica@goldenstateinc.com](mailto:Jessica@goldenstateinc.com)

Executive Account Manager | Golden State Communications, Inc.

T 408.558.2700 C 408.636.6288



**Golden State  
Communications, Inc.**

LOOK AT THE new WAVE OnCloud Two-Way Radio Solution <https://www.tlkptt.com/ptt-brochure/>

Watch how it

works <https://video.motorolasolutions.com/detail/video/6052869020001/wave%E2%84%A2-broadband-push-to-talk-allows-europe-wide-communication&q=WAVE>

**Ask us for a 1 week FREE Demo Trial 408.558.2700**

# EXHIBIT E



Golden State Communications, Inc.  
978 Rincon Circle  
San Jose, CA 95131

## Sales Invoice

Sales Invoice Number: 2018-4494  
Sales Invoice Date: 3/15/2019

Page: 1

Sell To: Forty Niners Stadium Management Company  
Accounts Payable  
4900 Marie P. De Bartolo Way  
Attn: Accounts Payable  
SANTA CLARA, CA 95054

Ship To: Forty Niners Stadium Management  
Accounts Payable  
4900 Marie P. De Bartolo Way  
Attn: Accounts Payable  
SANTA CLARA, CA 95054

Ship Via Terms Net 30 Days  
Customer ID CU00158  
SalesPerson Levi Stadium

Item No.	Description	Unit	Quantity	Unit Price	Total Price with Tax
S2-61815	Console(Operator) Position Hardware/Software	Each	1	97,788.60	107,460.00
SFW-VPG-L2	Gateways and Endpoint Hardware/Software	Each	1	48,462.96	53,256.00
ACC-MTG-2U-RR	Racking Equipment	Each	1	920.01	1,011.00
ACCPLUS-HJB	Spare Equipment	Each	1	665.21	731.00
02-SLS DEL	Shipping & Handling	Each	1	1,300.00	1,300.00
03-INSTALL	Installation / Setup	Each	1	6,242.00	6,242.00

**Subtotal: 155,378.78**  
Total Sales Tax: 14,621.22  
**Total: 170,000.00**  
Payment 50% Down: -85,000.00  
**TOTAL BALANCE DUE: 85,000.00**



## Agenda Report

22-484

Agenda Date: 4/19/2022

### REPORT TO STADIUM AUTHORITY BOARD

#### **SUBJECT**

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

#### **BOARD PILLAR**

Ensure Compliance with Measure J and Manage Levi's Stadium

#### **DISCUSSION**

On April 4 and 6, 2022, the Stadium Manager submitted the attached email request and Recommendation for Award memos (Attachments 1-3), along with supporting procurement documentation, to request approval from the Stadium Authority Board for the following:

##### Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project

1. Execute an Amendment No. 2 to the agreement with Bear Electrical Solutions, Inc. to increase the not to exceed amount for the second year of the agreement term by \$420,000 to \$670,000. The \$420,000 will be used to cover the cost of the Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project.

This project is included in the Stadium Authority FY 2022/23 CapEx Budget under the Levi's Naming Rights Existing Signage and Driver Repair line item, which is budgeted for \$420,000.

##### Club Space Flooring CapEx Project

1. Award a one-time agreement to HY Floor and Gameline Painting, Inc. in the amount of \$48,300 for refinishing engineered hardwood flooring surfaces in both BNY Mellon East Club and BNY West Club at Levi's Stadium;
2. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
3. Authorize Stadium Manager to execute change orders up to approximately 10% of the contract cost, or \$4,830, for a total not to exceed amount of \$53,130.

This project is included in the Stadium Authority FY 2022/23 CapEx Budget under the Club Space Flooring line item, which is budgeted for \$89,250.

##### Stadium Insulation CapEx Project

1. Award a one-time agreement to Bear Insulation, Inc., in the amount of \$505,023 to furnish and install new insulation sheeting at Levi's Stadium;
2. Authorize Stadium Manager to execute any and all documents associated with, and necessary

- for the award, completion, and acceptance of this Project; and
3. Authorize Stadium Manager to execute change orders up to \$12,477 for a total not to exceed amount of \$517,500.

This project is not included in the Stadium Authority FY 2022/23 CapEx Project and a budget amendment would be required to approve the Stadium Manager's request.

The original and Amendment No. 1 to the Bear Electrical Solutions, Inc. agreement, and HY Floor and Gameline Painting, Inc. and Bear Insulation, Inc. are attached to this report (Attachments 4-7). The Stadium Manager's Recommendation for Award memos describes the projects and Request for Bids processes that were implemented for the Club Space Flooring and Stadium Insulation CapEx Projects.

### **ATTACHMENTS**

1. Stadium Manager's Email Request - Levi's Naming Rights Existing Signage Lighting and Driver Repair
2. Stadium Manager's Recommendation for Award - Club Space Flooring
3. Stadium Manager's Recommendation for Award - Stadium Insulation
4. Original Bear Electrical Solutions, Inc. Agreement and Amendment No. 1
5. Amendment No. 2 to Bear Electrical Solutions, Inc. Agreement - Levi's Naming Rights Existing Signage Lighting and Driver Repair
6. Agreement with HY Floor and Gameline Painting, Inc. - Club Space Flooring
7. Agreement with Bear Insulation, Inc. - Stadium Insulation

**From:** [Mercurio, Jim](#)  
**To:** [Christine Jung](#); [Kenn Lee](#); [Ruth Shikada](#)  
**Cc:** [Mercurio, Jim](#)  
**Subject:** FY 22/23 SCSA Capital Expenditure Project titled Levi's Naming Rights Existing Signage Lighting and Driver Repair Project - Bear Electric  
**Date:** Tuesday, April 5, 2022 9:42:40 AM  
**Attachments:** [image001.png](#)

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Good morning, Christine & Ruth:

The repair of the existing Naming Rights Signage was recently approved as part of the FY22/23 Santa Clara Stadium Authority ("SCSA") Capital Expenditures budget. The work involves the repair and replacement of the Naming Rights Signs LED lights and drivers.

The Stadium Manager has an existing agreement with Bear Electrical Solutions, Inc. (Bear Electrical) for Electrical Maintenance and Repairs, but it has a Not to Exceed limit of \$250K per year. We are proposing an amendment to this existing contract value by increasing the NOT TO EXCEED limit to \$670,000. The increased budget amount of \$420,000 will cover the cost of the approved interim repairs as part of the FY 22/23 SCSA Capital Expenditure Project titled Levi's Naming Rights Existing Signage Lighting and Driver Repair Project. We request that this be added to the April agenda for the Board's consideration and approval.

Thank you in advance for your prompt attention and consideration.

JIM

**JIM MERCURIO**

Executive Vice President & General Manager  
**Forty Niners Stadium Management Company**  
T 408.562-4944 | M 650 642-4909  
Levi's® Stadium  
4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054



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**#FTTB**  
[49ers.com](http://49ers.com)



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: April 1, 2022

To: Jim Mercurio  
Executive Vice President & General Manager

From: Jenti Vandertuig  
Procurement Director

Subject: Recommendation for Award RFB FY21-0020 Levi's Stadium BNY Mellon East and West Club Engineering Wood Refinishing Project

**Recommendation**

1. Recommend approval and award of a one-time agreement to HY Floor and Gameline Painting, Inc., in the amount of \$48,300 for refinishing engineered hardwood flooring surfaces in both BNY Mellon East Club and BNY West Club at Levi's Stadium;
2. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
3. Authorize Stadium Manager to execute change orders up to approximately 10% of the contract cost, or \$4,830, for a total not to exceed amount of \$53,130.

**Solicitation Process**

Forty Niners Stadium Management Company LLC ("Stadium Manager") has a need to refinish the engineered hardwood flooring surfaces in both BNY Mellon East Club and BNY West Club at Levi's Stadium ("Stadium"). The BNY East and West Clubs and Levi's 501 spaces are among the most utilized in the building and get a large amount of foot traffic. Upon review of the existing flooring, it was determined that refinishing the engineered hardwood flooring at the BNY East and West Clubs will extend the useful life of these spaces as well as reduce slips and falls from worn floors. The review of the spaces also determined that no hardwood flooring work in Levi's 501 Club is required at this time.

The refinish of engineered hardwood flooring in these specific areas was approved as part of the FY21/22 Santa Clara Stadium Authority ("SCSA") Capital Expenditures budget.

On January 11, 2022, Stadium Manager issued a Request for Bids (RFB) FY21-0020 for refinishing engineered hardwood flooring surfaces in both BNY Mellon East Club and BNY West Club at the Stadium.

Stadium Manager published the RFB on Bonfire Interactive, Stadium Manager's eProcurement portal <https://49ers.bonfirehub.com/portal/>. In addition to inviting a list of suppliers on our established supplier list, Stadium Manager also selected suppliers registered on the portal with specific commodity codes offering flooring maintenance services.

On January 18, 2022, Stadium Manager published the Notice Inviting Bids related to this project in the San Jose Mercury News publication. Notices were also emailed on January 11, 2022 to the Builders' Exchange of Santa Clara County and Minority Business Consortium requesting them to communicate with their respective member communities.

Stadium Manager held a non-mandatory pre-bid conference on January 18, 2022 at 10:00 a.m. (PT) via Zoom to provide an overview of the project and answer any questions from prospective bidders. The RFB provided prospective bidders the option to schedule on-site visits to the Stadium.

Electronic bid submissions were due on or before February 8, 2022 at 3:00 p.m. (PT). One bid was received on or before the closing due date and time from the following firm:

1. HY Floor and Gameline Painting, Inc. - \$48,300

### **Public Bid Opening**

A public bid opening was held on February 8, 2022 at 4:00 p.m. (PT). The RFB provided the public bid opening webcast information including a meeting ID and password for bidders to log on via Zoom to attend. One bidder was in attendance. Stadium Manager announced the receipt of one bid on or before the due date and time, announced the name of the bidder and the base bid amount. HY Floor and Gameline Painting, Inc. was declared the apparent low bidder with a total bid amount of \$48,300.

### **Evaluation of Apparent Low Bidder**

Stadium Manager reviewed the bid from HY Floor and Gameline Painting, Inc. and determined the bid to be responsive and responsible. The review verified that all the required forms were submitted and completed properly, the bid schedule contained no arithmetic errors, and the bid bond is authorized. Stadium Manager also confirmed that HY Floor and Gameline Painting, Inc. is authorized to do business in California, is

appropriately licensed with the California Contractors State License Board, and is registered with the Department of Industrial Relations.

**Next Steps**

The Total Bid Price is \$48,300. The cost of this purchase is covered in the FY 21/22 SCSA Capital Expenditures budget referenced under General Building, Club Space Flooring. The approved budgeted amount is \$89,250.

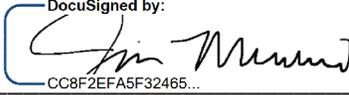
Once Stadium Manager receives approval from the SCSA Board, an agreement (detailed in the RFB) will be executed with HY Floor and Gameline Painting, Inc. and a fully executed copy of the agreement will be forwarded to the Board. In addition, Stadium Manager requests authorization to issue change orders up to 10% of the agreement which will allow Stadium Manager to take timely administrative action if required and not delay completion of the Project.

Supporting documentation has been provided for review and approval. The cost for advertising the RFB in the San Jose Mercury News publication for one day is \$373.47. Stadium Manager’s request to publish legal notices in the San Jose Mercury News for various solicitations, including public works, was approved by the SCSA Board on July 13, 2021. This is a public works project.

Submitted By:  \_\_\_\_\_ Date: 4/1/2022

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Jenti Vandertuig, Procurement Director

Approved By:  \_\_\_\_\_ Date: 4/1/2022

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Jim Mercurio, Executive Vice President & General Manager



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: April 1, 2022

To: Jim Mercurio  
Executive Vice President & General Manager

From: Jenti Vandertuig  
Procurement Director

Subject: Recommendation for Award RFB FY21-0023 Levi's Stadium Insulation Capping Project

**Recommendation**

1. Recommend approval and award of a one-time agreement to Bear Insulation, Inc., in the amount of \$505,022.90 to furnish and install new insulation sheeting at Levi's Stadium;
2. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
3. Authorize Stadium Manager to execute change orders up to \$12,477.10 for a total not to exceed amount of \$517,500.

**Solicitation Process**

Forty Niners Stadium Management Company LLC ("Stadium Manager") has a need to furnish and install new insulation sheeting above the concourse and concession areas at Levi's Stadium ("Stadium") where the existing sheeting is separating from the existing insulation. The plan is to leave the existing insulation in place, and install new sheeting over the insulation to improve the appearance and extend the life of the existing insulation.

The Stadium Insulation Project was approved by the Santa Clara Stadium Authority ("SCSA") as part of the FY21/22 SCSA Capital Expenditures budget. The initial approved funds allocated for this project was \$157,500. On November 30, 2021, pursuant to an outcome of a formal solicitation, Stadium Manager recommended a budget augmentation of \$360,000 for a total amount of \$517,500. The SCSA Board approved the recommendation on January 11, 2022.

On March 1, 2022, Stadium Manager issued a Request for Bids (RFB) FY21-0023 for furnishing and installation of new insulation sheeting at the Stadium.

Stadium Manager published the RFB on Bonfire Interactive, Stadium Manager's eProcurement portal <https://49ers.bonfirehub.com/portal/>. In addition to inviting a list of suppliers on our established supplier list, Stadium Manager also selected suppliers registered on the portal with specific commodity codes offering exterior insulation and finishing services and building insulation services.

On March 4, 2022, Stadium Manager published the Notice Inviting Bids related to this project in the San Jose Mercury News publication. Notices were also emailed on March 1, 2022 to the Builders' Exchange of Santa Clara County and Minority Business Consortium requesting them to communicate with their respective member communities.

Stadium Manager held a non-mandatory pre-bid conference on March 10, 2022 at 10:00 a.m. (PT) via Zoom to provide an overview of the project and answer any questions from prospective bidders. The RFB provided prospective bidders the option to schedule on-site visits to the Stadium.

Electronic bid submissions were due on or before March 30, 2022 at 3:00 p.m. (PT). One bid was received on or before the closing due date and time from the following firm:

1. Bear Insulation, Inc. - \$505,022.00

### **Public Bid Opening**

A public bid opening was held on March 30, 2022, 2022 at 4:00 p.m. (PT). The RFB provided the public bid opening webcast information including a meeting ID and password for bidders to log on via Zoom to attend. Multiple callers were in attendance. Stadium Manager announced the receipt of one bid on or before the due date and time, announced the name of the bidder and the base bid amount. Bear Insulation, Inc. was declared the apparent low bidder with a total bid amount of \$505,022.00.

### **Evaluation of Apparent Low Bidder**

Stadium Manager reviewed the bid from Bear Insulation, Inc. and determined the bid to be responsive and responsible. Multiple discrepancies were noted during the review which were considered immaterial. The bid amount in the bid is \$505,022.00 whereas the actual bid amount is \$505,022.90. However, the bid schedule allows us to calculate using their unit price and the estimated quantity. The license number was not provided under Section 1.1 but the license classification and expiration date was provided. Stadium Manager considered this immaterial because their license number was listed in

several other places in the bid. All the other required forms were submitted and the bid bond is authorized. Stadium Manager also confirmed that Bear Insulation, Inc. is authorized to do business in California, is appropriately licensed with the California Contractors State License Board, and is registered with the Department of Industrial Relations.

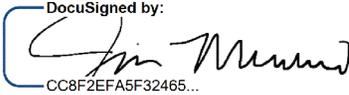
**Next Steps**

The Total Bid Price is \$505,022.90. The cost of this purchase is covered in the FY 21/22 SCSA Capital Expenditures budget referenced under Site, Stadium Insulation. The approved augmented budgeted amount is \$517,500.

Once Stadium Manager receives approval from the SCSA Board, an agreement (detailed in the RFB) will be executed with Bear Insulation, Inc. and a fully executed copy of the agreement will be forwarded to the Board. In addition, Stadium Manager requests authorization to issue change orders up to \$12,477.10, the maximum amount approved by the SCSA Board for this Project, which will allow Stadium Manager to take timely administrative action if required and not delay completion of the Project.

Supporting documentation has been provided for review and approval. The cost for advertising the RFB in the San Jose Mercury News publication for one day is \$348.15. Stadium Manager’s request to publish legal notices in the San Jose Mercury News for various solicitations, including public works, was approved by the SCSA Board on July 13, 2021. This is a public works project.

Submitted By:  \_\_\_\_\_ Date: 4/1/2022  
Jenti Vandertuig, Procurement Director

Approved By:  \_\_\_\_\_ Date: 4/1/2022  
Jim Mercurio, Executive Vice President & General Manager



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

**LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR  
CONTRACT**

**KEY PROVISIONS**

<b>CONTRACT TITLE</b>	Levi's Stadium Electrical Maintenance and Repair Services - <b>MANCO</b>
<b>CONTRACT NUMBER</b>	10050-B
<b>PURPOSE</b>	Utilize for on-call electrical maintenance and repair services at the Levi's Stadium.
<b>CONTRACT TERM</b>	May 5, 2021 through May 4, 2024 with an option to renew for two additional one year periods.
<b>TOTAL CONTRACT VALUE</b>	Total contract value is \$750,000 for 3 years.  Not to Exceed Amount for each contract year is \$250,000. SCSA Budget approval for subsequent years is required.
<b>CONTRACTOR</b>	<b>Bear Electrical Solutions, Inc.</b> <b>1341 Archer Street</b> <b>Alviso, CA 95002</b>
<b>CONTRACTOR CONTACT</b>	Robert Asuncion Email: <a href="mailto:Robert@bear-electrical.com">Robert@bear-electrical.com</a> Cell: 408-717-2448
<b>ORDER PROCESS</b>	<ol style="list-style-type: none"><li>1. Authorized user shall request quotes</li><li>2. Upon verification and approval, Contractor shall be awarded the work via a fully executed Task Order based on the Contractor's response, availability, cost and expertise. Task Order will be executed by</li></ol>

	<p>EVP &amp; General Manager of Stadium Operations.</p> <p>3. Approved Task Order issued to Contractor by Project Manager.</p> <p>4. Each Task Order shall have a not to exceed amount prior to work being authorized and must be tracked against contract funding threshold to ensure the total is under budget.</p>
<p><b>AUTHORIZED USER</b></p> <p><b>STADIUM MANAGER CONTACT/ADMINISTRATOR</b></p>	<p>ENGINEERING DEPARTMENT</p> <p>Ryan Van Maarth  VP of Stadium Operations and Strategic Planning  4900 Marie P DeBartolo Way  Santa Clara, CA 95054</p> <p>Email: <a href="mailto:Ryan.VanMaarth@49ers.com">Ryan.VanMaarth@49ers.com</a>  Tel: 206-550-8030</p>
<p><b>TAX STATUS AND PAYMENT TERMS</b></p>	<p>Goods - Taxable  Services – Non-taxable</p> <p>Net 30 days from receipt of undisputed invoice.</p>
<p><b>SOLICITATION REFERENCE</b></p>	<p>RFP FY20-0001</p>
<p><b>SCSA APPROVAL DATE</b></p>	<p>April 20, 2021 Board Meeting</p>
<p><b>PREVAILING WAGE REQUIRED</b></p>	<p>YES</p>
<p><b>DIR REPORTING</b></p>	<p>Registered on May 19, 2021</p>
<p><b>PERFORMANCE AND PAYMENT BONDS</b></p>	<p>Submitted</p>

**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

**LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this **Fifth day of May, 2021** by and between the **FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**, a Delaware limited liability company ("Stadium Manager") and **BEAR ELECTRICAL SOLUTIONS, INC.**, a California Corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

**2. RECITALS.**

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain maintenance and repair services required by the Stadium Manager on the terms and conditions set forth in this Contract and in the task order(s) to be issued pursuant to this Contract and executed by the Stadium Manager and Contractor ("Task Order"). Contractor represents that it is duly licensed and experienced in providing Levi's Stadium On-Call Stadium Electrical related maintenance and repair services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-7 Low Voltage Systems and C-10 Electrical Contractor.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the On-Call Stadium Electrical Maintenance and Repair ("Project") as set forth in this Contract on an on-call, as-needed basis. There is no guarantee of any of work under this Contract other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")

## **Contract Number: 10050-B**

- Rate Schedule (Exhibit "G")
- Sample Task Order Form (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2018 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid, if any

3.2 Contractor's Basic Obligation: Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary for the Project (hereinafter sometimes referred to as the "Work"). The type of Work to be provided is described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the Stadium Manager. No Work shall be performed unless authorized by this Contract and by a fully executed Task Order in the form attached hereto as Exhibit "H". All Work shall be subject to, and performed in accordance, with this Contract, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the repair schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any

is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code Section 3400.

3.3 Period of Performance and Liquidated Damages. The term of this Contract shall commence on the date first set forth above and expire on **May 4, 2024**, unless earlier terminated as provided herein. Contractor shall complete the Work within the term of this Contract, and shall meet any other established schedules and deadlines set forth in the Task Order(s). All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The Parties may, by mutual, written consent, further extend the term of this Contract for two (2) additional one (1) year periods. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages a fixed dollar amount per day for each and every calendar day of delay beyond any completion schedule, repair schedule or Project milestones established pursuant to the Contract and any Task Order(s). The daily liquidated damages amount will be determined for each separate Task Order and will be set forth in that Task Order.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

## **Contract Number: 10050-B**

uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be reemployed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contractor, in the aggregate, shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Total Contract Price") per contract year without the written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.7.2 Payment of Compensation. Contractor shall submit to Stadium Manager a monthly itemized statement which indicates Work completed by Contractor in a format acceptable to the Stadium Manager. The statement shall describe the amount of Work and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. These statements shall be supported by evidence which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

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3.7.4 Deductions and Withholdings. The Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.5 Substitutions for Contract Deductions and Withholdings. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.6 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager, or its designee, at the time of payment. To the extent that title has not previously been vested in the Stadium Manager, or its designee, by reason of payments, full title shall pass to the Stadium Manager, or its designee, at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager or its designee, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.7 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

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3.7.8 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.9 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.10 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and onehalf (1 1/2) times the basic rate for that worker.

3.7.11 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The

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responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

**3.7.12 Contractor and Subcontractor Registration.** Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

**3.7.13 Labor Compliance; Stop Orders.** This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.8 Performance of Work; Jobsite Obligations.**

#### **3.8.1 Water Quality Management and Compliance, if Applicable.**

**3.8.1.1 Water Quality Management and Compliance.** Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

**3.8.1.2 Compliance with the Statewide Construction General Permit.** Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or

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sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during repair of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties (defined below) for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of

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work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown

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physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Arbitration. All disputes between Contractor and Stadium Manager relating in any way to this Agreement or Services performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment and any violation of federal or state law, regulation or constitution) ("Arbitrable Claims") shall be resolved by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the

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California Arbitration Act (Cal. Code Civ. Proc. § 1280 *et seq.*, including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of discovery, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings and all other dispositive motions, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code § 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **The Parties understand and agree to this binding arbitration provision, and both Contractor and Stadium Manager give up their right to trial by jury of any claim they may have against each other.**

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project, this Contract or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors

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who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Any defense to be provided by Contractor pursuant to any indemnification provision of this Agreement shall be by counsel approved by Stadium Manager, which approval shall not be unreasonably withheld. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Contractor shall reimburse the Indemnitee for such costs and expenses.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

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3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, Santa Clara Stadium Authority, Forty Niners SC Stadium Company LLC and Forty Niners Football Company LLC and their respective officials, employees, agents and authorized volunteers.

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3.13.3.5 **Contractor's Equipment Insurance.** Contractors Equipment Insurance applying to loss or damage on an "all risk" basis to any equipment, small tools, or other machinery whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Contractor for use in the performance of Work. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy.

3.13.4 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 **Verification of Coverage.** Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 **Subcontractors.** All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 **Reporting of Claims.** Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### **3.14 Bond Requirements.**

3.14.1 **Payment Bond.** If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference,

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Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any nonconforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or nonconformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the

## **Contract Number: 10050-B**

Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or nonconforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

### **3.16 Employee/Labor Certifications.**

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### **3.17 General Provisions.**

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's

**Contract Number: 10050-B**

Representative”). Following approval by the Stadium Manager, Contractor’s Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor’s Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract and as described in the relevant Task Order. Contractor’s Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor’s Representative, Contractor shall provide the information specified above and obtain the Stadium Manager’s written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager’s resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager’s Representative, whose decision shall be binding upon Contractor.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be directed to the regularly-monitored electronic mail address, read receipt requested, of such party as follows:

**CONTRACTOR:**

Attn: Brent Paulson, Regional Manager  
Bear Electrical Solutions, Inc.  
Brent@Bear-Electrical.com

**STADIUM MANAGER:**

General Manager  
Forty Niners Stadium Management Company LLC  
StadiumGM@49ers-smc.com

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With copy to:

Legal Affairs  
Forty Niners Stadium Management Company LLC  
Legal@49ers-smc.com

Any such notice or communication shall be deemed to have been given on the day such notice or communication is sent electronically, provided the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change its email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section 3.17.6.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working

**Contract Number: 10050-B**

solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16        Certification of License.

3.17.16.1       Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2       Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17        Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18        Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19        Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20        Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

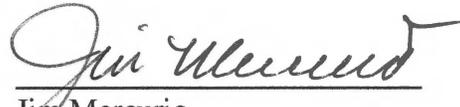
Contract Number: 10050-B

**SIGNATURE PAGE FOR ON-CALL REPAIR CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND BEAR ELECTRICAL SOLUTIONS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the Fifth day of May, 2021.

FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC

BEAR ELECTRICAL SOLUTIONS, INC.

By:   
Jim Mercurio  
Executive Vice President &  
General Manager

By:   
\_\_\_\_\_

Its: VICE PRESIDENT

Printed Name: ROBERT ASUNCION

ATTEST:

By:   
Jihad Beauchman  
Vice President, Deputy General Counsel

**EXHIBIT "A"**

**SCOPE OF WORK**

**A. SCOPE OF WORK**

Troubleshoot, repair, remove and install electrical equipment and components, typically found in a large sports stadium, rated at less than 60KV. This work will be performed via issuance of a Task Order (defined elsewhere in this solicitation). The work assigned to Contractor will be designated with one of the following "priority levels" which will indicate the urgency of the work and the Contractor's response time:

<b>Priority Level</b>	<b>Type</b>	<b>Response Time</b>
1 - High	Emergency – Hazardous, property damage, and/or event required support	Respond within 1 hour and commence work as soon as possible.
2 - Medium	Systems Malfunction – Interruption of daily operation	Respond within 2 hours and commence work with 24 hours.
3 - Low	Minor Repair	Respond within 24 hours and commence work within 72 hours, or as determined necessary by the Stadium Manager.

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required. The Contractor shall maintain all necessary licenses to perform the work specified herein. The Contractor will be responsible for supplying all necessary equipment (including aerial lifts), tools, consumables, material, labor, and supplies required to perform the work described herein.

Pursuant to this contract, the Contractor will be tasked, by the Stadium Manager, with performing troubleshooting, repairing, and performing maintenance of various electrical systems at the Stadium, including but not limited to the following:

1. Electrical power work, and communications cabling, including, but not limited, to the following:
  - a. Power connections for electric-powered equipment;

- b. Circuit breaker replacement;
  - c. Disconnect replacement;
  - d. Fuse replacement;
  - e. Conduit repair and installation, including PVC coated rigid conduit and fittings, PVC, flexible conduit, etc.;
  - f. Wire and electrical cable repair and installation, including copper, aluminum, all insulation and wire types;
  - g. Transformer removal and replacement;
  - h. Sub-panel removal and replacement;
  - i. Electrical devices, including receptacles, switches, etc. Repair, removal or replacement;
  - j. Motor, starters, controllers, and variable frequency drives. Repair, removal or replacement;
  - k. Automatic transfer switches;
  - l. UPS systems and clean power systems, low/medium voltage distribution systems, electrical grounding systems. Trouble shoot and repair; replace batteries as necessary;
  - m. Troubleshoot and repairs to back-up power systems;
  - n. Install or repair electric vehicle charging equipment;
  - o. Repairs to computer power floor cables and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices and trim;
  - p. Work in electric duct banks; and
  - q. Fiber optic cable repair, replacement, installation.
2. Lighting and physical security work, including, but not limited to, the following:
- a. Indoor and outdoor lighting repairs and installations, including exterior pole mounted fixtures, and sports field lighting;
  - b. Lamp removal and replacement, including HID, fluorescent, incandescent, etc.;
  - c. Ballast removal and replacement, including HID, fluorescent, etc.;
  - d. New lighting fixture installation, all types;
  - e. Lighting control work. Contractors must have experience with a variety of lighting control systems, including Lutron and Crestron control systems;
  - f. Provision of temporary lighting, as necessary; and
  - g. Conduit and related work for parking lighting, rolling gates, and other related electrical equipment.
3. Testing & Maintenance:
- a. Arc Flash assessment;
  - b. Infrared inspection;
  - c. Coordination study;
  - d. Switch gear testing;
  - e. Emergency generator testing;
  - f. Power monitoring;
  - g. Motor control center cleaning; and
  - h. Ground fault testing.

**B. GENERAL REQUIREMENTS**

1. All work performed shall meet the latest revision of all applicable federal, state, and local regulations, laws, and codes.
2. All work schedules must be approved in writing by the Stadium Manager prior to commencement of work.
3. Unless otherwise specified, Contractor shall guarantee the labor and materials used are within the specified guidelines and recommendations of the manufacturer.
4. Materials furnished shall be new and shall be of commercial quality material. Used, reconditioned, or discontinued models and materials are not acceptable. The warranty period for contractor provided materials shall be for a period of 1 year, or within the manufacture warranty, whichever is longer. Such warranty shall commence upon the date of acceptance of Contractor's work by the Stadium Manager.
5. The Stadium Manager reserves the right to supply all or part of the materials or equipment on any project/repair.
6. Contractor shall be responsible for the replacement of failed/defective equipment, and parts installed by Contractor that are under warranty. Such cost, if any, shall be incurred by Contractor. Contractor shall assume all liability for such defects.
7. Follow up work required to correct recent repair/improper repair, or substandard parts shall be at no charge to the Stadium Manager.
8. Contractor shall coordinate site access and Hot Work with Forty Niners Stadium Management Company Engineering Department prior to commencement of work.
9. Contractor shall complete a service tag/log after completion of work. Such tag or log must contain the following information:
  - a. Date of Service
  - b. Name of Technician(s)
  - c. Description of Service(s)
10. Contractor shall notify Stadium Manager when a recall is issued for any equipment or component serviced, installed, or repaired by Contractor. Notification by Contractor shall include the reasons for the recall, procedures for replacement, and the disposition of the recalled equipment.
11. Contractor is responsible for compliance with all building code requirements. Independent of, or in addition, to any other legal requirements, the Stadium Manager may inspect and test Contractor's work to determine if it conforms to the California Building Standards Code and local regulations, if applicable. The Stadium Manager will not accept Contractor's work unless it meets all applicable building code

requirements.

12. The use of the safety equipment includes but is not limited to hard hats, eye protection, safety vests, hearing protection, fall protection, and safety boots as required by the California Occupational Safety and Health Administration.
13. Contractor is required to provide personal protective equipment (PPE) to perform the work and follow the Public Health Orders issued by the Santa Clara County Health Department related to Novel Coronavirus (COVID-19). The Public Health Order updates can be accessed online at <https://www.sccgov.org/sites/covid19/Pages/public-health-orders.aspx>
14. Contractor shall maintain all necessary licenses to perform the work specified herein.
15. Contractor shall be in compliance with applicable prevailing wage laws and the California Labor Code.
16. Contractor shall provide protection for all existing building components beneath and around the work. Any damage to existing building components caused by contractor shall be immediately repaired or replaced at contractor's sole expense in a manner acceptable to and approved by Stadium Manager.
17. In all active work areas, contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas and preventing the exposure of others to grinding, sanding, scraping, paint drips, overspray or any other material generated within the work area, both around and below.
18. Contractor will have a designated representative to oversee Contractor's technicians assigned to perform the work specified herein. Contractor representative shall be responsible for providing all required documents, including, but not limited to, reports, invoices, as-built drawings and all other project contract documents to the Stadium Manager.
19. Contractor shall assign a primary/secondary technician(s) as the main contact for the Stadium Manager during the term of the contract. If different representatives are designated during the term of the Contract, notice of any changes (including, but not limited to, name, address, e-mail, and telephone number) shall be promptly served in writing.
20. Contractor must obtain written authorization prior to commencement of work. The Stadium Manager will provide Contractor written approval by issuing a Notice to Proceed.

21. The Contractor shall perform the following to ensure a clean, safe work site:

- a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.
- b. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished or unfinished surfaces. Do not allow coatings to drip, spatter onto or otherwise stain adjacent surfaces.
- c. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Stadium Manager, and leave in an undamaged condition.
- d. Protect all adjacent surfaces as required by field conditions.

### **C. REGULATIONS AND STANDARDS**

All material and work shall be in accordance with the rules and requirements of the United States Department of Labor Occupational Safety and Health Administration (“OSHA”); National Electrical Code (“NEC”); National Fire Codes published by the National Fire Protection Association (“NFPA”); California Administrative Codes (“CAC”); Uniform Building Code (“UBC”); Uniform Plumbing Code (“UPC”); and other applicable federal, state, and local laws and/or regulations. These specifications shall not be construed to permit work not conforming to these requirements. The regulations shall govern where they require higher standards or conflict with the specifications. Published rulings and interpretations of the enforcing agencies shall be considered a part of these specifications. All regulations and standards shall be the latest publication unless governing authorities require otherwise. In addition, all of Contractor’s work shall be in accordance with the best practices available in the industry, and shall present a neat, workmanlike appearance upon completion.

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

Plans and Specifications shall be provided and made a part of each individual Task Order.

**EXHIBIT "C"**

**SPECIAL CONDITIONS**

**ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION  
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

BEAR ELECTRICAL SOLUTIONS, INC.

By:   
\_\_\_\_\_  
Signature

ROBERT ASUNCION  
Name (Print)

VICE PRESIDENT  
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: BEAR ELECTRICAL SOLUTIONS, INC.

DIR Registration Number: 1000002158

DIR Registration Expiration: 6/30/2022

Small Project Exemption:  Yes or  No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor BEAR ELECTRICAL SOLUTIONS, INC.

Signature 

Name and Title ROBERT ASUNCION - VICE PRESIDENT

Dated 5/3/2021

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT "F"**

**PAYMENT AND PERFORMANCE BONDS**

***ATTACHED BEHIND THIS PAGE***

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to Bear Electrical Solutions, Inc. (hereinafter referred to as the "Contractor") a California corporation, an agreement for Levi's Stadium On-Call Electrical Maintenance and Repair Contract (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated May 5, 2021, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Bear Electrical Solutions, Inc., the undersigned Contractor and Harco National Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of Seven Hundred Fifty Thousand and 00/100 DOLLARS, (\$750,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, 2021).

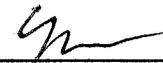
(Corporate Seal)

**Bear Electrical Solutions, Inc.**  
 Contractor/ Principal  
 By   
**ROBERT ASUNCION**  
 Title VICE PRESIDENT

(Corporate Seal)

Harco National Insurance Company

Surety

By 

Yvonne Roncagliolo - Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

The rate of premium on this bond is \$12.44 per thousand. The total amount of premium charges, \$ 9,328.00.

(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) Harco National Insurance Company  
2999 Oak Rd., #820  
Walnut Creek, CA 94597

(Name and Address of Agent or Representative for service of process in California, if different from above) Vivian Imperial  
818 West Seventh, Suite 930, Los Angeles, CA 90017

(Telephone number of Surety and Agent or Representative for service of process in California) Surety: (925) 256-8760  
Agent for Service: (213) 627-8252

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Santa Clara )

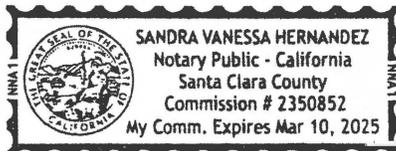
On 05/03/2021 before me, Sandra Hernandez, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion  
*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 Sandra Hernandez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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: \_\_\_\_\_

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On 4-28-2021 before me, Christina Burton, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo
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.

Place Notary Seal and/or Stamp Above

Signature C Burton
Signature of Notary Public

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: Yvonne Roncagliolo

- 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:

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0798224

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, CHRISTINA BURTON, ALICIA DASS, PETER TAM, KELLY HOLTEMANN, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, SARA RIDGE, PATRICK R. DIEBEL, YVONNE RONCAGLILO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2021

Irene Martins, Assistant Secretary

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed May 5, 2021 has awarded to Bear Electrical Solutions, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Levi's Stadium On-Call Electrical Maintenance and Repair Contract (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated May 5, 2021 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Harco National Insurance Company as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

Contract Number: 10050-B

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, 2021.

(Corporate Seal)

Bear Electrical Solutions, Inc.  
Contractor/Principal  
By [Signature]  
ROBERT ASUNCION  
Title VICE PRESIDENT

(Corporate Seal)

Harco National Insurance Company  
Surety  
By [Signature]  
Yvonne Roncagliolo, Attorney-in-Fact  
Title Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )

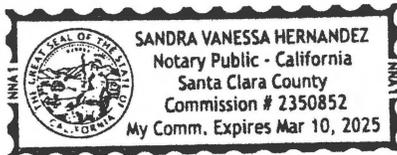
On 05/03/2021 before me, Sandra Hernandez, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Robert Asuncion  
*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 *Sandra Hernandez*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 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: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California }  
County of Contra Costa }

On 4-28-2021 before me, Christina Burton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Yvonne Roncagliolo  
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.



Place Notary Seal and/or Stamp Above

Signature CBurton  
Signature of Notary Public

**OPTIONAL**

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**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: Yvonne Roncagliolo

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: \_\_\_\_\_~~

**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VALERIE GARCIA, CHRISTINA BURTON, ALICIA DASS, PETER TAM, KELLY HOLTEMANN, THOMAS E. HUGHES, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA, NERISSA S. BARTOLOME, JOAN DELUCA, SARA RIDGE, PATRICK R. DIEBEL, YVONNE RONCAGLILOLO

San Francisco, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY  
County of Essex

*[Handwritten Signature]*

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



*[Handwritten Signature]*

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 28, 2021

*[Handwritten Signature]*

Irene Martins, Assistant Secretary

**EXHIBIT "G"**

**RATE SCHEDULE**

	<b>Billable Labor Rates</b>	<b>Straight Time/Weekday</b>	<b>Daily</b>	<b>Saturday</b>	<b>Sunday &amp; Holiday</b>
<b>A</b>	<b>Journey Level:</b>				
1	COMM & System Installer	\$120.00	\$148.00	\$148.00	\$176.00
2	COMM & System Tech	\$128.00	\$161.00	\$160.00	\$195.00
3	Inside Wireman, Technician	\$182.00	\$230.00	\$230.00	\$275.00
4	Cable Splicer	\$195.00	\$250.00	\$250.00	\$305.00
5	Material Handler	\$101.00	\$125.00	\$125.00	\$145.00
6	Material Handler – Fourth Six Months	\$94.00	\$115.00	\$115.00	\$135.00
7	Material Handler – Third Six Months	\$90.00	\$107.00	\$107.00	\$125.00
8	Material Handler – Second Six Months	\$85.00	\$100.00	\$100.00	\$115.00
9	Material Handler – First Six Months	\$63.00	\$77.00	\$77.00	\$91.00
<b>B</b>	<b>Apprentice Level:</b>				
1	Electrician, Inside Wireman – 5 <sup>th</sup> period	\$136.00	\$197.00	\$197.00	\$197.00
2	Electrician, Inside Wireman – 6 <sup>th</sup> period	\$142.00	\$207.00	\$207.00	\$207.00
3	Electrician, Inside Wireman – 7 <sup>th</sup> period	\$148.00	\$218.00	\$218.00	\$218.00
4	Electrician, Inside Wireman – 8 <sup>th</sup> period	\$155.00	\$229.00	\$229.00	\$229.00
5	Electrician, Inside Wireman – 9 <sup>th</sup> period	\$160.00	\$240.00	\$240.00	\$240.00
6	Electrician, Inside Wireman – 10 <sup>th</sup> period	\$167.00	\$250.00	\$250.00	\$250.00
<b>C</b>	Materials & Consumables Mark-Up from Actual Cost to Contractor is 10%				
<b>D</b>	Equipment Rentals Mark-Up from Actual Cost to Contractor is 10%				

**1. Materials and Consumables**

- a. Materials (which include replacement parts, new components such as panel boards, transformers, etc., but does NOT include the cost of small tools) and consumables, which are "minor" materials actually "consumed" during the course of work (such as caulking, solder, tape, etc.) shall be provided to the Stadium Manager at the Contractor's "cost" (meaning what the Contractor paid the supplier) plus an agreed upon mark-up percentage, which would include handling, storage, etc.
- b. When the Contractor is invoicing for specific task orders, and that invoice includes materials costs, Stadium Manager, at its discretion, may require invoices documenting what the Proposer paid for said materials.
- c. If Stadium Manager issues an "emergency" task order, then this requirement may be waived if Stadium Manager so authorizes.

**2. Equipment Rental**

- a. If the Contractor must rent equipment in order to accomplish a Task Order, the price of that equipment to Stadium Manager shall be the Contractor's actual invoice cost for that equipment, plus an agreed upon mark-up percentage.
- b. If the Contractor owns equipment, then reimbursement for use of that equipment is to be covered in the Contractor's overall Overhead and Profit mark-up, which is a component of the Contractor's billable hourly rates described above.

**3. Permit Fees**

- a. All permit fees shall be pass through charges billed to the Stadium Manager for actual documented costs charged without markup.

**EXHIBIT "H"**  
**SAMPLE TASK ORDER FORM**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

**TASK ORDER**

Task Order No. [REDACTED]

Contract: Levi's Stadium On-Call Electrical Maintenance and Repair Services

Contractor: BEAR ELECTRICAL SOLUTIONS, INC.

**The Contractor is hereby authorized to perform the following work subject to the provisions of the Contract identified above:**

**List any attachments:** [INSERT ATTACHMENTS, IF ANY]

**Dollar Amount of Task Order:** Not to exceed \$ [REDACTED], [REDACTED].00

**Liquidated Damages for this Task Order:** \$XXX per day.

**Completion Date:** [REDACTED], 20 [REDACTED]

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Contract identified above and will accept as full payment therefore the amount shown above.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

**BEAR ELECTRICAL SOLUTIONS,  
INC.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTACHMENT G  
LABOR COMPLIANCE ADDENDUM**

<b>Contract Title:</b>	Levi's Stadium On-Call Electrical Maintenance and Repair Services
<b>CONTRACTOR (Supplier) Name and Address</b>	BEAR ELECTRICAL SOLUTIONS, INC. 1252 STATE ST / P.O. BOX 924 ALVISO CA 95002

This Contract is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

**A. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to Stadium Manager, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply

with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the Stadium Manager or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to Stadium Manager, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the Stadium Manager for any fines assessed by the California Department of Industrial Relations against the Stadium Manager for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

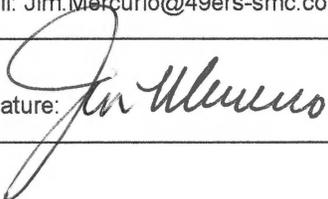
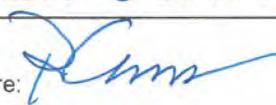
#### **B. Audit Rights**

All records or documents required to be kept pursuant to this Contract to verify compliance with this Addendum shall be made available for audit at no cost to Stadium Manager, at any time during regular business hours, upon written request. Copies of such records or documents shall be provided to Stadium Manager for audit at Levi's Stadium when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Contract.

#### **C. Enforcement**

1. Stadium Manager shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Stadium Manager may continue to hold sufficient funds to cover estimated wages and penalties under the Contract.
  
2. The Stadium Manager is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that Stadium Manager can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the Stadium Manager despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Contract or a waiver of the right to withhold payment for any subsequent breach of this Contract.

Stadium Manager, the Santa Clara Stadium Authority, or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

<u>Stadium Manager</u>	<u>Contractor (Supplier)</u>
Name: Jim Mercurio	Name: ROBERT ASUNCION
Title: EVP, Stadium Operations and General Manager	Title: VICE PRESIDENT
Email: Jim.Mercurio@49ers-smc.com	Email: ROBERT@BEAR-ELECTRICAL.COM
Signature:  Date: 5/4/21	Signature:  Date: 5/3/21

**AMENDMENT NO. 1**

**TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR  
CONTRACT**

**BETWEEN**

**THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**AND**

**BEAR ELECTRICAL SOLUTION, INC.**

**1. Parties and Date.**

This Amendment No. 1 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this Eighth day of September, 2021, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 **Contractor.** The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 **Amendment Purpose.** The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 **Amendment Authority.** This Amendment No. 1 is authorized pursuant to Section 3.7.1 of the Agreement.

**3. Terms.**

3.1 **Amendment.** Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 **Amount of Compensation.** As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant

to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contract, in the aggregate, shall not exceed Five Hundred Thousand Dollars (\$500,000) for the first year of the Contract term and Two Hundred Fifty Thousand Dollars (\$250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR CONTRACT BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC AND BEAR ELECTRICAL SOLUTION, INC.**

**FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**BEAR ELECTRICAL SOLUTION, INC.**

Approved By:

*Jim Mercurio*

Jim Mercurio  
Executive Vice President & General Manager

9/8/2021

Date

DocuSigned by:

*Robert Asuncion*

Signature

Robert Asuncion

Name

vice President

Title

9/8/2021

Date

**AMENDMENT NO. 2**

**TO THE LEVI'S STADIUM ON-CALL ELECTRICAL MAINTENANCE AND REPAIR  
CONTRACT**

**BETWEEN**

**THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC**

**AND**

**BEAR ELECTRICAL SOLUTION, INC.**

**1. Parties and Date.**

This Amendment No. 2 to the Levi's Stadium On-Call Electrical Maintenance and Repair Contract is made and entered into as of this **\*\*\*INSERT DAY\*\*\*** day of April, 2022, by and between the Forty Niners Stadium Management Company, LLC ("Stadium Manager") and Bear Electrical Solutions, Inc., a California corporation with its principal place of business at 1341 Archer Street, Alviso, CA 95002 ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Contractor. The Stadium Manager and Contractor have entered into an agreement entitled "Levi's Stadium On-Call Electrical Maintenance and Repair Contract" ("Agreement") for the purpose of retaining the services of Contractor to provide on-call stadium electrical maintenance and repair work.

2.2 Amendment Purpose. The Stadium Manager and Contractor desire to amend the Agreement to increase the not-to-exceed compensation amount.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.1 of the Agreement.

**3. Terms.**

3.1 Amendment. Section 3.7.1 of the Agreement is hereby amended in its entirety to read as follows:

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Contractor shall receive compensation, including authorized reimbursements, for all Work rendered under this Contract at the rates set forth in Exhibit "G" attached hereto and incorporated herein by reference. The maximum compensation for Work to be provided pursuant

to each Task Order shall be set forth in the relevant Task Order. The total compensation to be provided under this Contract by Stadium Manager to Contract, in the aggregate, shall not exceed Five Hundred Thousand Dollars (\$500,000) for the first year of the Contract term, Six Hundred Seventy Thousand Dollars (\$670,000) for the second year of the Contract term, and Two Hundred Fifty Thousand Dollars (\$250,000) for each subsequent contract year without written approval of the Stadium Manager. The term for subsequent fiscal years shall be conditioned upon approval of the Stadium Authority budget for the applicable fiscal year that includes the amounts due under this Contract.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by Amendment No. 1 and this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO LEVI'S STADIUM ON-CALL  
ELECTRICAL MAINTENANCE AND REPAIR CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY, LLC  
AND BEAR ELECTRICAL SOLUTION, INC.**

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY, LLC**

*Approved By:*

\_\_\_\_\_  
Jim Mercurio  
Executive Vice President &  
General Manager

\_\_\_\_\_  
Date

**BEAR ELECTRICAL SOLUTION, INC.**

  
\_\_\_\_\_  
Signature

**Andrew Bader**  
\_\_\_\_\_  
Name

**CFO**  
\_\_\_\_\_  
Title

**04.05.2022**  
\_\_\_\_\_  
Date

# FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

## CONSTRUCTION CONTRACT

### BNY MELLON EAST AND WEST CLUB ENGINEERED WOOD REFINISHING PROJECT

#### 1. PARTIES AND DATE.

This Contract is made and entered into this **\*\*\*INSERT DAY\*\*\*** day of **\*\*\*INSERT MONTH\*\*\***, **\*\*\*INSERT YEAR\*\*\*** by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company (“Stadium Manager”) and **\*\*\*INSERT NAME\*\*\***, a **\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*** with its principal place of business at **\*\*\*INSERT ADDRESS\*\*\*** (“Contractor”). Stadium Manager and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

#### 2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Stadium Manager on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing refinishing of engineered wood flooring surfaces related construction services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: C-15 or General B.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the BNY Mellon East and West Club Engineered Wood Refinishing Project (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

#### 3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Plans and Specifications (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Public Works Contractor Registration Certification (Exhibit “E”)
- Payment and Performance Bonds (Exhibit “F”)
- Procurement and Contract Process Integrity and Conflict of Interest Guidelines (Exhibit “G”)

- Levi's Stadium Jobsite Rules (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2021 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than seven (7) calendar days prior to the bid submission deadline set forth in the Notice Inviting Bids as it may be amended. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected or submitted untimely, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions and/or Services/Schedule exhibits attached hereto (if any) to review any findings made pursuant to Public Contract Code Section 3400.

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within sixty (60) Calendar days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Stadium Manager. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Stadium Manager will suffer damage.

3.3.2 Force Majeure. Neither Stadium Manager nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor’s exclusive remedy in the event of delay covered under this Section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages the sum of one hundred dollars (\$100) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Stadium Manager agrees to pay Contractor the Total Contract Price of [REDACTED] Dollars (\$ [REDACTED].00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Stadium Manager.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Stadium Manager will arrange for payment of the Total Contract Price upon completion and approval by Stadium Manager of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Stadium Manager will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Stadium Manager an itemized application for payment in the format supplied by the Stadium Manager indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence

which is required by this Contract and such other documentation as the Stadium Manager may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Stadium Manager and in such detail and form as the Stadium Manager shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Stadium Manager, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Deductions and Withholdings. In addition to Contract retentions, the Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; and (11) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager at the time of payment. To the extent that title has not previously been vested in the Stadium Manager by reason of payments, full title shall pass to the Stadium Manager at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day’s work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification,

straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Proof of Compliance. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Proof of such compliance may include proof of Contractor and subcontractor registration with the Department of Industrial Relations, California certified payroll form A-131, statements of non-performance for work not undertaken at any point during the Project, DAS 140/142 forms for all apprenticeable crafts or trades, proper fringe benefits statements, and any other such documents that may be required under this Section 3.7. At any time during or subsequent to the full performance of the services under this Agreement, Stadium Manager and/or the Santa Clara Stadium Authority may require Contractor to produce complete and adequate compliance records, subject to Stadium Manager and/or the Santa Clara Stadium Authority's satisfaction, prior to release of payment.

3.7.15 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay

subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified

Parties for any alleged violations. In addition, Stadium Manager may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. Stadium Manager shall further comply with all requirements specified in the Stadium Manager's Procurement and Contract Process Integrity and Conflict of Interest Guidelines, which are attached hereto as Exhibit "G" and incorporated herein by this reference. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Stadium Manager is subject

to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Stadium Manager permits, Contractor shall pay the Stadium Manager's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to

include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Stadium Manager, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Stadium Manager. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Stadium Manager and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work,

and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code Section 12650 *et seq.*

3.10.4 Stadium Manager's Response. Upon receipt of a claim pursuant to this Section, Stadium Manager shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the Stadium Manager issues its written statement.

3.10.4.1 If Stadium Manager needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Stadium Manager shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires

to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, Stadium Manager may request in writing additional documentation supporting the claim or relating to defenses or claims Stadium Manager may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Stadium Manager and the Contractor.

3.10.4.3 Stadium Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 calendar days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes Stadium Manager's written response, or Stadium Manager fails to respond within the time prescribed, the Contractor may so notify Stadium Manager, in writing, either within 15 days of receipt of Stadium Manager's response or within 15 days of Stadium Manager's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Stadium Manager shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Stadium Manager shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Stadium Manager issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Stadium Manager and the Contractor sharing the associated costs equally. Stadium Manager and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

3.10.6.3 Unless otherwise agreed to by Stadium Manager and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is

earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the Stadium Manager. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Stadium Manager. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. Stadium Manager's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Stadium Manager's failure to respond shall not waive Stadium Manager's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Stadium Manager's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this Section that may be brought or instituted against the Indemnified Parties. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Indemnified Parties for the cost of any settlement paid by the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized

volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this

Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer

will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Stadium Manager 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. Section 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, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Stadium Manager tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

\*\*\*INSERT CONTRACTOR NAME AND ADDRESS\*\*\*  
Attn: \*\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*\*

**STADIUM MANAGER:**

Forty Niners Stadium Management Company LLC  
4900 Marie DeBartolo Way  
Santa Clara, CA 95054  
Attn: \*\*\*INSERT STADIUM MANAGER REP. NAME AND TITLE\*\*\*

With copy to:

Legal Affairs  
Forty Niners Stadium Management Company LLC  
4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Levi's Stadium Jobsite Rules. Contractor and its subcontractors of every tier and their officers, employees, workers, consultants, volunteers, agents shall comply with the Levi's Stadium Jobsite Rules attached hereto as Exhibit "H" and incorporated herein by this reference. Failure to comply with the Levi's Stadium Jobsite Rules may lead to dismissal of any violating parties from the Project site. Contractor shall be solely responsible for any time and cost impacts arising out of any failure to comply with the Levi's Stadium Jobsite Rules.

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions

concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC

[INSERT NAME OF CONTRACTOR]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

License No.: \_\_\_\_\_

## **EXHIBIT "A"**

### **SERVICES / SCHEDULE**

#### **BNY Mellon East Club and BNY Mellon West Club**

#### **Engineered Wood Refinishing Project**

### **PURPOSE**

This Project refinishes the engineered hardwood flooring surfaces in the Levi's Stadium BNY Mellon East Club and BNY Mellon West Club.

### **SCOPE OF WORK**

1. The existing engineered hardwood floors in both the BNY Mellon East Club and BNY Mellon West Club at Levi's Stadium are Nydree White Oak, Fumed, 4" engineered floor with a 3/8" thickness and an approximate 0.100" (2.5mm) thick acrylic veneer surface. The flooring has the Nydree standard Pedestrian UV-cured Urethane with Aluminum Oxide finish.
2. Prepare existing engineered hardwood flooring and apply three (3) coats of Bona Traffic HD – Satin finish per the recoating instructions from Nydree Flooring in Exhibit A-1.
3. The existing engineered wood flooring to be refinished in the BNY Mellon East Club and the BNY Mellon West Club is highlighted in Exhibit A-2. The approximate square footage in the East Club is 11,100 s.f. and the West Club is 3,900 s.f.
4. The Contractor shall provide all materials, equipment, tools, labor, supervision and project management necessary to complete the Project. Contactor is responsible for obtaining all permits and approvals from authorities having jurisdiction necessary to complete the Project.

### **GENERAL REQUIREMENTS**

1. The Contractor must have a minimum of 2-years' experience in refinishing engineered wood flooring and 5-years' experience in hardwood flooring refinishing.
2. Contractor shall provide protection for all existing building components in the work area. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at Contractor's sole expense in a manner acceptable to and approved by Stadium Manager.
3. In all active work areas, Contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis. Contractor shall be responsible for keeping others out of its active work areas.
4. Cleaning and Protection
  - a. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Secure, locate and position all unused materials and equipment to the satisfaction of Stadium Manager.
  - b. Protect all adjacent surfaces as required by field conditions.

### **MATERIALS**

1. The materials required for the Project are per the recoating instructions from Nydree Flooring, including applying three (3) coats of Bona Traffic HD – Satin topcoat as the

topcoat, or approved equal.

## **INSTALLATION**

1. The Contractor is responsible for all work and materials requirements per the manufacturer requirements. Contractor shall provide all tools, labor, materials, and accessories necessary to complete the work per the manufacturer requirements.
2. The Project site is Levi's Stadium, which is located at the following address:

Levi's Stadium  
4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054

## **SCHEDULE**

1. Delivery and installation of materials is required within the Contract Time specified in the Contract Documents. Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and installation of materials.

**Exhibit A-1**  
**Nydree Prep and Recoat Procedure**



All Nydree Engineered Flooring Products  
Pedestrian 2.0 UV-Cured Finish  
Bona® Prep® & Recoat Adhesion System  
Pedestrian 2.0 Recoating and Preventative Sealing

**Worn or Lightly Scratched Finish (The Pedestrian 2.0 finish is not worn through to the wood)**

In this case it is not necessary to remove the factory-applied Pedestrian 2.0 coating to refinish a Nydree Flooring installation. The Bona Prep & Recoat System has been tested and approved for use on all Nydree Flooring finished with Pedestrian 2.0 UV-Cured Finish. Bona's Prep & Recoat System is designed to blend out surface scratches (light scratches in the existing finish only) and scuffs, cover and renew most traffic patterns and provide a beautiful, just-finished appearance. Outlined below is the general Bona Prep & Recoat procedure.

**Newly Installed Nydree Flooring**

When Nydree Flooring is used in an environment where there is potential for spills and frequent spot cleaning (restaurants / bars / food service areas) it is recommended that the flooring be completely sealed. The Bona Prep & Recoat Adhesion System can be used on newly installed Nydree Flooring to seal all of the plank edges. Follow the instructions below, but skip step #1 for newly installed flooring. It is important to note that on newly installed flooring, the SB1587 installation adhesive must cure for at least 48 hours prior to using the Bona Prep & Recoat System.

**Damaged Finish (Spots of the Pedestrian 2.0 finish are completely worn away or heavy scratches/gouges)**

See Complete Pedestrian 2.0/Old Finish Removal and Recoating Procedure under Maintenance Instructions on the Nydree Flooring website.

**BONA PREP RECOATING PROCEDURE – FOLLOW MANUFACTURER'S INSTRUCTIONS**

IMPORTANT INFORMATION – DO NOT USE the Bona Prep Recoating System over Pedestrian 2.0 finish that has been waxed, polished, oiled or has been maintained with a commercial coating.

1. Test for paste wax, acrylic floor polishes and acrylic wax.
2. Sweep and vacuum the floor thoroughly to remove any loose dirt and grit.
3. The floor must be cleaned and lightly abraded to ensure that the new coating will adhere.
4. Use Bona Prep as a spray buff solution with a standard low speed (175-250 rpm) buffer and a Bona Conditioning Pad. Spray Bona Prep over a large section of the floor (approximately 3' x 12') at a rate of 2,000 square feet per gallon. For large areas, a string mop can be used to apply the Bona Prep. **NOTE:** Regardless of the size of area, be sure to overlap sections to ensure that no areas are missed.
5. Before spray buffing the next section, **REMOVE ALL RESIDUES IMMEDIATELY**, using a Bona Microfiber Mop dampened with Bona Prep.
6. **Newly Installed Nydree Flooring** Abrade the floor once it has dried using two Bona Conditioning Pads (one driving the other). Any visibly unabraded areas should be cleaned and abraded by hand.  
**Lightly Surface Scratched Flooring** Abrade the floor once it has dried using Bona Diamond 5", 180 grit abrasive discs on the Bona Multidisc. Any visibly unabraded areas should be cleaned and abraded by hand.
7. Tack the floor again to remove dust using a Bona Mop or a wrung-out cotton towel or cloth dampened with Bona Prep.
8. Allow the floor to dry completely. Within 2 hrs. of Bona Prep drying, apply Bona Traffic® or Bona Traffic HD™. Satin matches the original factory finish of Nydree flooring, but any gloss level may be used. After the initial coat of Bona Traffic or Traffic HD is dry (approximately 2-3 hours) a second coat must be applied. For smoothest results, abrade with a Bona Conditioning Pad before applying second coat. Always vacuum and tack thoroughly with a slightly water-dampened Bona Microfiber Mop or cloth after abrading. A third coat of finish is recommended in heavy-traffic commercial areas. Twenty-four hours after applying the last coat of finish, the floor can be walked on, but remains susceptible to scuffing or marring for a period of one week.
9. The new finish can be maintained with Nydree Natural Multi-Surface Cleaner and Nydree Dust Mop Treatment one week after the Bona Traffic or Traffic HD floor finish has been applied. Rugs can also be replaced at this time.

Any of the Bona System products can be purchased through Nydree Flooring Customer Service by calling 800.682.5698.

Bona® Prep®, Traffic® and Traffic HD™ are registered trademarks of BonaKemi USA, Inc.

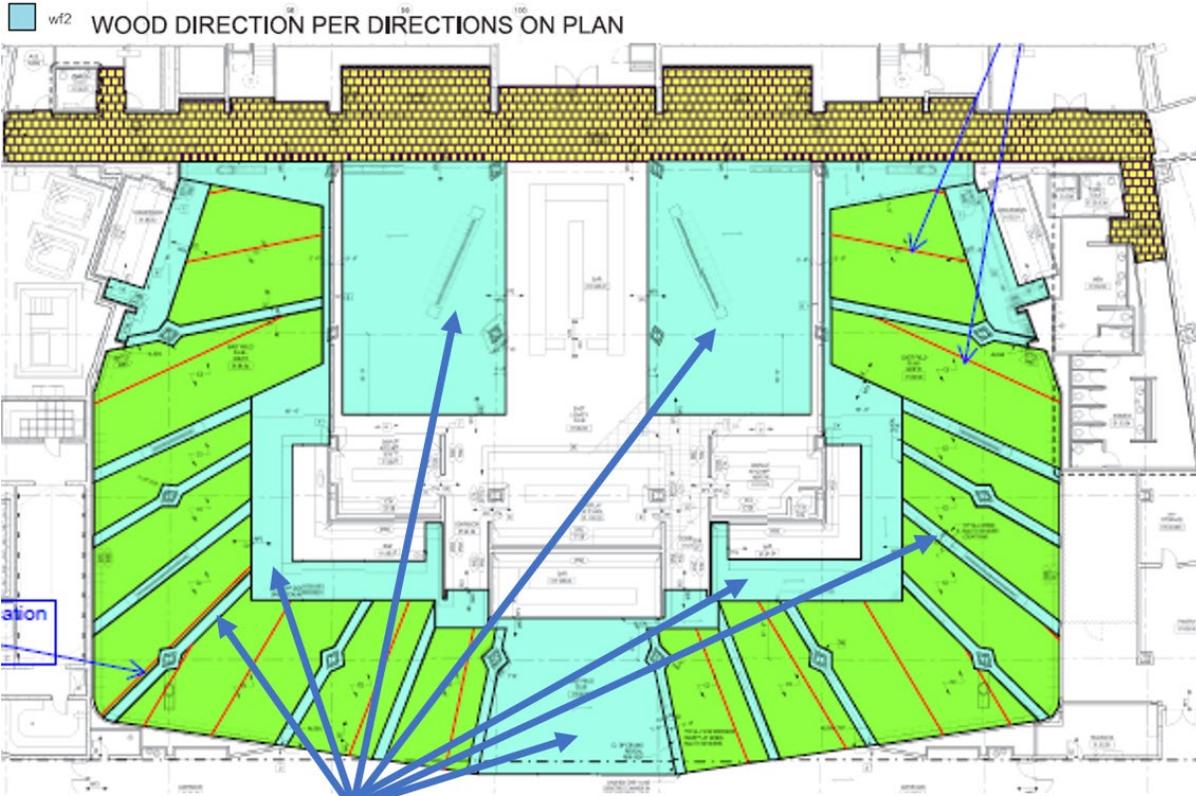
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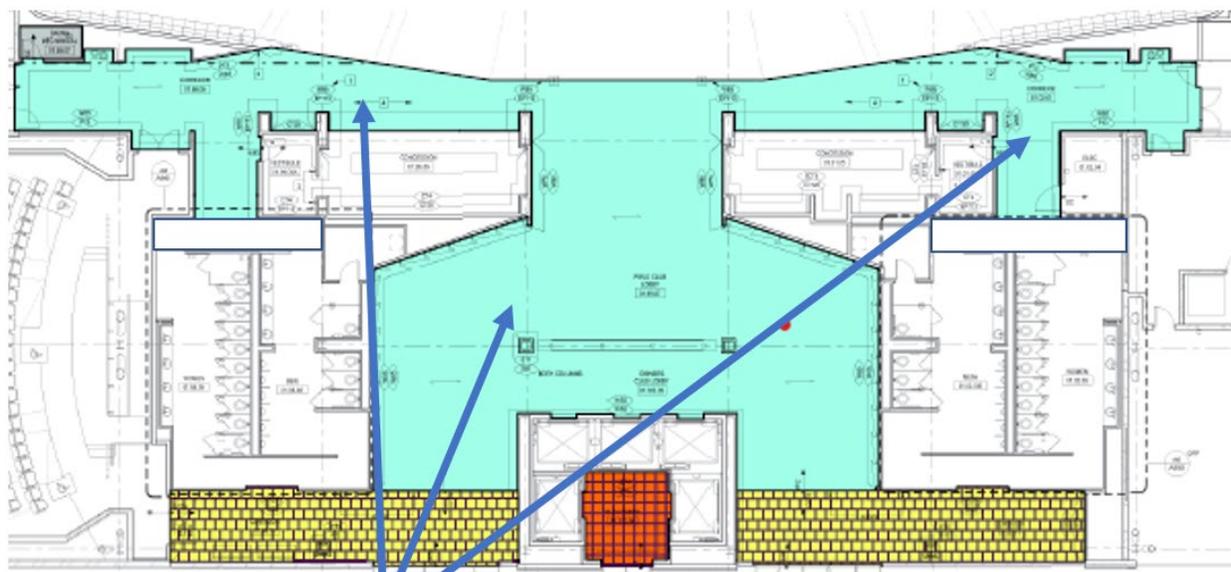
1115 Vista Park Drive • Suites C&D • Forest, VA 24551-0289 • 800.682.5698 • 434.525.5252 • www.nydreeflooring.com

**Exhibit A-2  
Project Site**

**BNY Mellon Club East**



**Engineered Wood Flooring**



**Engineered Wood Flooring**

# BNY Mellon Club West

WF2 WOOD DIRECTION



Engineered Wood Flooring

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

Contractor shall refer to Exhibit "A" – Services/Schedule for the Project Plans and Specifications.

## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

#### **ARTICLE 2. STADIUM MANAGER'S REPRESENTATIVE DESIGNEE**

For purposes of this Project, the Stadium Manager's Representative Designee shall be: Vice President, Stadium Operations and Strategic Planning

#### **ARTICLE 3. LOCATION OF THE PROJECT**

The Project is located at Levi's Stadium, 4900 Marie P. DeBartolo Way, Santa Clara, CA

#### **ARTICLE 4. SCHEDULE CONSTRAINTS**

It is anticipated that the Contractor will be unable to perform Work on the Project site at least 48 hours prior to and 24 hours after any event with a projected attendance greater than 10,000 people without prior written approval from the Stadium Manager. Specific known dates for these events at this time include the following dates:

1. January 2, 2022
2. April 23, 2022
3. July 29, 2022

Contractor is assumed to have accounted for such events during the duration of the Project as part of its bid and may not claim any time or cost impacts and will not be granted any time extensions or additional compensation as a result of these events.

Contractor shall ensure that any Work performed on the Project site is scheduled with the Stadium Manager in advance.

Stadium Manager has considered these schedule constraints when determining the Contract Time and no additional time or compensation will be added to the Contract due to these schedule constraints.

#### **ARTICLE 5. NOISE RESTRICTIONS**

Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in this Contract, including hours of operation requirements.

No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

#### **ARTICLE 6. SAFETY PROGRAMS**

In addition to all other safety requirements of the Contract, Contractor must comply with Cal/OSHA safety requirements at all times during the performance of the Work.

Stadium Manager has considered these safety programs when determining the Contract Time and no additional time or compensation will be added to the Contract due to these safety programs.

**EXHIBIT "D"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**\*\*\*INSERT CONTRACTOR NAME\*\*\***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "E"**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT "F"**

**PAYMENT AND PERFORMANCE BONDS**

*ATTACHED BEHIND THIS PAGE*

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

- Partner(s)                       Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document

\_\_\_\_\_ Signer(s) Other Than Named Above

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
 Title(s)

- Partner(s)                       Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
 Title or Type of Document

\_\_\_\_\_  
 Number of Pages

\_\_\_\_\_  
 Date of Document

\_\_\_\_\_  
 Signer(s) Other Than Named Above

## **EXHIBIT "G"**

### **PROCUREMENT AND CONTRACT PROCESS INTEGRITY AND CONFLICT OF INTEREST GUIDELINES**

#### **1 PURPOSE**

1.1 The purpose of these Guidelines is to ensure integrity in the Stadium Manager's procurement and contract processes, to educate Stadium Manager employees, consultants, uncompensated outside parties and any person involved in the decision to award a contract about potential Conflicts of Interest, and to establish guidelines for procedural screening of Conflicts of Interest.

1.2 The Stadium Manager desires to provide a fair opportunity to participants in competitive processes for the award of Stadium Manager contracts by promulgating integrity and removal of Conflicts of Interest in all competitive solicitations.

#### **2 DEFINITIONS**

##### **2.1 PURCHASING MANAGER**

"Purchasing Manager" is the Stadium Manager representative designated by the Stadium Manager to be responsible for the Stadium Manager's procurement process.

##### **2.2 ELECTED OFFICIAL**

"Elected Official" means the City of Santa Clara Mayor, Council Members, City Clerk, and Chief of Police.

##### **2.3 COUNCIL APPOINTEES**

"Council Appointees" means the City of Santa Clara City Manager, City Attorney, and City Auditor.

##### **2.4 SOLICITATION**

"Solicitation" means, but is not limited to, specification development, preparation and issuance of requests for proposals, quotes, qualifications or bids, evaluation of responses and submissions, and other evaluations which lead to an award of a Stadium Manager contract.

#### **3 GENERAL PROVISIONS**

##### **3.1 COMMUNICATION PROTOCOL**

3.1.1 Prior to Issuance of Solicitations: Prior to the issuance of Solicitations, contact between prospective respondents and Stadium Manager staff, consultants or City of Santa Clara elected officials is permissible.

3.1.2 After Issuance of Solicitations and prior to Submission deadline for Solicitations: After issuance of Solicitations, all contact between prospective respondents and the Stadium Manager with regard to the Solicitation must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries with regard to the Solicitation to the procurement contact. All requests for clarification, objections to the structure, content, or distribution of a Solicitation, or other inquiries must be made in writing and the Stadium Manager shall answer to these clarifications, objections, and inquiries in writing via addenda to the Solicitation.

3.1.3 After Submission Deadline of Solicitations and prior to Issuance of a Notice of Intended Award: After the submission deadline of Solicitations, all contact regarding the procurement between respondents and the Stadium Manager and participants in the evaluation process, who are not Stadium Manager employees or representatives, must be directed to the procurement

contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.4 After Issuance of a Notice of Intended Award: The Stadium Manager will issue a notice of intended award to all respondents including the basis for selection and instructions for filing a protest. All respondents shall follow the procedures for protest as indicated in the Solicitation document. During the protest period, Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.5 After Completion of Protest Period: After completion of the protest period contact between prospective respondents and Stadium Manager staff, consultants and City of Santa Clara elected officials is permissible.

#### 4 RESPONDENT'S CODE OF CONDUCT

By submitting a response to a Stadium Manager Solicitation, respondents are individually and solely responsible for ensuring compliance with these Guidelines on behalf of the respondent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a response. In addition to adhering to these Guidelines, respondents may not collude, directly or indirectly among themselves in regard to the amount, terms or conditions of a Solicitation, influence any Stadium Manager staff member or evaluation team member throughout the solicitation process, including the development of specifications, submit incorrect information in the response to a Solicitation or misrepresent, or fail to disclose material facts during the evaluation process. Any evidence indicating a respondent has failed to adhere with any section of these Guidelines may result in the respondent's disqualification from the procurement as well as possible debarment.

#### 5 CONFIDENTIALITY DURING EVALUATION PROCESS

5.1 Stadium Manager staff, consultants, and outside evaluators who are participants in the evaluation process are required to sign a confidentiality agreement which binds the participants not to share any information about responses received and the evaluation process until the Stadium Manager issues a notice of intended award.

#### 6 CONFLICT OF INTEREST

6.1 Elected officials, appointed officials, their staffs, and Stadium Manager employees and consultants are expected to avoid any conflicts of interest. Further, such individuals should avoid the appearance of conflicts of interest in order to ensure that Stadium Manager decisions are made in an independent and impartial manner. In general, the designated Stadium Manager procurement contact, in consultation with the Stadium Manager's Chief Financial Officer ("CFO") shall take measures to ensure that the Stadium Manager avoid any conflict of interests in procurement processes of Stadium Manager contracts. Specifically, these measures include that:

6.1.1 Persons who may not be regularly involved in Stadium Manager procurements review this Exhibit and other ethical standards and elicit such information from them to enable the Stadium Manager to determine if the person's participation would create a conflict of interest. Such persons shall include, but are not limited to:

- authors of specifications
- paid and unpaid evaluators
- paid and unpaid consultants who assist in the procurement process

6.1.2 The CFO shall discuss any potential conflict of interest identified with Stadium Manager's legal department and document the resulting determination, and take appropriate action including, but not limited to, removal of an employee, consultant, or outside uncompensated party from the procurement activity or cancellation of a Solicitation.

## 7 ALLEGATIONS OF CONFLICT OF INTEREST

7.1.1 Prior to the Solicitation release, up to award of contract, any allegations of conflict of interest by a Stadium Manager employee, consultant, or other participant in the pre- Solicitation and Solicitation process shall be reported to the CFO. The CFO shall investigate the alleged conflict of interest in consultation with the Stadium Manager's legal department and document the resulting determination.

## 8 ALLEGATIONS OF MISCONDUCT

8.1.1 At any time during a Solicitation process, any misconduct by a Stadium Manager employee, consultant, or other participant in the pre-Solicitation and Solicitation process, shall be reported to the CFO. The CFO shall investigate the alleged misconduct, in consultation with the procurement contact, and others, as appropriate. Nothing in these guidelines is intended to prohibit anyone from communicating with the CFO or legal department about any alleged misconduct.

## EXHIBIT "H"

### LEVI'S STADIUM JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e. glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. NO children (under 18 years old) are allowed on site.
12. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
13. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
14. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium

Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

### **Social Media Policy**

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

**Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.**

# FORTY NINERS STADIUM MANAGEMENT COMPANY LLC

## CONSTRUCTION CONTRACT

### INSULATION CAPPING PROJECT

#### 1. PARTIES AND DATE.

This Contract is made and entered into this **\*\*\*INSERT DAY\*\*\*** day of **\*\*\*INSERT MONTH\*\*\***, **\*\*\*INSERT YEAR\*\*\*** by and between the Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") and **\*\*\*INSERT NAME\*\*\***, a **\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*** with its principal place of business at **\*\*\*INSERT ADDRESS\*\*\*** ("Contractor"). Stadium Manager and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

#### 2. RECITALS.

2.1 Stadium Manager. Stadium Manager seeks to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Stadium Manager on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing insulation sheeting (capping) related construction services, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Stadium Manager. The following license classifications are required for this Project: Class C-2 - Insulation and Acoustical, Class A - General Engineering, or Class B - General Building.

2.3 Project. Stadium Manager desires to engage Contractor to render such services for the Insulation Capping Project ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

#### 3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Procurement and Contract Process Integrity and Conflict of Interest Guidelines (Exhibit "G")

- Levi's Stadium Jobsite Rules (Exhibit "H")
- Addenda
- Change Orders executed by the Stadium Manager
- 2021 Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Stadium Manager all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Stadium Manager. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the Stadium Manager may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the Stadium Manager may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the Stadium Manager may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than seven (7) calendar days prior to the bid submission deadline set forth in the Notice Inviting Bids as it may be amended. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected or submitted untimely, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The Stadium Manager has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the Stadium Manager in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the Stadium Manager’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions and/or Services/Schedule exhibits attached hereto (if any) to review any findings made pursuant to Public Contract Code Section 3400.

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 120 calendar days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Stadium Manager. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Stadium Manager will suffer damage.

3.3.2 Force Majeure. Neither Stadium Manager nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor’s exclusive remedy in the event of delay covered under this Section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Stadium Manager as fixed and liquidated damages the sum of one hundred dollars (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform, at its own cost and expense and without reimbursement from the Stadium Manager, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Stadium Manager to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Stadium Manager, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Stadium Manager retains Contractor on an independent contractor basis and Contractor is not an employee of Stadium Manager. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 Stadium Manager's Basic Obligation. Stadium Manager agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Stadium Manager shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Stadium Manager agrees to pay Contractor the Total Contract Price of [REDACTED] Dollars (\$ [REDACTED].00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Stadium Manager.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Stadium Manager will arrange for payment of the Total Contract Price upon completion and approval by Stadium Manager of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Stadium Manager will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Stadium Manager an itemized application for payment in the format supplied by the Stadium Manager indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence

which is required by this Contract and such other documentation as the Stadium Manager may require including, without limitation, the prevailing wage compliance documentation specified herein. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Stadium Manager and in such detail and form as the Stadium Manager shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Stadium Manager shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Stadium Manager, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Deductions and Withholdings. In addition to Contract retentions, the Stadium Manager may deduct from each progress payment an amount necessary to protect Stadium Manager from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Stadium Manager in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Stadium Manager during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Stadium Manager, incurred by the Stadium Manager for which Contractor is liable under the Contract; (11) the failure to comply with and timely submit all necessary prevailing wage compliance documentation as required under this Contract; and (12) any other sums which the Stadium Manager is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Stadium Manager to deduct any of these sums from a progress payment shall not constitute a waiver of the Stadium Manager's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Stadium Manager will permit the substitution of securities for any monies withheld by the Stadium Manager to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Stadium Manager, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Stadium Manager shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Stadium Manager has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities

substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Stadium Manager.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Stadium Manager at the time of payment. To the extent that title has not previously been vested in the Stadium Manager by reason of payments, full title shall pass to the Stadium Manager at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Stadium Manager, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish Stadium Manager with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Stadium Manager.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Stadium Manager shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this Section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Stadium Manager, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on public works with the intent to defraud shall be ineligible to bid on public works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code Section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Proof of Compliance. It shall be Contractor's sole responsibility to comply with, and maintain adequate records of its adherence to, all applicable state prevailing wage requirement. Contractor is responsible for maintaining and providing the following documentation to Stadium Manager for review and approval within the timeframes specified below.

3.7.14.1 Division of Apprenticeship Standards (DAS) 140 Form (applicable if Total Contract Price is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 140 forms filed with the appropriate apprenticeship committee(s) the earlier of Contractor's first application for payment for Work performed under this Contract or ten (10) days of Contract execution.

3.7.14.2 DAS 142 Form (applicable if Total Contract Price is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must provide a copy of DAS 142 forms filed with the appropriate apprenticeship committee(s) or evidence of an approved exemption with its first application for payment for Work involving an apprenticeable craft or trade classification – additional DAS 142 forms or evidence of approved exemptions must be provided following this initial submission with future applications for payment in the event those applications

are for Work involving an apprenticeable craft or trade classification not covered under the first application for payment.

3.7.14.3 California Apprenticeship Council (CAC) Form CAC-2; Training Fee Contributions (applicable if Total Contract Price is \$30,000 or more). Contractor, on behalf of itself and its subcontractors, must submit evidence of mandatory training contributions required under Labor Code section 1777.5, as it may be amended from time to time, via submission of completed Form CAC-2 and/or confirmation of payment to a valid union trust fund with each application for payment submitted to Stadium Manager.

3.7.14.4 Certified Payroll Records; Statement of Compliance. Contractor, on behalf of itself and its subcontractors, must submit complete payroll records on forms substantially similar to the Department of Industrial Relations Form A-1-131 with each application for payment submitted to Stadium Manager. Each set of certified payroll records submitted to Stadium Manager with any application for payment must be accompanied by a signed Statement of Compliance certifying the information on the certified payroll records is true and correct. For the period covered by any application for payment in which Contractor and its subcontractors did not perform Work, Contractor must additionally submit a signed Statement of Non-Performance certifying no work was performed. Contractors are advised the submission of electronic certified payroll records to the Department of Industrial Relations via the eCPR system is not an acceptable substitute to maintaining and providing full certified payroll records as required by this provision and applicable law.

3.7.14.5 Fringe Benefit Statement. Contractor, on behalf of itself and its subcontractors, must submit complete Fringe Benefit Statement(s) for the crafts and trade classifications utilized to perform the Work covered by any application for payment. All Fringe Benefit Statements must be submitted with the application for payment to which applies.

3.7.14.6 Demand for Compliance Records. At any time during or subsequent to the full performance of the Work under this Contract and in addition to the obligations set forth above, Stadium Manager and/or the Santa Clara Stadium Authority may require Contractor to produce and or correct and re-submit any prevailing wage compliance records, which must be reviewed and approved by Stadium Manager and/or the Santa Clara Stadium Authority, prior to full release of payment.

3.7.14.7 Withholding for Non-Compliance. In the event Contractor or any subcontractor is found not to be in compliance with the foregoing requirements for any application for payment whether for progress payments or final payment, Stadium Manager has the right to withhold up to ten percent (10%) of the amount owed to Contractor under the affected application for payment until full compliance is achieved. Contractor acknowledges and agrees the foregoing amount is a reasonable estimate of the value of the documentation specified above.

3.7.15 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Stadium Manager. Contractor shall defend, indemnify and hold the Indemnified Parties free and harmless

from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Stadium Manager, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Indemnified Parties for any alleged violations. In addition, Stadium Manager may seek damages from

Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** Stadium Manager reserves the right to defend any enforcement action brought against the Stadium Manager for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Stadium Manager for the costs (including the Stadium Manager's attorney's fees) associated with, any settlement reached between the Stadium Manager and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Stadium Manager, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, Stadium Manager will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Stadium Manager in writing. Any necessary changes shall be made by written change order. Stadium Manager shall further comply with all requirements specified in the Stadium Manager's Procurement and Contract Process Integrity and Conflict of Interest Guidelines, which are attached hereto as Exhibit "G" and incorporated herein by this reference. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Stadium Manager, Contractor shall be solely responsible for all costs arising therefrom. Stadium Manager may be subject to certain provisions of the Health & Safety Code, Government Code, Public Contract

Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold the Indemnified Parties (defined below) free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing Stadium Manager permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any Stadium Manager permits, Contractor shall pay the Stadium Manager's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Stadium Manager's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Stadium Manager of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Stadium Manager; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Stadium Manager shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Stadium Manager shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Stadium Manager to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are broader, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the

Indemnified Parties (defined below) against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Stadium Manager in writing and shall furnish all labor and material releases required by this Contract. Stadium Manager shall thereupon inspect the Work. If the Work is not acceptable to the Stadium Manager, the Stadium Manager shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Stadium Manager. Once the Work is acceptable to Stadium Manager, Stadium Manager shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Stadium Manager may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

### 3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Stadium Manager, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Stadium Manager. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Stadium Manager and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code Section 12650 *et seq.*

3.10.4 Stadium Manager's Response. Upon receipt of a claim pursuant to this Section, Stadium Manager shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the Stadium Manager issues its written statement.

3.10.4.1 If Stadium Manager needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Stadium Manager shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, Stadium Manager may request in writing additional documentation supporting the claim or relating to defenses or claims Stadium Manager may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Stadium Manager and the Contractor.

3.10.4.3 Stadium Manager's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes Stadium Manager's written response, or Stadium Manager fails to respond within the time prescribed, the Contractor may so notify Stadium Manager, in writing, either within 15 days of receipt of Stadium Manager's response or within 15 days of Stadium Manager's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Stadium Manager shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Stadium Manager shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Stadium Manager issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Stadium Manager and the Contractor sharing the associated costs equally. Stadium Manager and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.

3.10.6.3 Unless otherwise agreed to by Stadium Manager and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the Stadium Manager. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Stadium Manager. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. Stadium Manager's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Stadium

Manager's failure to respond shall not waive Stadium Manager's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Stadium Manager. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the Stadium Manager may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Stadium Manager needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Stadium Manager, Forty Niners SC Stadium Company LLC, Forty Niners Football Company LLC, the Santa Clara Stadium Authority, the City of Santa Clara, their affiliates, and each of their respective officers, directors, managers, members, partners, owners, employees, agents and authorized volunteers, each tenant and event promoter of Levi's Stadium, and any mortgagee, bond trustee or other financial institution from time to time holding a line or indenture upon an interest in Levi's Stadium, and each of them (collectively, the "Indemnified Parties"), free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code Section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Indemnified Parties or the Indemnified Parties' agents, servants, or independent contractors who are directly responsible to the Indemnified Parties, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Stadium Manager's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this Section that may be brought or instituted against the Indemnified Parties. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Indemnified Parties as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Indemnified Parties for the cost of any settlement paid by the Indemnified Parties as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Indemnified Parties' attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Indemnified Parties for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnified Parties.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Stadium Manager that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Stadium Manager that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Stadium Manager to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Stadium Manager to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium

Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Stadium Manager, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Stadium Manager, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Stadium Manager, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Stadium Manager, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Stadium Manager; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Stadium Manager, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Stadium Manager. Contractor shall guarantee that, at the option of the Stadium Manager, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stadium Manager, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the Stadium Manager guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the Stadium Manager. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Stadium Manager with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the Stadium Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on

its behalf and shall be on forms supplied or approved by the Stadium Manager. All certificates and endorsements must be received and approved by the Stadium Manager before work commences. The Stadium Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Stadium Manager, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Stadium Manager in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Stadium Manager, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Payment Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.2 Performance Bond. If specifically requested by Stadium Manager in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Stadium Manager concurrently with this Contract a Performance Bond in an amount required by the Stadium Manager and in a form provided or approved by the Stadium Manager. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Stadium Manager.

3.14.3 Bond Provisions. Should, in Stadium Manager's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Stadium Manager. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Stadium Manager, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Stadium Manager. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Stadium Manager, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Stadium Manager. If Contractor fails to furnish any required bond, the Stadium Manager may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Stadium Manager.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Stadium Manager of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Stadium Manager in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Stadium Manager, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Stadium Manager by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Stadium Manager. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Stadium Manager, the Stadium Manager shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Stadium Manager for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal

law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

### 3.17 General Provisions.

3.17.1 Stadium Manager's Representative. The Stadium Manager hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("Stadium Manager's Representative"). Stadium Manager's Representative shall have the power to act on behalf of the Stadium Manager for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Stadium Manager's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Stadium Manager ("Contractor's Representative"). Following approval by the Stadium Manager, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Stadium Manager, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Stadium Manager, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Stadium Manager's written approval.

3.17.3 Termination. This Contract may be terminated by Stadium Manager at any time, with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Stadium Manager for any reason other than the fault of Contractor, Stadium Manager shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Stadium Manager may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Stadium Manager's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, Stadium Manager may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Stadium Manager may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Stadium Manager, the matter shall be referred to Stadium Manager's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Stadium

Manager 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. Section 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, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Stadium Manager tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**CONTRACTOR:**

\*\*\*INSERT CONTRACTOR NAME AND ADDRESS\*\*\*  
Attn: \*\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*\*

**STADIUM MANAGER:**

Forty Niners Stadium Management Company LLC  
4900 Marie DeBartolo Way  
Santa Clara, CA 95054  
Attn: \*\*\*INSERT STADIUM MANAGER REP. NAME AND TITLE\*\*\*

With copy to:

Legal Affairs  
Forty Niners Stadium Management Company LLC  
4949 Marie P. DeBartolo Way  
Santa Clara, CA 95054

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Stadium Manager. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Stadium Manager may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to

interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Levi's Stadium Jobsite Rules. Contractor and its subcontractors of every tier and their officers, employees, workers, consultants, volunteers, agents shall comply with the Levi's Stadium Jobsite Rules attached hereto as Exhibit "H" and incorporated herein by this reference. Failure to comply with the Levi's Stadium Jobsite Rules may lead to dismissal of any violating parties from the Project site. Contractor shall be solely responsible for any time and cost impacts arising out of any failure to comply with the Levi's Stadium Jobsite Rules.

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Stadium Manager shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Stadium Manager shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of Stadium Manager, during the term of his or her service with Stadium Manager, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Stadium Manager's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 Stadium Manager's Right to Employ Other Contractors. Stadium Manager reserves right to employ other contractors in connection with this Project or other projects.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN THE FORTY NINERS STADIUM MANAGEMENT COMPANY LLC  
AND **[\*\*INSERT CONTRACTOR NAME\*\*]****

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **[\*\*INSERT DAY\*\*]** day of **[\*\*INSERT MONTH\*\*]**, **[\*\*INSERT YEAR\*\*]**.

FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC

**[INSERT NAME OF CONTRACTOR]**

By: \_\_\_\_\_  
**[INSERT NAME]**  
**[INSERT TITLE]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

License No.: \_\_\_\_\_

## **EXHIBIT "A"**

### **SERVICES / SCHEDULE**

#### **Insulation Capping Project**

##### **1.1 SUMMARY**

- 1.1.1 Contractor to furnish and install new insulation sheeting above concourse and concession areas, as described herein, at Levi's Stadium where the existing sheeting is separating from the existing insulation. The existing insulation will remain in place, but new sheeting will be installed to improve the appearance and extend the life of the existing insulation.
- 1.1.2 Contractor shall furnish and install new insulation sheeting (also known as "Capping") on approximately 61,996 SF of existing exposed Thermafiber Versa Board above the 300 level concourse. The current facing on the existing Thermafiber Versa Board is delaminating, which is causing an unsightly condition. The current Thermafiber Versa Board was installed in 3-ft x 4-ft boards with 3-4 hangers per sheet. The new facing will use existing anchors to install Capping. Contractor shall use larger sheets of Capping as to cover several 3-ft x 4-ft boards with a single Capping sheet.
- 1.1.3 The Contractor shall provide all tools, materials, equipment, labor, project management and supervision necessary to complete the Project, including any necessary lifts or other access equipment to access the existing Thermafiber Versa Board. Contractor is responsible for obtaining all permits and approvals from authorities having jurisdiction as may be necessary to complete the Project.
- 1.1.4 The diagrams attached as Exhibit "A-1" indicate the location of the Work.

##### **1.2 PERFORMANCE REQUIREMENTS**

- 1.2.1 Contractor shall perform the following services:
  - 1.2.1.1 Furnish and install Capping. Capping shall be WMP-50 BLACK polypropylene scrim with metallized polyester, or equal.
  - 1.2.1.2 Capping must comply with ASTM E84 and UL 723 requirements and be a UL classified product.
  - 1.2.1.3 Capping must meet or exceed the specifications described in Exhibit "A-2"
- 1.2.2 Contractor shall provide all access equipment and lifts necessary to complete the Project. There are several areas where Capping is required that are located over the top of concessions stands and restrooms. It is the responsibility of the Contractor to evaluate and select the proper type of lift and/or other means of access necessary to install all Capping.
- 1.2.3 Contractor shall determine the appropriate method for installing and securing the Capping material consistent with any applicable manufacturer requirements.

Existing hangars can be used so long as the Contractor uses reasonable means and methods to securely install the Capping material. Contractors may consider the use of additional washers or other equivalent methods to securely install the Capping material. Renderings and details of the existing Thermafiber VersaBoard are provided in Exhibit "A-1".

1.2.4 Contractor shall tape all seams and secure the edges of all Capping material. Contractor shall tape around all utility penetrations and all rips, cuts or other loose edges on the Capping material. Tape shall be an adhesive tape used primarily to seal and seam Capping material. The tape shall be recommended by the manufacturer for all weather installations. The tape shall have a tensile strength of 40 lbs/in or greater. The tape shall be black and match the color of the Capping material. Installation must provide a clean and aesthetic appearance and withstand high winds and rain.

1.2.5. Contractor shall clean-up work areas each day and following completion of Work. The Project site shall be maintained in a neat and orderly condition.

1.2.6. Contractor shall provide as-built and other Project documentation upon completion of Project.

1.2.7. Alternate installation methods of the Capping will be reviewed and approved if acceptable, at the sole discretion of the Stadium Manager.

### **1.3 SCHEDULE AND DELIVERY**

1.3.1 Delivery and installation of materials is required within the Contract Time specified in the Contract Documents. The Contractor shall coordinate with Stadium Manager to schedule delivery, site access, and installation of materials.

1.3.2 The Project site is Levi's Stadium, which is located at the following address:

Levi's Stadium  
4900 Marie P. DeBartolo Way  
Santa Clara, CA 95054

### **1.4 SUBSTITUTION**

1.4.1 Contractor may offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents including this Exhibit "A." Substitution requests, if any, shall be made within the time specified and otherwise in accordance with the requirements of the Contract. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

### **2.1 GENERAL REQUIREMENTS**

2.1.1 Contractor shall provide protection for all existing building components beneath and around the Work. Any damage to existing building components caused by Contractor shall be immediately repaired or replaced at Contractor's sole

expense in a manner acceptable to and approved by Stadium Manager.

2.1.2 In all active work areas, Contractor shall provide, install and maintain all necessary barricades and warnings to prohibit pedestrian access into any affected work area. This not only includes areas surrounding the work, but also includes areas below the Work. Levi's Stadium is an active building containing employees, guests, and other contractors on a daily basis.

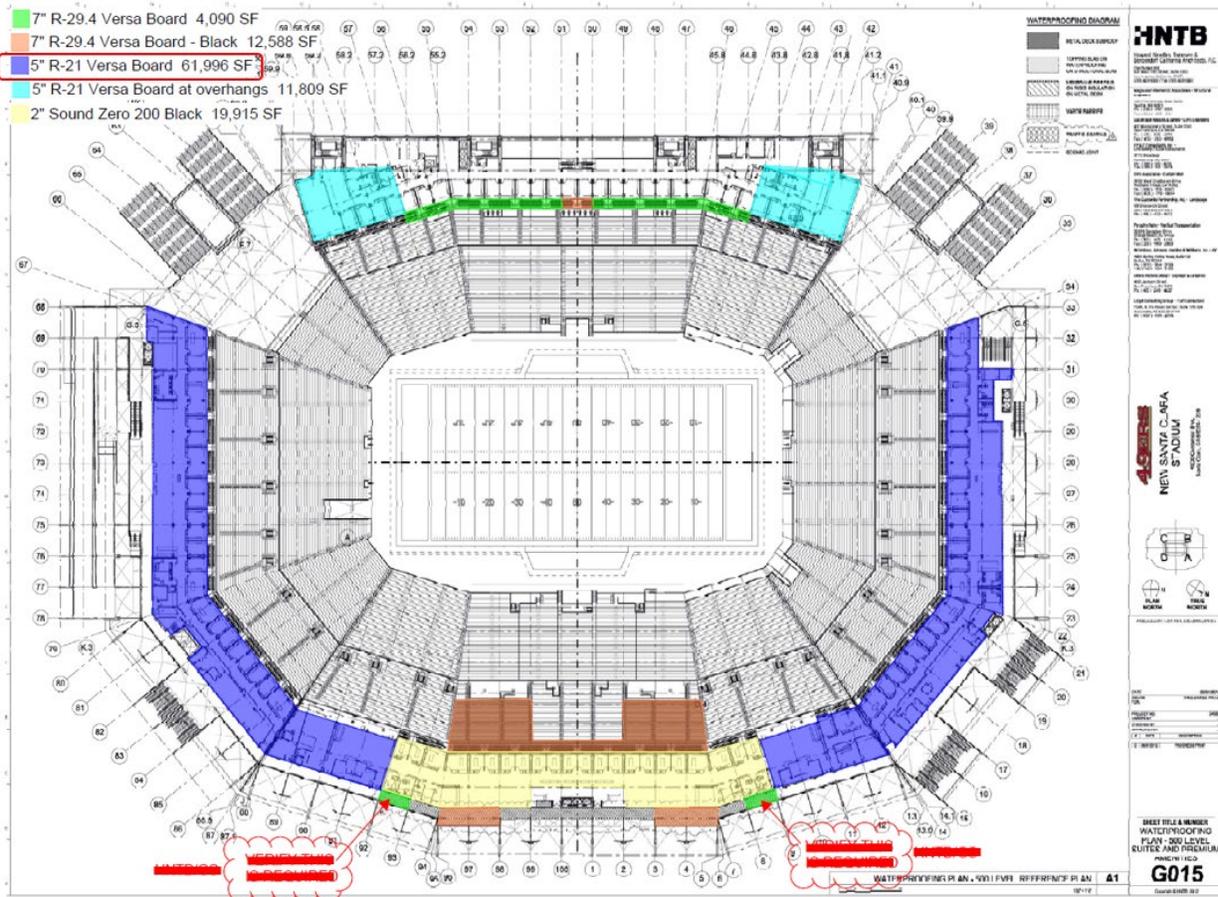
### 2.1.3 Cleaning and Protection

2.1.3.1 At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Secure, locate and position all unused materials and equipment, including man lifts, to the satisfaction of Stadium Manager.

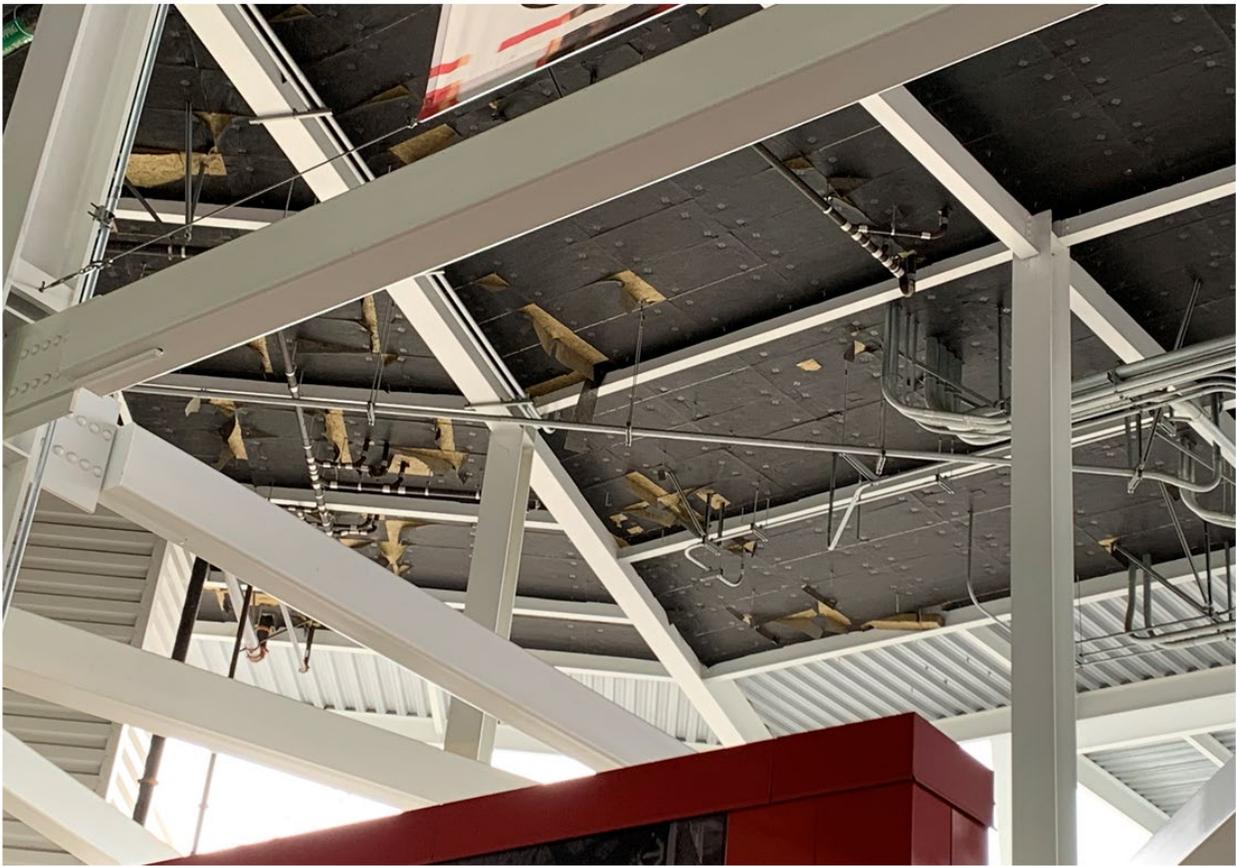
2.1.3.2 Protect all adjacent surfaces as required by field conditions.



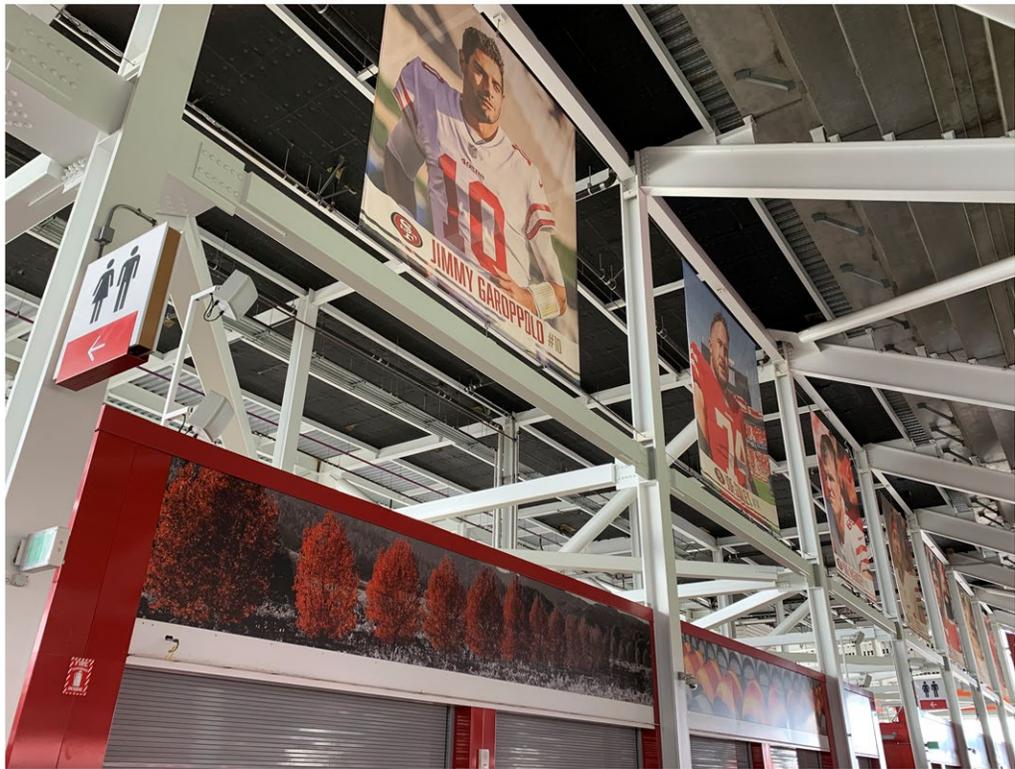
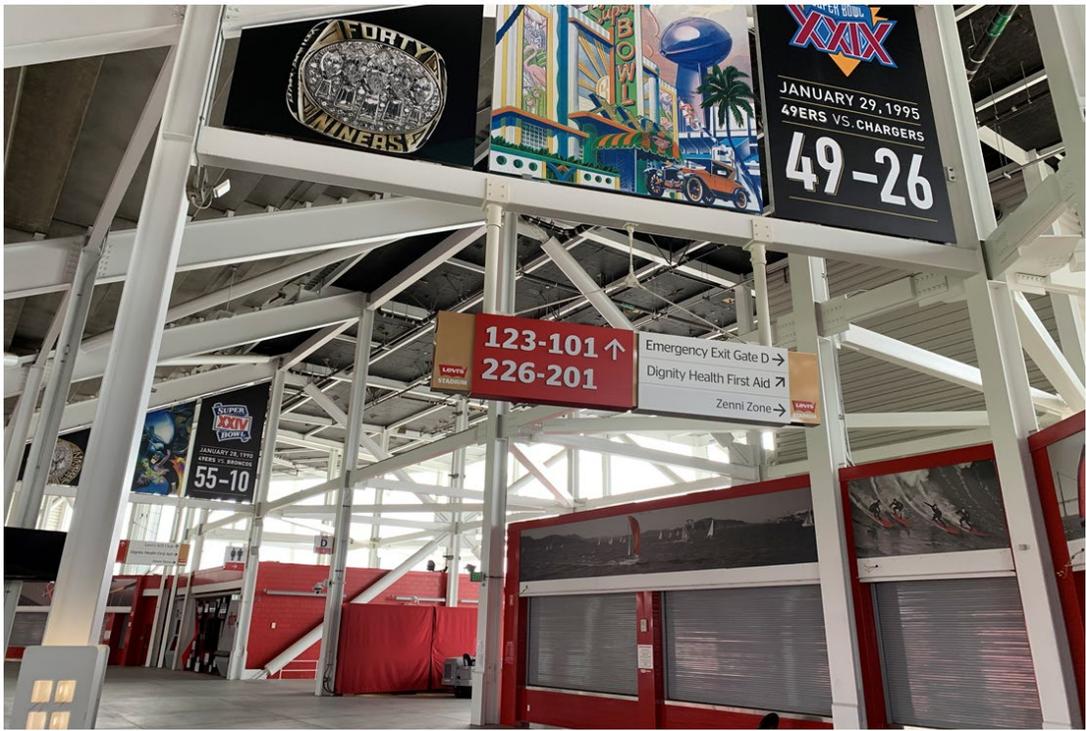
Layout drawing shown below to represent area of Capping installation (shown in purple) above concourse, concession and restroom facilities.



Existing Photos: Images below show the existing condition of the current capping sheets delaminating from the existing insulation.









**Exhibit "A-2"**

[www.lamtec.com](http://www.lamtec.com)

**LAMTEC**<sup>®</sup>  
CORPORATION

## WMP-50 BLACK

**BLACK COATING / POLYPROPYLENE / SCRIM / CORE / METALLIZED POLYESTER**

Meets ASTM C1136, Type I, II, III, IV

FACING COMPOSITION	DESCRIPTION	VALUES (ENGLISH)	VALUES (METRIC)
Black Coated Film	Polypropylene	17.2 lbs / 3000 ft <sup>2</sup>	28 g / m <sup>2</sup>
Adhesive	Flame Resistant		
Reinforcing	Tri-directional	5 / inch (MD)	20 / 100 mm (MD)
	Fiberglass/Polyester	5 / inch (XD)	20 / 100 mm (XD)
Core	Proprietary	30 lbs / 3000 ft <sup>2</sup>	49 g / m <sup>2</sup>
Adhesive	Polymeric		
Film	Metallized Polyester	0.0005 inch	12.7 micron

PHYSICAL PROPERTIES	TEST METHOD	VALUES (ENGLISH)	VALUES (METRIC)
Basis Weight	Scale	34 lbs / 1000 ft <sup>2</sup>	166 g / m <sup>2</sup>
Permeance (WVTR)	ASTM E96 Procedure A	0.02 perm (grains/hrft <sup>2</sup> -in Hg)	1.15 ng / N-s
Bursting Strength	ASTM D774	120 psi	8.4 kg / cm <sup>2</sup>
Puncture Resistance	ASTM C1136	125 beach units	3.7 Joules
Tensile Strength	ASTM C1136	65 lbs/inch width (MD)	11.4 kN / m (MD)
		60 lbs/inch width (XD)	10.5 kN / m (XD)
Caliper / Thickness	Micrometer	0.011 inch	279 micron
Accelerated Aging	30 Days @ 95% RH, 120°F (49°C)	No Corrosion No Delamination	No Corrosion No Delamination
Low Temperature Resistance	ASTM D1790 -40°F (-40°C)	Remains Flexible No Delamination	Remains Flexible No Delamination
High Temperature Resistance	4 hours @ 240°F (116°C)	Remains Flexible No Delamination	Remains Flexible No Delamination
Water Immersion	24 hours @ 73°F (23°C)	No Delamination	No Delamination
Mold Resistance	ASTM C665 / C1338	No Growth	No Growth
Dimensional Stability	ASTM D1204	0.25%	0.25%

FIRE TESTING	ASTM E84 / UL 723		CAN ULC-S102M		
	Polypropylene Side	Polyester Side	Polypropylene Side	Polyester Side	
Flame Spread	5	5	5	5	
Smoke Developed	30	20	30	20	

Physical Properties based upon statistical averages, Weight / Thickness +/- 10%

**"LAMTEC" AND "WMP" ARE REGISTERED TRADEMARKS OF LAMTEC CORPORATION**

5010 River Road Mount Bethel, Pennsylvania 18343-5610 U.S.A.  
Phone: (570) 897-8200 Fax: (570) 897-6081 Web: [www.lamtec.com](http://www.lamtec.com)

04/20

**EXHIBIT "B"**

**PLANS AND SPECIFICATIONS**

CONTRACTOR SHALL REFER TO EXHIBIT "A" – SERVICES/SCHEDULE FOR THE  
PROJECT PLANS AND SPECIFICATIONS.

## **EXHIBIT "C"**

### **SPECIAL CONDITIONS**

#### **ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the Stadium Manager four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the Stadium Manager and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of Stadium Manager, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Stadium Manager. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

#### **ARTICLE 2. STADIUM MANAGER'S REPRESENTATIVE DESIGNEE**

For purposes of this Project, the Stadium Manager's Representative Designee shall be: Vice President, Stadium Operations and Strategic Planning

#### **ARTICLE 3. LOCATION OF THE PROJECT**

The Project is located at Levi's Stadium, 4900 Marie P. DeBartolo Way, Santa Clara, CA

#### **ARTICLE 4. SCHEDULE CONSTRAINTS**

It is anticipated that the Contractor will be unable to perform Work on the Project site at least 48 hours prior to and 24 hours after any event with a projected attendance greater than 10,000 people without prior written approval from the Stadium Manager. Specific known dates for these events at this time include the following dates:

Good Friday – April 15  
Memorial Day - Last Monday in May  
Juneteenth – June 20  
Independence Day - July 4  
Labor Day - First Monday in September

Contractor is assumed to have accounted for such events during the duration of the Project as part of its bid and may not claim any time or cost impacts and will not be granted any time extensions or additional compensation as a result of these events.

Contractor shall ensure that any Work performed on the Project site is scheduled with the Stadium Manager in advance.

Stadium Manager has considered these schedule constraints when determining the Contract Time and no additional time or compensation will be added to the Contract due to these schedule constraints.

#### **ARTICLE 5. NOISE RESTRICTIONS**

Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in this Contract, including hours of operation requirements.

No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

#### **ARTICLE 6. SAFETY PROGRAMS**

In addition to all other safety requirements of the Contract, Contractor must comply with Cal/OSHA safety requirements at all times during the performance of the Work.

Stadium Manager has considered these safety programs when determining the Contract Time and no additional time or compensation will be added to the Contract due to these safety programs.

**EXHIBIT "D"**

**CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**\*\*\*INSERT CONTRACTOR NAME\*\*\***

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "E"**

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Dated \_\_\_\_\_

<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**EXHIBIT "F"**

**PAYMENT AND PERFORMANCE BONDS**

*ATTACHED BEHIND THIS PAGE*

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter referred to as "Stadium Manager") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for \_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Stadium Manager in the sum of \_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Indemnified Parties, as stipulated and defined in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Stadium Manager, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Stadium Manager from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Stadium Manager's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Stadium Manager to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Stadium Manager's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Stadium Manager, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Stadium Manager to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Stadium Manager under the Contract and any modification thereto, less any amount previously paid by the Stadium Manager to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Stadium Manager may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Stadium Manager, when declaring the Contractor in default, notifies Surety of the Stadium Manager's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Forty Niners Stadium Management Company LLC (hereinafter designated as the "Stadium Manager"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

\_\_\_\_\_ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Stadium Manager in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Stadium Manager and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

- Partner(s)                       Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document

\_\_\_\_\_ Signer(s) Other Than Named Above

## **EXHIBIT "G"**

### **PROCUREMENT AND CONTRACT PROCESS INTEGRITY AND CONFLICT OF INTEREST GUIDELINES**

#### **1 PURPOSE**

1.1 The purpose of these Guidelines is to ensure integrity in the Stadium Manager's procurement and contract processes, to educate Stadium Manager employees, consultants, uncompensated outside parties and any person involved in the decision to award a contract about potential Conflicts of Interest, and to establish guidelines for procedural screening of Conflicts of Interest.

1.2 The Stadium Manager desires to provide a fair opportunity to participants in competitive processes for the award of Stadium Manager contracts by promulgating integrity and removal of Conflicts of Interest in all competitive solicitations.

#### **2 DEFINITIONS**

##### **2.1 PURCHASING MANAGER**

"Purchasing Manager" is the Stadium Manager representative designated by the Stadium Manager to be responsible for the Stadium Manager's procurement process.

##### **2.2 ELECTED OFFICIAL**

"Elected Official" means the City of Santa Clara Mayor, Council Members, City Clerk, and Chief of Police.

##### **2.3 COUNCIL APPOINTEES**

"Council Appointees" means the City of Santa Clara City Manager, City Attorney, and City Auditor.

##### **2.4 SOLICITATION**

"Solicitation" means, but is not limited to, specification development, preparation and issuance of requests for proposals, quotes, qualifications or bids, evaluation of responses and submissions, and other evaluations which lead to an award of a Stadium Manager contract.

#### **3 GENERAL PROVISIONS**

##### **3.1 COMMUNICATION PROTOCOL**

3.1.1 Prior to Issuance of Solicitations: Prior to the issuance of Solicitations, contact between prospective respondents and Stadium Manager staff, consultants or City of Santa Clara elected officials is permissible.

3.1.2 After Issuance of Solicitations and prior to Submission deadline for Solicitations: After issuance of Solicitations, all contact between prospective respondents and the Stadium Manager with regard to the Solicitation must be directed to the procurement contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries with regard to the Solicitation to the procurement contact. All requests for clarification, objections to the structure, content, or distribution of a Solicitation, or other inquiries must be made in writing and the Stadium Manager shall answer to these clarifications, objections, and inquiries in writing via addenda to the Solicitation.

3.1.3 After Submission Deadline of Solicitations and prior to Issuance of a Notice of Intended Award: After the submission deadline of Solicitations, all contact regarding the procurement between respondents and the Stadium Manager and participants in the evaluation process, who are not Stadium Manager employees or representatives, must be directed to the procurement

contact designated in the Solicitation. Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.4 After Issuance of a Notice of Intended Award: The Stadium Manager will issue a notice of intended award to all respondents including the basis for selection and instructions for filing a protest. All respondents shall follow the procedures for protest as indicated in the Solicitation document. During the protest period, Stadium Manager staff and consultants will refer all inquiries to the procurement contact identified in the Solicitation document.

3.1.5 After Completion of Protest Period: After completion of the protest period contact between prospective respondents and Stadium Manager staff, consultants and City of Santa Clara elected officials is permissible.

#### 4 RESPONDENT'S CODE OF CONDUCT

By submitting a response to a Stadium Manager Solicitation, respondents are individually and solely responsible for ensuring compliance with these Guidelines on behalf of the respondent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting a response. In addition to adhering to these Guidelines, respondents may not collude, directly or indirectly among themselves in regard to the amount, terms or conditions of a Solicitation, influence any Stadium Manager staff member or evaluation team member throughout the solicitation process, including the development of specifications, submit incorrect information in the response to a Solicitation or misrepresent, or fail to disclose material facts during the evaluation process. Any evidence indicating a respondent has failed to adhere with any section of these Guidelines may result in the respondent's disqualification from the procurement as well as possible debarment.

#### 5 CONFIDENTIALITY DURING EVALUATION PROCESS

5.1 Stadium Manager staff, consultants, and outside evaluators who are participants in the evaluation process are required to sign a confidentiality agreement which binds the participants not to share any information about responses received and the evaluation process until the Stadium Manager issues a notice of intended award.

#### 6 CONFLICT OF INTEREST

6.1 Elected officials, appointed officials, their staffs, and Stadium Manager employees and consultants are expected to avoid any conflicts of interest. Further, such individuals should avoid the appearance of conflicts of interest in order to ensure that Stadium Manager decisions are made in an independent and impartial manner. In general, the designated Stadium Manager procurement contact, in consultation with the Stadium Manager's Chief Financial Officer ("CFO") shall take measures to ensure that the Stadium Manager avoid any conflict of interests in procurement processes of Stadium Manager contracts. Specifically, these measures include that:

6.1.1 Persons who may not be regularly involved in Stadium Manager procurements review this Exhibit and other ethical standards and elicit such information from them to enable the Stadium Manager to determine if the person's participation would create a conflict of interest. Such persons shall include, but are not limited to:

- authors of specifications
- paid and unpaid evaluators
- paid and unpaid consultants who assist in the procurement process

6.1.2 The CFO shall discuss any potential conflict of interest identified with Stadium Manager's legal department and document the resulting determination, and take appropriate action including, but not limited to, removal of an employee, consultant, or outside uncompensated party from the procurement activity or cancellation of a Solicitation.

## 7 ALLEGATIONS OF CONFLICT OF INTEREST

7.1.1 Prior to the Solicitation release, up to award of contract, any allegations of conflict of interest by a Stadium Manager employee, consultant, or other participant in the pre- Solicitation and Solicitation process shall be reported to the CFO. The CFO shall investigate the alleged conflict of interest in consultation with the Stadium Manager's legal department and document the resulting determination.

## 8 ALLEGATIONS OF MISCONDUCT

8.1.1 At any time during a Solicitation process, any misconduct by a Stadium Manager employee, consultant, or other participant in the pre-Solicitation and Solicitation process, shall be reported to the CFO. The CFO shall investigate the alleged misconduct, in consultation with the procurement contact, and others, as appropriate. Nothing in these guidelines is intended to prohibit anyone from communicating with the CFO or legal department about any alleged misconduct.

## EXHIBIT "H"

### LEVI'S STADIUM JOBSITE RULES

The Contractor (to include all contractors, vendors, subcontractor and employees of each) shall adhere to the following rules while on site:

1. Contractor shall park in only approved Contractor designated parking areas as identified by Stadium Manager.
2. No smoking, drugs, or alcohol permitted on site.
3. Contractor work area must be left in a clean, neat and orderly condition at the end of each day. If the Contractor fails to perform daily cleaning the Stadium Manager reserves the right to clean up debris at Contractor expense.
4. Contractor shall coordinate with Stadium Manager for use of restroom facilities prior to Project.
5. Contractor to schedule work hours with Stadium Manager prior to Project. Work outside of regularly schedule hours shall require prior written approval by Stadium Manager.
6. Contractor shall coordinate employee break areas with the Stadium Manager prior to Project. All lunch and break debris generated by the Contractor must be disposed of immediately in appropriate containers (i.e., glass, aluminum, cardboard, etc.).
7. No radios, iPods, music devices with earbuds, etc. allowed. NO EXCEPTIONS.
8. Contractor shall report Project status to the Stadium Manager weekly and provide an update on the progress of the work. Contractor shall contact Stadium Manager immediately should any incidents occur or if any conflicts with these jobsite rules should arise.
9. Personal Protective Equipment ("PPE"), including but not limited to, proper safety clothing MUST be worn at all times while on jobsite. Any personnel without proper safety clothing will not be allowed on site. This include office personnel and visitors. Appropriate PPE shall be coordinated with the Stadium Manager prior to Project.
10. The Contract supervisor assigned to this job must have the ability to make employees follow ALL jobsite rules.
11. NO children (under 18 years old) are allowed on site.
12. Contractor, to include all employees and visitors, must register each day for stadium access through the Stadium Manager provided visitor management and access control system. Contractor employees are subject to health screening prior to approval of site access. Contractor employees shall adhere to all Stadium Manager site access requirements.
13. Contractors and all employees must stay in their area as required and defined in the Project scope of work. Any Contractor employee found outside of the authorized Project area will be removed from the property and may not return to the site.
14. Contractor Equipment / Vehicles – Contractor shall coordinate delivery and use of all equipment brought and used on site (owned or rented) with the Stadium

Manager prior to Project. Equipment shall display markings identifying the following information for each piece of equipment while on site:

- Contractor's Company Name
- Contractor's Equipment Contact
- Contact Phone Number
- Duration On-Site (i.e. 06/02/21- 06/15/21)

Equipment requiring this information includes, but is not limited to, the following types of equipment:

- Material Handling Equipment (such as Forklifts and Pallet Jacks)
- Golf Carts
- Flatbeds
- Manlifts
- Vehicles
- Job Boxes
- Trailers
- Other Equipment

Anyone operating this equipment must have the proper certifications, operate them in compliance with Cal/OSHA standards, and shall follow any Stadium Manager safety protocols.

### **Social Media Policy**

This policy governs contractors use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Twitter, Instagram, LinkedIn, Snapchat, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Contractor (and all employees) are prohibited from the following:

1. Using social media to post or to display comments about Stadium Manager, the San Francisco 49ers, Levi's Stadium, co-workers, supervisors, clients, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Stadium Manager's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
2. Infringing on Stadium's logos, brand names, taglines, slogans or other trademarks. Contractors and their agents, owners, and employees shall comply with the laws regarding copyrights, trademarks, rights or publicity and other third-party rights.
3. Posting or displaying content that is an intentional public attack on the quality of the Stadium's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Stadium's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
4. Posting a photograph of a supervisor, manager, co-worker (including players and coaches in non-public settings), vendor, supplier, or client without that individual's express permission.

**Violations of this policy may result in disciplinary action up to and including removal from the jobsite. Please contact the Stadium Manager if you have any questions about this policy.**



## Agenda Report

22-485

Agenda Date: 4/19/2022

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

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

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Board approval. As result of Ordinance No. 2005, the Stadium Manager is also required to request Board approval before entering into agreements on behalf of the Stadium Authority. As of the effective date of the Ordinance (November 8, 2019), all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

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 ManCo.

The Stadium Manager is requesting approval for the following actions:

#### Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project

1. Execute an Amendment No. 2 to the agreement with Bear Electrical Solutions, Inc. to increase the not to exceed amount for the second year of the agreement term by \$420,000 to \$670,000. The \$420,000 will be used to cover the cost of the Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project.

This project is included in the Stadium Authority FY 2022/23 CapEx Budget under the Levi's Naming Rights Existing Signage and Driver Repair line item, which is budgeted for \$420,000.

#### Club Space Flooring CapEx Project

1. Award a one-time agreement to HY Floor and Gameline Painting, Inc. in the amount of \$48,300 for refinishing engineered hardwood flooring surfaces in both BNY Mellon East Club and BNY West Club at Levi's Stadium;

2. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
3. Authorize Stadium Manager to execute change orders up to approximately 10% of the contract cost, or \$4,830, for a total not to exceed amount of \$53,130.

This project is included in the Stadium Authority FY 2022/23 CapEx Budget under the Club Space Flooring line item, which is budgeted for \$89,250.

#### Stadium Insulation CapEx Project

1. Award a one-time agreement to Bear Insulation, Inc., in the amount of \$505,023 to furnish and install new insulation sheeting at Levi's Stadium;
2. Authorize Stadium Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
3. Authorize Stadium Manager to execute change orders up to \$12,477 for a total not to exceed amount of \$517,500.

This project is not included in the Stadium Authority FY 2022/23 CapEx Project and a budget amendment would be required to approve the Stadium Manager's request.

#### **DISCUSSION**

Stadium Authority staff reviewed the Recommendation for Award memos, supporting procurement documents, and agreements with Bear Electrical Solutions, Inc., HY Floor and Gameline Painting, Inc., and Bear Insulation, Inc. (these documents are attached to corresponding report #22-484). The following comments are to advise the Board of noteworthy items that it should be aware of while considering the requests:

#### Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project

On April 20, 2021, the Stadium Authority Board approved a three-year agreement with Bear Electrical Solutions, Inc. for electrical maintenance and repair services at Levi's Stadium, in an amount not to exceed \$250,000 per contract year and subject to budget appropriations for every contract year. On September 7, 2021, the Board approved a budget amendment of \$250,000 to the Stadium Authority FY 2021/22 CapEx Budget for the Levi's Signage Repairs project and an amendment to the agreement with Bear Electrical Solutions, Inc. to increase the not to exceed amount from \$250,000 to \$500,000 for the first year of the agreement term to cover the cost of interim signage repairs. The agreement's not to exceed amount will total \$1.42 million over the three-year term, subject to budget appropriations, if this second amendment to the agreement with Bear Electrical Solutions, Inc. is approved.

It is staff's understanding that ongoing repairs are needed for the Levi's Naming Rights signage and this CapEx project will take care of those immediate needs in accordance with Board direction. Staff will bring back additional information to the Board in May and will work with the Stadium Manager and Naming Rights Sponsor on a longer-term plan for the signage including possible options for repairing or replacing the signage, again in accordance with Board direction.

#### Club Space Flooring CapEx Project

The description for this project in the FY 2022/23 CapEx Budget includes hardwood flooring work for BNY East & West and the Levi's 501 Club spaces. As noted in the Stadium Manager's Recommendation for Award memo for this project, it was determined that no hardwood flooring work

in Levi's 501 Club is required at this time. If any additional work is needed for Levi's 501 Club in the future, a new CapEx project budget request will be submitted at that time.

#### Stadium Insulation CapEx Project and Related Budget Amendment

The project was included in the Stadium Authority FY 2021/22 CapEx Budget under the Stadium Insulation line item, which was originally budgeted for \$157,500. On January 11, 2022, the Board approved a budget amendment to increase the budget for the project by \$360,000 to a total of \$517,000. At the time, the Stadium Manager communicated that it wanted to begin the work in February 2022.

As described in the Stadium Manager's Recommendation for Award for this project, the Stadium Manager's Request for Bids process did not close until March 30, 2022. This project was not carried forward from the FY 2021/22 CapEx Budget, therefore a budget amendment is required to add the project to the FY 2022/23 CapEx Budget if the Board decides to approve the Stadium Manager's request to award an agreement to Bear Insulation, Inc. and a 2.5% contingency for change orders.

Aside from the comments above, staff recommends that the Stadium Manager's request for delegated authority to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the Club Space Flooring and Stadium Insulation CapEx Projects, and change orders be delegated instead to the Executive Director.

Section 2.1 in the First Amendment to the Management Agreement states that the Stadium Manager only has the ability to enter into contracts with providers to the extent it has authority to enter into such Stadium Procurement contracts pursuant to the Santa Authority Procurement Policy. Currently, the Executive Director has no procurement delegated authority under the Stadium Authority Procurement Policy. As such, if the Board approves staff's recommendation to provide the Executive Director with such authority to execute any and all documents associated with, and necessary for the award, completion, and acceptance of the project; and change orders up to \$12,477, the Stadium Manager would not have the same authority to do so.

The Executive Director recently administratively approved a Change Order #1 to an agreement with R.E. Cuddie Co. with the delegated authority that the Board provided on October 19, 2021 for the Non-Slip Matting CapEx Project. This approach accomplishes the expediency that the Stadium Manager seeks and is compliant with the First Amendment to the Management Agreement.

Staff recommends approval of the Stadium Manager's remaining requests to authorize execution of:

- Amendment No. 2 to the agreement with Bear Electrical Solutions, Inc. for the Levi's Naming Rights Existing Signage Lighting and Driver Repair CapEx Project,
- Agreement with HY Floor and Gameline Painting, Inc. for the Club Space Flooring CapEx Project, and
- Agreement with Bear Insulation, Inc. for the Stadium Insulation CapEx Project and related budget amendment.

The Stadium Authority will require full supporting documentation including compliance with prevailing wage laws, if applicable, before releasing public funds upon completion of work. This requirement is consistent with the Stadium Authority Board's March 27, 2019 direction to staff to stop payment of any additional invoices for services unless there is substantial documentation of services rendered

which must also be in compliance with State law and City Code.

### **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 FY 2022/23 CapEx Budget includes \$420,000 for the Levi’s Naming Rights Existing Signage Lighting and Driver Repair line item. There are sufficient funds to cover the cost increase that is outlined in the second amendment to the agreement with Bear Electrical Solutions, Inc. (\$420,000).

The Stadium Authority FY 2022/23 CapEx Budget includes \$89,250 for the Club Space Flooring line item. There are sufficient funds to cover the total cost of agreement (\$48,300) and the 10% contingency (\$4,830) that the Stadium Manager is requesting (a total of \$53,130).

As discussed above, the Stadium Insulation Project is not part of the Stadium Authority FY 2022/23 CapEx Budget and the Board will need to approve a \$517,500 budget amendment to add the project. These funds will be offset by a decrease in the Stadium Authority Capital Expense Reserve. The budget amendment will fund the agreement with Bear Insulation, Inc. (\$505,023) and a 2.5% contingency (\$12,477) that is being requested by the Stadium Manager.

The Stadium Manager advertised the Request for Bids in the San Jose Mercury News publication for a total of \$1,443 for the Club Space Flooring and Stadium Insulation projects. On July 13, 2021, the Stadium Authority Board previously approved up to \$20,000 for the Stadium Manager to publish legal notices in the San Jose Mercury News and Santa Clara Weekly for various solicitations, which would cover these procurement advertising costs.

The table below summarizes the budget amendment as discussed above:

<b>CapEx Project</b>	<b>Adopted Budget</b>	<b>Increase/ (Decrease)</b>	<b>Amended Budget</b>
Stadium Insulation Project	\$0	\$517,500	\$517,500
Capital Expense Reserve	\$4,157,794	(\$517,500)	\$3,640,294

### **COORDINATION**

This report has been coordinated with the City’s Purchasing Manager, Stadium Treasurer’s Office, and Chief Assistant City Attorney.

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

**RECOMMENDATION**

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

Prepared by: Christine Jung, Assistant to the Executive Director  
Reviewed by: Office of the City Manager



## Agenda Report

22-509

Agenda Date: 4/19/2022

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

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

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### DISCUSSION

On April 4, 2022, the Stadium Manager submitted a request for the following Non-NFL event marketing activities:

- June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN: Authorization to incur charges up to \$4,800 to cover registration fees (\$800), travel expenses (\$2,000) and potential client entertainment (\$2,000) for one Stadium Manager employee.
- May 28-30, 2022 travel for the May 28-29 Grupo Firme concerts at SoFi Stadium in Inglewood, CA: Authorization to incur charges up to \$2,900 to cover travel expenses (\$2,400) and potential client entertainment (\$500) for two Stadium Manager employees.

The Stadium Manager's email describes the conference and event in more detail in the attached memo (Attachment 1). The travel and expense costs for these requests will follow the Stadium Manager's Business Expense Reimbursement Policy (Attachment 2).

Combined, the Stadium Manager's request totals a not to exceed amount of \$7,700 and if approved, will be charged to the Stadium Authority FY 2022/23, Non-NFL Marketing budget (Ticketed Events), Dues and Subscriptions/Registration Fees, Networking/Entertainment, and Attending Conferences, Events, Client/Prospect Meetings line items.

#### ATTACHMENTS

1. Stadium Manager's Email Request
2. Stadium Manager's Business Expense Reimbursement Policy



**FORTY NINERS STADIUM MANAGEMENT COMPANY**

Date: April 4, 2022

To: Jim Mercurio  
Executive Vice President & General Manager

From: Emily Eskin  
Head of Public Events

Subject: Authorization for Travel to Multiple Events

Forty Niners Stadium Management Company LLC (Stadium Manager) requests approval from the Santa Clara Stadium Authority (SCSA) for a representative from Ticketing and Public Events to attend the Event and Arena Marketing Conference, with respect to lead generation for Non-NFL public events. Our goal is to use this opportunity to support the Stadium Manager's efforts in cultivating relationships within the live entertainment industry. These efforts have proven to be pivotal in enhancing public event revenue for FY22/23 and beyond.

The conference is scheduled from June 15-18, 2022, and will take place at the Hyatt Regency in Minneapolis, Minnesota. The conference website can be found at <https://www.eventarenamarketing.com/>

This Conference is dedicated to the talented professionals that cross the scope of the live entertainment industry. Attendees represent marketing, publicity, promotions, group sales, live touring shows, arenas and industry vendors from throughout North America. Networking, educating and sharing trends and ideas across these disciplines through various industry leaders is a critical aspect of not only the Event & Arena Marketing Conference, but the success of the live entertainment industry.

Stadium Manager will use this Conference as a key networking opportunity. In addition, Stadium Manager will also use this opportunity to stay educated on the trends and best practices of the industry as a whole.

**We are requesting authorization to incur charges up to \$4,800 in order to cover registration fees, travel expenses and potential client entertainment for one Stadium**

**Manager employee.** Listed below is the line item in the non-NFL Public Event budget where each of these items would fall.

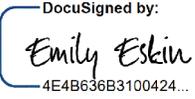
Dues and Subscriptions/Registration Fees: \$800.00  
Attending Conferences, Events, Client and Prospect Meetings: \$2,000.00  
Networking and Entertainment: \$2,000.00  
**Total: \$4,800.00**

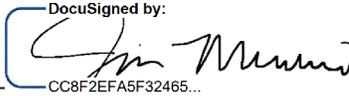
Stadium Manager also requests SCSA approval to travel to Los Angeles from May 28 - 20, 2022 in order to attend Grupo Firme at SoFi Stadium. The Stadium Manager has successfully secured this band to play at Levi's Stadium on Saturday, July 2, 2022. As this booking taps into a genre of music that is unlike any concert that has been previously hosted, this advance trip allows the Stadium Manager to appropriately prepare for the upcoming July event. This trip will also be used to cultivate the current relationship with the bands manager, promoter and agent.

**We are requesting authorization to incur charges up to \$2,900 in order to cover travel expenses and potential client entertainment for two Stadium Manager employees.**

Listed below is the line item in the non-NFL Public Event budget where each of these items would fall.

Attending Conferences, Events, Client and Prospect Meetings: \$2,400.00  
Networking and Entertainment: \$500.00  
**Total: \$2,900.00**

Submitted By:  \_\_\_\_\_ Date: 4/4/2022  
Emily Eskin, Head of Public Events

Approved By:  \_\_\_\_\_ Date: 4/4/2022  
Jim Mercurio, Executive Vice President & General Manager

# Business Expense Reimbursement Policy

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## Overview

The following provides an update on our business expense processes and reimbursement policies for business travel and other expenses.

The Business Expense Reimbursement Policy provides guidelines to reimburse staff for reasonable and necessary business expenses. All expense reports must be submitted through Concur. Please be timely in submitting your reimbursement request; reimbursements should be submitted within 60 days.

As a *general guideline*, an expense must meet the following criteria to qualify for reimbursement. The expense should be:

1. Necessary for the employee to perform their job and documented as such, *and*
2. Reasonable in cost – as always, common sense prevails

To streamline the process, employees will now book all airfare exclusively through Concur Travel. To assist with travel arrangements, we have added a dedicated travel resource who can assist with needs related to business travel. The travel service can be reached at [Travel@49ers.com](mailto:Travel@49ers.com).

**Employee expense reimbursements will no longer be accepted for air travel booked outside of the Concur Travel system.** This update applies only to air travel and has no impact on hotel, auto, etc. As a reminder, **your supervisor with budget authority must pre-approve airfare and hotel reservations.**

Additionally, the importance of documenting a clear and concise business purpose for each expense line item cannot be overstated. The business purpose should be stated clearly and should relate directly to the employee's job responsibilities. This is necessary to help accounting determine the appropriate disposition of individual expense reimbursements. Failure to provide sufficient documentation will result in a delay in reimbursement. Below are general guidelines on the information that should be included when submitting expenses for reimbursement:

## Business Purpose

When an expense report is submitted, you must provide a clear and detailed business purpose to support the expense.

Examples:

- Why was the expense incurred?
- What was purchased?
- What type of event does the business purpose relate to?
- When/where was the event?
- Please avoid using acronyms in the business purpose field.

The business purpose must be entered for each expense line on your Concur report. If there is not enough room, please continue your explanation in the Comments field. Incomplete information will delay reimbursement.

## Travel Expenses

The Concur tool helps make managing business travel less time consuming. Concur will also help employees stay in compliance with the travel expense policies. As noted above, it is important for you to state a clear business purpose for all reimbursement requests.

**Mileage:** Mileage reimbursement is based on the maximum IRS standard mileage rate (56 cents per mile as of January 1, 2021) for use of a personal vehicle to travel from your normal place of work to another location for work (e.g., the airport for business travel). Current mileage rates can be found at <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

- As a reminder, mileage from home to Levi's Stadium (i.e., normal commute) is not reimbursable per IRS guidelines. Mileage to and from a temporary place of work (meeting or conference) is reimbursable, less the mileage of the employee's normal commute.

**Airfare, Hotel, Rental Cars:** As noted above, airfare accommodations can only be booked through Concur via our travel partner, Direct Travel ([Travel@49ers.com](mailto:Travel@49ers.com)). Please work with Direct Travel or the individual in your department responsible for booking travel for assistance.

**Airfare:** Ensure that your Concur Profile is up to date with your legal name, address, DOB, and Travel Preference section filled out. Business purpose should be stated clearly as mentioned above. Some guidelines when booking airfare:

- The lowest coach/economy airfare with major carriers that works for the employee's travel schedule should be booked.
- Business Class and First-Class flights are not permitted. The only exception is if such travel is pre-approved by the President before purchase.
- Have flights booked as far in advance as possible to get reasonable fares.
- Any airfare of \$500 or more requires pre-approval by your supervisor with budget authority.
- Avoid booking flights and hotels based primarily on frequent flyer accounts if the cost is not reasonably close to comparable alternatives. Fees for airport clubs or frequent flyer programs are not reimbursable.
- Submit receipts for baggage fees, Wi-Fi, meals, etc.

**Note:** Airfare booked through Concur & Direct Travel will be paid by the Company directly. **The employee will not need to submit an expense report for airfare.**

**Hotel:** If needed, email [Travel@49ers.com](mailto:Travel@49ers.com) for booking assistance. The itemized hotel folio must be submitted; a hotel confirmation or other receipt showing payment is **not** considered to be sufficient documentation for reimbursement by the IRS.

- Hotel stays must be pre-approved by the budget manager. While high hotel costs are occasionally unavoidable (e.g., NFL-mandated meetings in NYC), as a general guideline, hotel stays for business travel should not exceed \$250 per night (plus taxes & fees). Attach supervisor email approval when submitting your expense report.
- Hotel stays can be booked via Concur. Unlike Concur's partnership with airlines through which the Company can pay airfare directly, hotels cannot be paid through Concur. Employees will pay for their own hotel stay and submit an expense report for reimbursement.
- Hotel stays for a conference in the Bay Area are generally not reimbursable.

- Other hotel expenses:
  - Parking – please self-park rather than valet whenever self-parking is available.
  - Room service – see *Meal Reimbursement* policy below.
  - Phone calls - reasonable phone charges are reimbursable if the employee has not been issued a company phone. Avoid excessive hotel long-distance charges.

**Airport Transportation:** In general, the mode of transportation used should be the most economical one suitable for the purpose of the trip.

- Mileage and economy parking will be reimbursed if parking at a Bay Area airport for business travel.
- Please use a shuttle, ride sharing service, or BART if the round-trip cost is less than economy parking at the airport.

**Rental Cars:**

- In general, the mode of transportation used should be the most economical one suitable for the purpose of the trip.
- When renting a car, employees should use the 49ers rental company accounts through Concur, unless these options are not available.
- As a general guideline, rentals should be mid-sized or full-sized cars. Please use your judgment and consider Lyft and Uber as alternative options.
- Employees booking rental cars through Concur can have the rental direct billed to the 49ers if using Hertz or Avis.
- If not booked through Concur, the employee will be responsible for the charges and will need to submit an expense report for reimbursement.
- Do not accept any insurance on rental vehicles – these charges will not be reimbursed.
- Please fill the vehicle with gas prior to returning it to avoid excessive “fill-up” charges added to the rental.
- Please reserve rental cars well in advance due to the high demand and lack of supply in the current market.

**Meal Reimbursement:**

- The employee in attendance who has the highest level of authority in a group should always pay for the expense (e.g., if a VP and a Director are at a business meal, the VP should pay).
- Staff meals are reimbursable up to a maximum of \$76 per full day (\$18 maximum for breakfast, \$22 maximum for lunch and \$36 maximum for dinner).
- Itemized receipts are required for reimbursement. Missing receipts will result in reimbursement delay.
- Overages for meals in certain high-cost cities will be reviewed on a case-by-case basis.
- Employees should note the business purpose of the meal, including the name/company of the person(s) in attendance, and submit the itemized receipt.

## **Business Entertainment**

Business meals include reasonable amounts spent on food and other refreshments purchased in surroundings conducive to and including a business discussion with existing or prospective customers.

Entertainment expenses are reimbursable only if the entertainment will directly benefit Forty Niners Stadium Management Company or one of its clients (e.g. SCSA, StadCo, etc.), or if it directly precedes or follows a substantial and bona fide business discussion for the purposes of obtaining income or another business benefit.

Business entertainment expenses include, but are not limited to, such items as the cost of meals and beverages, and the cost of transportation directly related to the above.

If the employee is dining with others for business purposes, the meal and related expenses incurred are "entertainment," not "meals."

- "Entertainment" expenses require additional explanation on the expense reimbursement report.
- The expense report will include date, names of individuals, titles, and companies, as well as the business purpose (for example: "Lunch with SBL Customer prospect". This will allow Accounting to charge the expense to the correct client.
- The most senior employee present should pay all business entertainment expenses.

Employees should always use their judgment and common sense when charging business meals and entertainment expenses.

## **Personal Travel Expenses**

- As a reminder, airfare along with other personal travel expenses should not be booked on Concur or requested as a payroll deduction (AR1). Any such personal expenses (flights, hotel, meals, incidentals, etc.) should be paid directly by the employee (e.g., personal expenses incurred during hotel stay should be paid to hotel by employee via personal credit card). The only exception to the above is if personal expenses are pre-approved for payroll deduction via email by President AND the employee's VP level manager. Personal expenses can also be pre-approved for payroll deduction by President AND ownership.

## **Team Outings/Offsite Events**

- Team outings should be pre-approved by the budget manager and department VP prior to booking hotel and airfare.
- Expenses for the outing/event should follow the guidelines set above regarding hotel, airfare, meals, etc.

## **Employee Gifting**

- Recognition for employees in the form of company gifts is administered through our Human Resources (HR) department. Expenses submitted for any “company” gifts that are not part of an HR initiative cannot be reimbursed. This includes gifts given in recognition of personal events or achievements unrelated to work (e.g., birthdays, weddings, baby showers) or in recognition of holidays (e.g., holiday gifts for employees are coordinated through HR).
- Please avoid using gift cards as incentives or employee gifts for work-related achievement. Gift cards and other non-cash gifts should be viewed as income and are taxable to the employee, even though they are not “cash.”

## **Office Equipment, FF&E**

- Purchases of furniture, fixtures and equipment should be coordinated through your department VP and facilities (Bill Howell for SAP Performance Center or Stadium Operations for stadium purchases) and/or IT (computers and handheld devices).

Thank you for your assistance and cooperation. Please contact Esther Chi, Vice President, Controller or Chris Steele, Director, Accounting if you have any questions regarding the policy.



## Agenda Report

22-510

Agenda Date: 4/19/2022

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

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

#### BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

#### BACKGROUND

Through the Stadium Management Agreement, the Forty Niners Stadium Management Company (Stadium Manager) manages and operates Levi's Stadium on behalf of the Stadium Authority for Non-National Football League (Non-NFL) events, like concerts, sporting events, and non-ticketed events. On behalf of the Stadium Authority, the Stadium Manager is responsible for the marketing and booking of Non-NFL events among other duties at Levi's Stadium.

The Stadium Manager is required to develop an annual Marketing Plan to outline the Stadium Manager's plans to develop, implement, and monitor marketing, booking, advertising and promotion of Non-NFL Events for Levi's Stadium. The Marketing Plan needs to be mutually agreed upon by the Stadium Manager and the Stadium Authority. On March 15, 2022, the Stadium Authority Board noted and filed the 2022 Marketing Plan.

Separately, on September 17, 2019, the Stadium Authority Board approved the introduction of Ordinance No. 2005, which rescinded the Executive Director's delegated purchasing authority and requires all contracts or agreements to acquire supplies, materials, equipment and services to require Board approval by amending Chapter 17.30 of the Santa Clara City Code. On October 8, 2019, the Board adopted Ordinance No. 2005, which became effective on November 8, 2019. As a result of the Board's revocation of the Executive Director's authority to procure good and services on behalf of the Stadium Authority as of November 8, 2019, the Stadium Manager must now seek approval from the Board and demonstrate that the Stadium Manager has properly and legally procured goods and services before contracts may be executed.

The Stadium Manager is requesting approval for the following Non-NFL event marketing activities:

- June 15-18, 2022 Event and Arena Marketing Conference in Minneapolis, MN: Authorization to incur charges up to \$4,800 to cover registration fees (\$800), travel expenses (\$2,000), and potential client entertainment (\$2,000) for one Stadium Manager employee; and
- May 28-30, 2022 travel for the May 28-29 Grupo Firme concerts at SoFi Stadium in Inglewood, CA: Authorization to incur charges up to \$2,900 to cover travel expenses (\$2,400) and potential client entertainment (\$500) for two Stadium Manager employees.

If approved, the cost for this activity will be charged to the FY 2022/23 Non-NFL Marketing budget for Ticketed Event) Dues and Subscriptions/Registration Fees, Networking and Entertainment, and Attending Conferences, Events, Client/Prospect Meetings line items.

### **DISCUSSION**

Staff reviewed the Stadium Manager's email request (attached to corresponding report #22-509) against the 2022 Marketing Plan. The requested marketing activity aligns with one of the key initiatives ("Continued proactive outreach, networking, and relationship building") that are identified. In the 2022 Marketing Plan, the Stadium Manager states that it plans to continue being proactive with networking and relationship building with key players in the live entertainment industry, which includes repeat visits and touch points to promoters. It also plans to maintain top of mind and relevant within the industry and decision makers by booking in person meetings with executives and attending conferences for networking opportunities. The Stadium Manager notes that it will strive to be proactive in looking for new marquee events and revenue generating opportunities to bring to the City of Santa Clara.

The travel and expense costs related to the requests will follow the Stadium Manager's Business Expense Reimbursement Policy. As part of a previous request to incur charges for marketing-related conferences and meetings, the Stadium Manager explained that alcohol consumption is a part of the business marketing that they utilize to pursue Non-NFL events. While the use of public funds for alcohol consumption is generally not permitted by public agencies, the legislative body of the public agency can authorize this business expense. Therefore, there is an appropriate Board recommendation transmitted in this report to authorize the use of public funds to cover alcohol consumption for the request to approve potential client entertainment submitted by the Stadium Manager. Further, the Stadium Authority should be covered for the risk or liability arising from auto accidents or other such losses occurring at any of these marketing events (including liability arising from consumption of alcohol) pursuant to the Indemnification Clause in Article 12 of the Management Agreement.

Based on this review, staff recommends approval of the request to incur charges for registration fees, travel expenses, and potential client entertainment, including alcohol, for the described conference. The Stadium Authority will require full supporting documentation before respectively releasing public funds upon procurement of registration fees, travel expenses, and client entertainment. This requirement is consistent with the Stadium Authority Board's March 27, 2019 direction to staff to stop payment of any additional invoices for services unless there is substantial documentation of services rendered which must also be in compliance with State law and City Code.

### **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(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment or pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

### **FISCAL IMPACT**

The Stadium Authority FY 2022/23 Non-NFL Marketing budget contains \$55,000 for Ticketed Events.

There are sufficient funds to cover the Stadium Manager's request to incur up to \$7,700 for the conference and concerts.

**COORDINATION**

This report has been coordinated with the Stadium Authority Counsel and Stadium 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).

**RECOMMENDATION**

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

Reviewed by: Christine Jung, Assistant to the Executive Director

Approved by: Office of the City Manager



Agenda Report

22-302

Agenda Date: 4/19/2022

**REPORT TO COUNCIL**

**SUBJECT**

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

**COUNCIL PILLAR**

Enhance Community Sports, Recreational and Arts Assets

**BACKGROUND**

In July 2014, the City Council adopted Ordinance No.1928 which added Chapter 17.35 “Park and Recreational Land” to the Santa Clara City Code (Code) that requires new residential developments to provide developed park and recreational land and/or pay a fee in-lieu of dedication (“In-Lieu Fees”) pursuant to the Quimby Act (“Quimby”) and/or the Mitigation Fee Act (“MFA”). The Code requires that land values be used in the calculation of the In-Lieu Fees. The City completes its annual land valuation study in accordance with City Code Section 17.35.040 and Supplemental Instructions approved by Council June 7, 2016. The appraisal reports have a valuation date of December 31 (full calendar year January 1 to December 31) and include the average value of an acre of land for each of the three residential ZIP Code areas of the City (95050, 95051, and 95054). The land valuation report is posted on the City website for a two-week public comment period and persons interested in this subject are notified. The purpose of this memorandum is to share the findings of the land valuation report and recommend corresponding updates to the Parkland In-Lieu Fee Schedule for FY2022/23.

**DISCUSSION**

In March 2022, the City of Santa Clara completed its annual land valuation study by Frank Schmidt & Associates with a valuation date of December 31, 2021 (Attachment 1). Table 1 below provides the 2021 valuation for the City’s three residential zip code areas along with prior years’ values for comparison.

<b>Table 1 Average Land Value per Acre</b>						
<b>Area</b>	<b>12-31-2021</b>	<b>12-31-2020</b>	<b>% Diff</b>	<b>12-31-2019</b>	<b>12-31-2017</b>	<b>12-31-2016</b>
<b>95050</b>	<b>\$5,715,000</b>	<b>\$4,720,000</b>	<b>21.0%</b>	<b>\$4,385,000</b>	<b>\$3,738,000</b>	<b>\$3,315,000</b>
<b>95051</b>	<b>\$6,000,000</b>	<b>\$5,120,000</b>	<b>17.2%</b>	<b>\$4,630,000</b>	<b>\$3,993,000</b>	<b>\$3,583,000</b>
<b>95054</b>	<b>\$5,495,000</b>	<b>\$4,830,000</b>	<b>13.8%</b>	<b>\$4,495,000</b>	<b>\$4,035,000</b>	<b>\$3,669,000</b>
Note: Land valuation portion of In-lieu Fees were not raised in 2018 and 2019.						

**Proposed Fees**

This report proposes to establish the average per-acre land values (Attachment 2) in order to set the Parkland In-Lieu Fee Schedule for FY2022/23. The proposed Parkland In-Lieu Fees have been incorporated into the Municipal Fee Schedule and will be considered during the Public Hearing for the approval of the Municipal Fee Schedule, RTC-22-99. The proposed fees are in conformance with Council Resolution No.19-8769 (Attachment 3) adopted on October 29, 2019 which directed staff to “phase in the park improvement cost increase of \$2,664 (from \$807 to 3,471) per capita over a four-year period increasing 25% (\$666) per year and continue to adjust the land valuation (increase/decrease) fee component each year based on the annual land appraisal at 100% cost recovery.” The Council, at the time, also directed staff to evaluate the effects of the policy and the potential use of a cost escalation factor.

The prior Council policy of using the 2017 land valuation data for a two-year period and the “phase in” of the 2018 park improvement values resulted in an estimated net loss/reduction of Park In-Lieu Fees in the amount of approximately \$4,583,000, based on actual projects. It is important to note that while the increase in park improvement value was phased in over a four-year period, construction costs continued to increase an additional 21.1% (22.3% compounded) over the same four-year period (2018-2021) based on the State of California, Department of General Services Construction Cost Index reported by the Real Estate Services Division. Council had asked staff to review the use of a cost escalation factor and its potential effect on the park construction value used by the City in the calculation of the park in lieu fees. Had a cost escalation factor been implemented, the park improvement/construction value now used would be \$4,246 per capita in today’s dollars, or an additional \$775.49 per capita. Staff is not recommending implementation of a cost escalation factor at this time, but simply providing the information as a point of reference for Council policy consideration. Staff will revisit the issue annually.

	2018	2019	2020	2021
	+1.3%	+3.6%	+2.8%	+13.4%
\$3,471	\$3,516	\$3,643	\$3745	\$4,246

The proposed In-Lieu Fees are calculated based on the 2021 average cost of land (\$5.715 million per acre in 95050, \$6.000 million per acre in 95051, and \$5.495 million per acre in 95054), and 100% of the 2018 per capita cost for park construction/ improvements (\$3,471). If adopted, the In-Lieu Fees would increase between 15.4% and 21.6% depending upon the area of Santa Clara, the housing type (single family/multifamily), and whether the residential project is subject to Quimby or MFA. Table 3 below provides a comparison of the current and proposed fees.

**Table 3 Proposed In-Lieu Fees**

Housing		Quimby			MFA		
Area	Type	Current	Proposed	% Diff.	Current	Proposed	% Diff.
95050	SF	\$51,567	\$62,664	21.5%	\$45,828	\$55,716	21.6%
	MULTI	\$41,530	\$50,468		\$36,908	\$44,872	
95051	SF	\$55,214	\$65,263	18.2%	\$48,989	\$57,968	18.3%
	MULTI	\$44,468	\$52,561		\$39,454	\$46,686	
95054	SF	\$52,570	\$60,658	15.4%	\$46,697	\$53,977	15.6%
	MULTI	\$42,338	\$48,852		\$37,609	\$43,472	

### **Developer/Appraiser Comments**

The Annual Land Valuation appraisal report was posted on the City website for the ten-day review period (April 4, 2022 to April 14, 2022). Members of the public and development community were invited to review and comment.

### **Fee Implementation**

In conformance with State law, the proposed City of Santa Clara 2022/23 Municipal Fee Schedule Resolution, attached to RTC 22-99, provides the required findings and implementation dates of fees for projects subject to Quimby (immediately after adoption of the Parkland In-Lieu Fee Resolution), and projects subject to MFA (no sooner than 60 days after adoption of the Parkland In-Lieu Fee Resolution).

Based on a public hearing date of April 19, 2022 and Council policy direction to implement fees no sooner than the new Fiscal Year on July 1, 2022, the Quimby In-Lieu Fees would apply to new residential housing projects with applications deemed complete on or after July 1, 2022; and, the MFA In-Lieu Fees would apply to new residential projects with applications deemed complete on or after July 1, 2022. For applications deemed complete prior to July 1, 2022, the existing In-Lieu Fees adopted in Resolution No. 21-8970 (Attachment 4) will apply.

### **Summary**

On April 1, 2022, the City of Santa Clara completed its 2021 annual land valuation report with a valuation date of December 31, 2021. The prior land valuation report for 2020 had a valuation date of December 31, 2020. This report follows the established Council approved process and simply updates the land values used in the Parkland In-Lieu Fee calculations to reflect changes in the market. The use of older/lower land values results in City cost recovery of less than 100%, and a financial subsidy for new housing development, and creates a significant challenge for the acquisition and development of new public parkland and recreational amenities. Since several approved Specific Plans such as Lawrence Station, Tasman East, and Patrick Henry Drive, all require less public parkland dedication than the existing City park standards of 2.6 to 3.0 acres per 1,000 residents, setting In-Lieu Fees at 100% cost recovery is essential for mitigating the impact of new residential housing on the City's existing park system and for providing adequate public parkland at the existing standards as a matter of park access and equity. If not, adequate public parkland will not be present within the highest density neighborhoods within the City. Neighborhood and community parks are essential to the quality of life in Santa Clara.

### **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 actual amount of Parkland In-Lieu Fee revenue collected will vary based on the project application type (Quimby/MFA), the area of the City (Zip codes 95050, 95051, 95054), the density of housing units (multifamily versus single family), the amount of public parkland dedicated, and the amount of financial credit developers receive for eligible on-site private open space and recreation amenities (which can reduce remaining fees due by 50%-65%). Since the exact number and type of new housing units to be built in any particular year is unknown, and the amount of parkland to be dedicated by a particular residential developer is also unknown, the exact amount of In-Lieu Fee revenues cannot be projected at this time.

However, when the In Lieu Fee Policy is set at 100% cost recovery, the In-Lieu Fee program will recover 100% of the costs necessary to provide new residents with developed public parkland and recreational amenities at the same level of service as provided to existing residents. If fees are set at less than 100% cost recovery, additional funds from the General Fund or other sources of capital will be needed to fill the funding gap, or the level of service will decline. Over time, the City will need to identify other funding sources for acquisition and development of new parkland in order to maintain current park system standards of 2.6 to 3.0 acres per 1,000 residents of adequately developed parkland and sufficient recreational facilities. Without sufficient parkland and facilities, there is increased demand on existing, older facilities which causes additional wear, earlier/more frequent repair/renewal, and higher maintenance and capital replacement costs.

### **COORDINATION**

This agreement has been coordinated with the Community Development Department, 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) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

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

Prepared by: James Teixeira, Director of Parks & Recreation

Approved by: Office of the City Manager

### **ATTACHMENTS**

1. Land Valuation Appraisal Report dated December 31, 2021
2. Resolution - Average Per-Acre Land Values
3. Resolution No. 19-8769
4. Resolution No. 21-8970

# **ANNUAL LAND VALUATION APPRAISAL REPORT**

## **VALUATION OF**

The Average per Acre Land Value of High-Density Residential, Medium-Density Residential,  
Low-Density Residential, Very Low-Density Residential, Commercial, & Industrial Properties

Located in Three Zip Codes (95050, 95051, and 95054)

City of Santa Clara, California

Santa Clara County

## **PREPARED FOR**

Mr. James Teixeira, Director of Parks and Recreation

City of Santa Clara

1500 Warburton Avenue

Santa Clara, CA 95050

## **PREPARED BY**

Frank E. Schmidt, MAI, SRA

***Frank Schmidt & Associates***

## **EFFECTIVE DATE OF VALUE OPINION**

December 31, 2021

April 1, 2022

Mr. James Teixeira, Director of Parks and Recreation  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

Re: Annual Land Valuation Appraisal Report  
Average Value of Three Hypothetical 1-Acre Lots,  
One for Each Zip Code Comprising 95050, 95051, and 95054  
Santa Clara, California, U.S.A.

Dear Mr. Teixeira:

Pursuant to your request, I have completed the annual land valuation appraisal to aid the City of Santa Clara in establishing park impact fees. Following this letter of transmittal is my appraisal and analysis opining the value of a hypothetical 1-acre lot in each of the City's three zip codes.

In June 2016 the City of Santa Clara City Council approved Supplemental Instructions for the Appraisal of the Fair Market Value of land used in the Parkland Dedication In-Lieu Fee. These supplemental instructions and guidelines for the Appraisal are displayed in the Addenda. One of the supplemental instructions was that the valuation date occurs each year on December 31. Since the date of my opinion of value, December 31, 2021 precedes the date I wrote and transmitted this appraisal by about 3 months, this is considered a retrospective appraisal as defined by the Uniform Standards of Professional Appraisal Practice. Since this is a retrospective value, it is important to note that I only considered data that was available and/or public as of the date of value. The exception to this was the 2021 land area data provided by Old Republic Title Company which was not available until March 2022, and some brokerage reports published in January 2022, but containing 2021 data.

I have appraised the subject of this appraisal numerous times since 2014, and most recently with a date of opinion of December 31, 2021. Based on land area, in 2020 about 43% of all the transactions sold in the preceding 12 months were categorized as industrial and commercial, and the other 57% were categorized as residential. In 2021, approximately 42% of all transactions sold in the preceding 12 months were industrial and commercial, while 58% were categorized as residential. Because residential unit values are greater than commercial and industrial, this resulted in higher concluded values for each zip code in 2021 compared to 2020.

To complete this appraisal, I conducted an investigation, gathered data, and made the analyses necessary to enable me to fulfill the purpose of this assignment, which was to estimate the fair market value of a hypothetical 1-acre lot comprising components of high-density residential, medium-density residential, low-density residential, very low-density residential, commercial, and industrial, to form and report the average value per acre of land in the three existing Zip Codes in the City of Santa Clara consisting of 95050, 95051, and 95054. The average value was established using the weighted average of these different property types, based on the percentage of total land area associated with the different property types that sold in the City of Santa Clara in the 12 months prior to the date of value and based on land area data provided by Old Republic Title Company.

I understand that this Appraisal Report is intended for use by the Client, the City of Santa Clara, for assistance in determining park impact fees.

The COVID-19 pandemic had various affects on local real estate markets in 2021. The December 9, 2021 *UCLA Anderson Forecast* states that “Since March 2020, the state of the COVID-19 pandemic has determined the course of the economy nationally and across California. With each successive wave, the economy has grown more resilient to the effects of the virus, but by the end of 2020, it became clear that consumer behavior, not government restrictions, had the greatest effect on economic outcomes.” Further discussion of the COVID-19 effects are presented throughout this report.

### **Hypothetical Conditions, Extraordinary Assumptions, and Contingencies**

**Hypothetical Condition** is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”<sup>1</sup>I supposed the following hypothetical conditions:

- The fair market value was estimated based on different land value components applied to a hypothetical lot. It was a hypothetical condition of this appraisal that the subject lot was a finished lot and rated average in all other physical, locational, and legal aspects.
- Since the hypothetical lot will be comprised of different land value components and it is unlikely the City’s land use ordinances would allow the different property types on the same lot, it was necessary to apply a hypothetical condition that each of the following uses would be permitted on the subject lot: high-density residential, medium-density residential, low and very low-density residential, commercial, and industrial.

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<sup>1</sup>2020-2021 *Uniform Standards of Professional Appraisal Practice* (USA, The Appraisal Foundation, 2020)

**Extraordinary Assumption** is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”<sup>2</sup>

- In this appraisal, land areas provided by Old Republic Title Company were used to estimate the weighted average of all the sale transactions that occurred in the City of Santa Clara in 2021. It was an extraordinary assumption of this appraisal that the land areas provided by Old Republic were accurate.

*The use of these hypothetical conditions and extraordinary assumption might have affected the assignment results.*

There are general assumptions and limiting conditions set forth in this report.

Based on the investigation and analyses undertaken, I formed the opinion that the average value per acre on December 31, 2021, the effective date of opinion, for each zip code was:

Zip Code	2021 Average Value per Acre
95050	\$5,715,000
95051	\$6,000,000
95054	\$5,495,000

Sincerely,



Frank E. Schmidt, MAI, SRA

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<sup>2</sup>2020-2021 Uniform Standards of Professional Appraisal Practice (USA, The Appraisal Foundation, 2020)

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**EXECUTIVE SUMMARY**

**CLIENT** : City of Santa Clara

**LOCATION** : City of Santa Clara, California

**PROPERTY TYPES** : Very Low-Density Residential, Low-Density Residential, Medium-Density Residential, High-Density Residential, Commercial, and Industrial Land

**SITE AREA** : Each Hypothetical Lot is One Acre

**FLOOD HAZARD STATUS** : Zone X; the hypothetical lots are outside any flood zones

**EARTHQUAKE FAULT ZONE** : The hypothetical lots are not located in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act.

**GENERAL PLAN, & HIGHEST AND BEST USE** :

Use of Hypothetical Lot	General Plan	Highest & Best Use
Very Low Density Residential	Very Low Density Residential	Very Low Density Residential
Low Density Residential	Low Density Residential	Low Density Residential
Medium Density Residential	Medium Density Residential	Medium Density Residential
High Density Residential	High Density Residential	High Density Residential
Commercial	Regional Commercial	Hold for Development of a Commercial Building
Industrial	Light Industrial	Light Industrial Building

**EFFECTIVE DATE OF VALUE** : December 31, 2021

**PROPERTY RIGHTS APPRAISED** : Fee Simple Estate

**AVERAGE VALUE CONCLUSIONS** :

Zip Code	2021 Average Value per Acre
95050	\$5,715,000
95051	\$6,000,000
95054	\$5,495,000

**GENERAL ASSUMPTIONS AND LIMITING CONDITIONS**

This appraisal and report were made applying these **general assumptions**:

1. No responsibility was assumed for the legal description or for matters including legal or title considerations. Title to the hypothetical properties was assumed to be good and marketable and free and clear of all liens, encumbrances, easements, and restrictions except those specifically addressed in this report;
3. Responsible ownership and competent property management were assumed;
4. The information furnished by the Client and others was believed to be reliable. However, no warranty is given for its accuracy;
5. All engineering was assumed correct. Plot plans or any other illustrative material in this report were included only to assist the reader in visualizing the property;
6. It was assumed that there are no hidden or unapparent conditions in the hypothetical properties that render them more or less marketable or valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them;
7. Unless otherwise stated in this report, the existence of hazardous material, toxic waste, and/or other environmental impairments which may or may not be present on or in the hypothetical properties, was not investigated by this consultant.

As real estate consultants, we are not qualified to properly investigate this property for any discharge, spillage, uncontrolled loss, seepage, filtration, or storage of hazardous substances which may adversely affect the value of this property. Neither are we qualified to detect the presence of substances such as asbestos, urea-formaldehyde foam insulation, nor other materials that could create an environmental impairment to the subject property or to other property caused by conditions present at the subject property. Our opinion(s) were predicated on the assumption that there is no such material on or in the property that would affect market value. No responsibility was assumed for any such conditions or for any expertise or engineering knowledge required to discover and/or correct them;

8. It was assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the report;
9. It was assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal and reported in the report; and

10. It was assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate or other opinion contained in this report are based;

This report has been made with the following **limiting conditions**:

1. Possession of the report, or a copy thereof, does not carry with it the right of publication or use. It may not be used for any purpose by any person other than the Client(s), for the Intended Use specified in the engagement agreement and/or report;
2. The consultant is not required to give further consultation, testimony, or attend court for matters involving the subject property unless arrangements have been previously made; and
3. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the Consultant, or the firm with which the Consultant is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the Consultant.

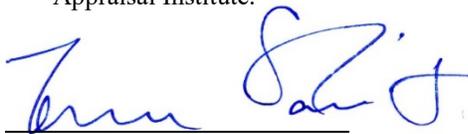
**Reader Note:**

There may be other appropriate and more specific limitations on our opinions or conclusions identified in the cover letter or report as *Hypothetical Conditions, Extraordinary Assumptions, or Contingencies*.

**CERTIFICATION**

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I previously appraised the subject of this report for the same Client on several occasions, most recently in an appraisal report transmitted March 26, 2021 and having a date of value of December 31, 2020.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP).
9. I have not inspected the property that is the subject of this report since the subject lots are hypothetical.
10. Under my direction, Mr. Dennis Moredock verified the comparable data, performed analysis, and wrote the first draft of the appraisal report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I am completing the continuing education program for Designated Members of the Appraisal Institute.



Frank E. Schmidt, MAI, SRA

April 1, 2022

Date

## **SCOPE OF THE ASSIGNMENT**

### **Information Provided to the Appraisers**

The Client provided excerpts from the Parks and Recreation Facilities Fee Study completed by Willdan Financial Services. Old Republic Title Company provided Santa Clara sales statistics of land areas to assist us in estimating the weighted average of all the sale transactions that occurred in the City of Santa Clara in the 12 months preceding the date of value. We were also provided the “Supplemental Instructions for Appraisal” approved by Santa Clara City Council on June 7, 2016, which are displayed in the Addenda. Lastly, in previous appraisals, City Parks provided us the Park Impact Fee Ordinance (No. 1928).

### **Extent of Research into Physical Factors**

We drove several streets throughout Santa Clara over the past several years including various times in 2016, 2017, 2020, and 2021. We note changes that are occurring or have occurred, particularly regarding new development. We gathered data about land use ordinances for each hypothetical lot and the comparables from the websites of the appropriate municipalities.

### **Extent of Research Into Economic Factors**

We gathered, analyzed, and applied macro-economic information gleaned from many sources, including:

- The Wall Street Journal
- 12<sup>th</sup> District Beige Book
- GlobeSt.com
- CoStar News
- The Kiplinger Letter
- CoreLogic

We gathered, analyzed, and applied data about market conditions and other micro-economic information from:

- Websites of Commercial Brokerages
- Commercial and/or residential multiple listing services
- Silicon Valley Business Journal
- San Jose Mercury News
- Discussions with agents active in the subject market

We talked to the buyers, sellers, and agents whose names we discovered on signage in the neighborhood and during comparable verification. We learned about additional market data from these people.

### **Extent of Comparable Data Research**

We used a variety of sources and subscription services to gather comparable data, including:

- Verified Data Files from Other Appraisals
- CoStar Group
- DataTree
- MLSlistings.com
- LoopNet
- Commercial Real Estate Brokerage Websites

### **Verification**

The most appropriate data that we discovered was verified with a party to the transaction. When that was not possible, we discuss and/or state the verification source(s), using public record data, subscription services, MLS, etc. in the Analysis section.

Among the comparables selected we studied copies of the assessor's parcel maps, public record summary, aerial maps, records of survey, and other data such as structural, geological, or environmental reports, subdivision maps, title reports, etc. We also reviewed planning proposals/approvals and permit histories where appropriate.

### **Type and Extent of Analysis Applied**

The data is summarized on spreadsheets displayed in the Analysis sections following. The analysis was comparative, iterative, qualitative, and quantitative.

### **Compliance**

It was the intent of this appraisal to comply with the requirements of:

- The Uniform Standards of Professional Appraisal Practice (USPAP) including the Ethics and Competency Provisions as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

- The Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- The City of Santa Clara’s “Supplemental Instructions for Appraisal”

## **DEFINITIONS**

According to the California Code of Civil Procedure, Section 1263.320 defines **Fair Market Value** as:

“(a) the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.”

Revised federal definitions in the Uniform Act identify the definitions of “market value” and “fair market value” as one and the same. These terms are used interchangeably in this report.

**Weighted Average** means an average resulting from the multiplication of each component by a factor reflecting its importance or contribution.

**Average Value** means a value that is calculated by adding values together and then dividing the total by the number of values.

**Fee Simple Estate** means absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”<sup>3</sup>

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<sup>3</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., (Chicago: Appraisal Institute, 2015)

**REAL PROPERTY, REAL ESTATE, AND PERSONAL PROPERTY APPRAISED**

Real Property is defined as all of the interests, benefits, and rights in the ownership of the physical real estate, that is, the bundle of rights with which the ownership of the real estate is endowed. Real estate is defined as physical land and appurtenances attached to the land.

**Real Property Rights Appraised**

The subject properties are hypothetical unimproved lots and the fee simple estate is appraised.

**Real Estate Appraised**

It is an assumption of this appraisal that the subject's hypothetical finished lot is graded and level, all utilities and services are stubbed to the site, is ready for building improvement, and defined as follows:

- Area** : One acre
- Shape & Frontage** : Shape is rectangular with typical frontage along one street.
- Topography** : Level, at street grade
- Drainage** : Adequate
- Utilities & Services** : The municipality provides water, electrical, and sewer service. A private contractor provides garbage service. Local utility companies provide telephone and cable. All utilities are piped and wired onto the hypothetical lot.
- Easements** : Typical public utility easements along frontage presumed.
- Soil Conditions** : It is a general assumption of this appraisal that the hypothetical site is suitable for any legally permissible and physically possible use.
- Environmental Impairment Issues** : It is a general assumption of this appraisal that there are no environmental issues that affect the market value of the hypothetical lots.

- Off-Site Improvements** : Street is fully improved and maintained by the City; it is asphalt paved with streetlights, curbs, gutters, and sidewalks.
- Street Access** : Rates average in comparison to competing properties.
- Exposure/Visibility** : Rates average in comparison to competing properties for each hypothetical use.
- Flood Hazard Status** : Hypothetical lot is presumed to be within Zone X, which denotes areas of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.
- Earthquake Fault Zone** : The hypothetical lot is not located in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act.
- Improvements** : None

**Personal Property Appraised**

We did not appraise any personal property.

**PREVIOUS APPRAISALS**

The author previously appraised the subject(s) of this report for the City of Santa Clara on several occasions, most recently in an Appraisal Report transmitted March 21, 2021 with an effective date of opinion of December 31, 2020. The next most recent appraisal of the subject was transmitted June 11, 2020 with an effective date of opinion of December 31, 2019. The intended use of all appraisals was the same: to assist the City in determining park impact fees.

**REGION & CITY DESCRIPTION**

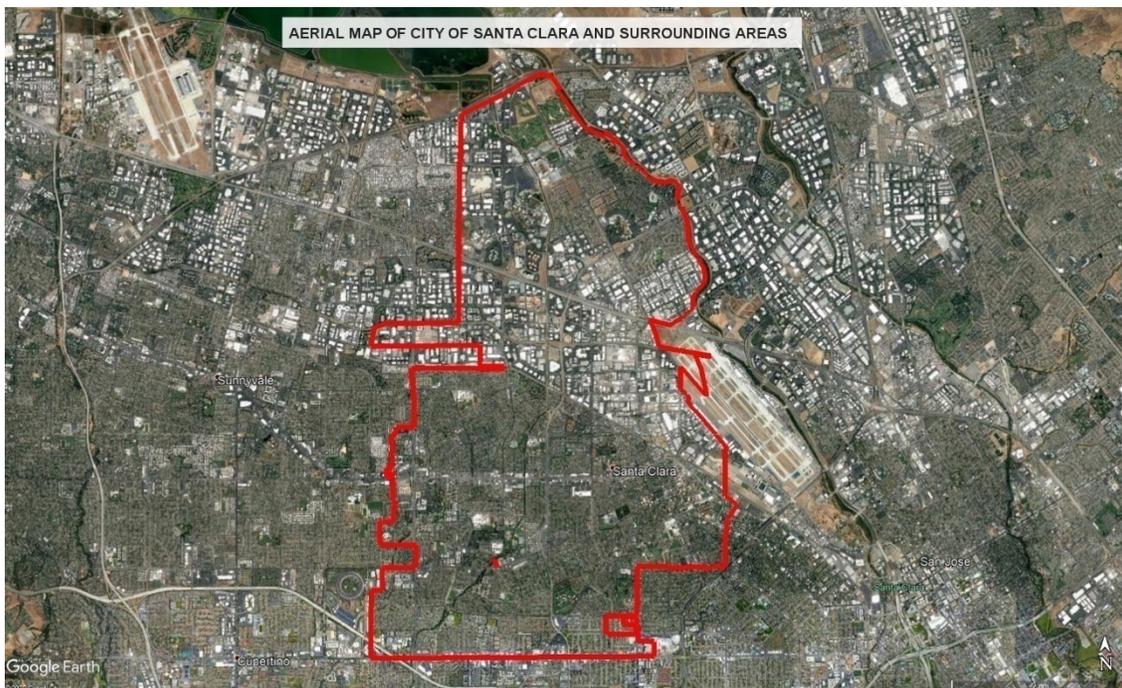
The County of Santa Clara is located at the southern end of San Francisco Bay. It encompasses about 1,304 square miles of land with 15 incorporated cities and towns. According to California Department of Finance (CDF), on July 1, 2021, the county had a population of 1,974,827, an increase of 0.06 percent from the July 2020 estimate. Over the past several years, Santa Clara County had been experiencing strong employment conditions. Prior to the COVID-19 pandemic,

unemployment was at historical lows and essentially reflected full employment conditions. According to statistics published by the State of California Employment Development Department (EDD), the Santa Clara County unemployment rate was 4.0% in December 2021, based on a labor force of 1,042,900. This is an increase from the March 2020 unemployment rate of 3.4%, prior to COVID-19. It is however lower compared with the one-year prior unemployment rate of 5.9%, based on a labor force of 1,040,900 jobs. However, the County's unemployment rate peaked at 11.7% in April 2020 and has gradually declined since.

Santa Clara County, which makes up the bulk of Silicon Valley, is highly dependent on technology employment, including Adobe, Apple, Applied Materials, Cisco, eBay, Flextronics, Google (Alphabet), HP, Intel, Intuitive Surgical, Lockheed Martin Space Systems, Microsoft, Netapp, Oracle, PayPal, and Tesla.

The City of Santa Clara covers about 18.4 square miles and is surrounded by San Jose on the north, east, and south, and is adjacent to Sunnyvale and Cupertino on the west. The City of Santa Clara's population estimate was 130,746 as of January 1, 2021, according to the CDF, about 2.7% higher than 12 months earlier. Employment conditions in Santa Clara followed a similar trend as seen in Santa Clara County. Unemployment, according to the EDD, was reported at a rate of 2.6% in the city of Santa Clara as of February 2022, based on a labor force of 72,900. The unemployment rate has generally followed a downward trend since peaking in April 2020 at 9.5%. Still, the current rate is far above the year ago rate of 5.3 percent in December 2020.

An aerial of the City of Santa Clara (outlined in red) and surrounding areas is shown below:



The two largest employers in the City of Santa Clara are Intel and Applied Materials. Other high-tech companies, such as AMD, Nvidia, Palo Alto Networks, Sun Microsystems, ServiceNow, and Agilent Technologies have headquarters in the City. Other large employers include California's Great America, Avaya Inc., Santa Clara City Hall, EMC Corporation, Macy's, and Santa Clara University. The City of Santa Clara is the supplier for the City's water and electric power, which it claims can save small industries almost 50% on their utility costs.

Levi's Stadium, the home of the San Francisco 49ers, opened over the summer of 2014 in the northern portion of the city, adjacent to Great America Theme Park and the existing 49ers practice facility. The Santa Clara Convention Center is also nearby and offers about 302,000 square feet of meeting space.

The opening of Levi's Stadium spurred an increase in demand for nearby properties. There are several projects under construction throughout the city and several proposals in progress that are anticipated to add thousands of square feet of new retail, office and residential. The largest proposal is from Related California and is named Related Santa Clara. The project is a 240-acre mixed use development located across from the street from Levi's Stadium. It would include 9.16 million gross SF of office, residential units, retail and entertainment facilities, hotel rooms, and surface and structured parking facilities. The first development phase is approved and was slated to open to the public in 2023 but was delayed by the pandemic. The Lake Park office development project is a 4.05 acre project site that has received approvals for a 150,000 SF office development located at 3001 Tasman Drive. The Kylli mixed use development project is currently pending review and is located at 3005 Democracy Way. This project is a 46 acre site that proposes 3,000,000+- SF of commercial office/lab space, 100,000+- SF of neighborhood retail, 1,800+- new multi-family residential, a child care facility, and indoor and outdoor community spaces. The Santa Clara Square development project (The Irvine Company) encompasses approximately 93 acres and includes 1,862,000 SF of office, 178,000 SF of retail, and up to 1,840 units of residential apartment units. This project is at 2600 Augustine Drive. The NVIDIA project is under construction and is located at 2600, 2788 and 2800 San Tomas Expressway. The 35.6 acre site will have 1,950,000 SF of office/research and development (R&D) space within three buildings. The Lawrence Station Project – Kifer Road (Summerhill) is at 3505 Kifer Road and is currently under construction. This 29.4 acre project is part of the Lawrence Station Area Plan. The project is a 988 residential unit, four-story, multi-family development with 39,225 SF of retail/amenity space. Additional development in the City includes several new structures on the Santa Clara University campus and continued residential build-out of the Lawrence Station area.

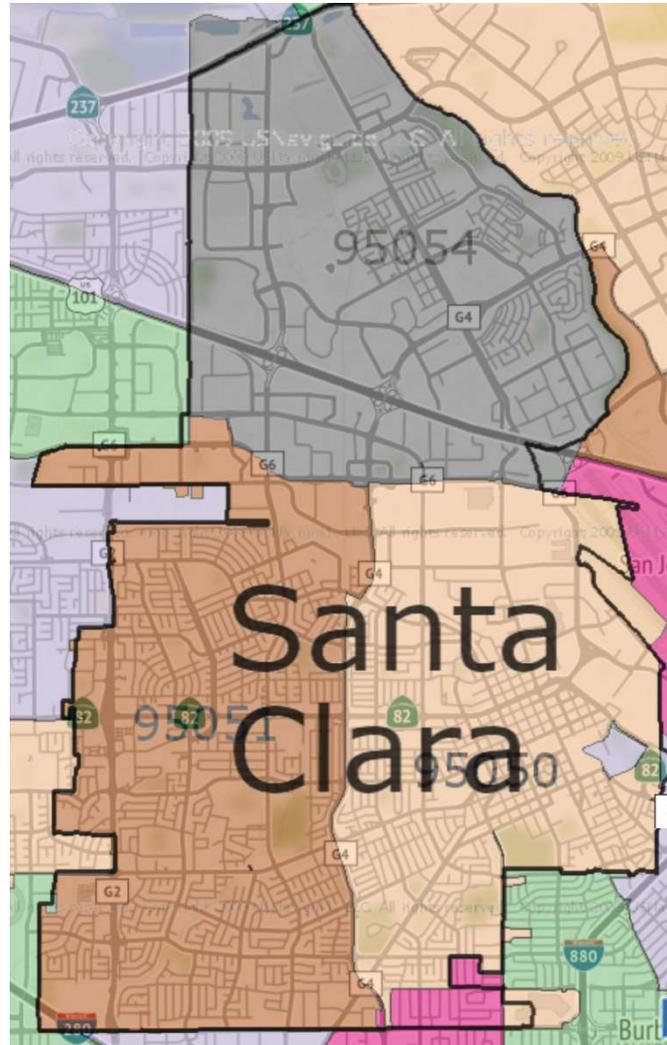
The City's median household income was estimated by the U.S. Census Bureau at \$126,006 in 2019 and the per capita income was about \$53,986. The United States Census Quick Facts for 2015-2019 indicated the following demographics in Santa Clara:

<b>Total Households</b>	44,669
<b>Owner Occupied Housing Unit Rate</b>	42.9%
<b>Average Household Size</b>	2.74
<b>Bachelor's Degree or Higher</b>	59.9%
<b>In Civilian Labor Force</b>	69.2%

The City is home to Santa Clara University, Mission College, a junior college, and Golden State Baptist College. The City is primarily served by Santa Clara Unified School District, which includes 19 schools spanning transitional kindergarten through high school. The southwest corner of the City is served by Cupertino schools.

The City of Santa Clara and Santa Clara County benefit from a number of freeways, arterials, and expressways that provide access to most areas of the region, including three interstate highways, I-280, I-880, and I-680 in addition to several federal and state highways, US-101, CA-85, CA-87, CA-17, and CA-237. Caltrain, Amtrak, and ACE rail transportation, light rail, and VTA bus services provide mass transit for the city, connecting Santa Clara to the greater Bay Area. Located adjacent the City's eastern border is the Norman Y Mineta San Jose International Airport, with service to about 30 destinations.

There are three primary zip codes within the city, which are shown on the following map as the color-coded areas within the black-outlined city limit boundaries. Note that the 95053 zip code applies to Santa Clara University, which is located within the Santa Clara city limits, but was not included as part of this appraisal.



Source: zipmap.net

## **Conclusion**

All locations within Santa Clara are proximate to nearby job centers, retail, housing, and linkages, contributing to the long-term demand for sites within the city.

## **MARKET CONDITIONS**

The December 9, 2021 *UCLA Anderson Forecast* expects encouraging economic news to be forthcoming. “The December Forecast assumes the likelihood of a winter surge in COVID-19 cases and predicts that consumers will temporarily cut back their spending on in-person services. But Anderson Forecast economists expect the impact on the economy to be relatively short term, writing that consumer spending may dip over the next quarter and then rebound quickly.”

“California home prices continue to climb, and a lack of affordability has become increasingly important in both the policy sphere and for forecasting the Golden State’s economic growth.”

“For the current quarter, UCLA Anderson Forecast senior economist Leo Feler, author of the national report, forecasts growth of 6.9%, which would be the highest growth rate for 2021, as the economy rebounds from the wave of cases caused by the delta variant. Feler notes that the omicron variant emerged too late to have much effect on the quarter’s average growth rate.”

“Overall, the national forecast is for continued strong economic growth and labor market recovery, with a lessening of supply constraints and inflation. A more severe COVID-19 wave caused by the omicron variant could temporarily derail the forecast, but it’s still too soon to tell.”

The *Winter 2022 Allen Matkins/UCLA Anderson Forecast California Commercial Real Estate Survey* “was taken as the Delta/Omicron phase of the pandemic was raging and was slowing the return of consumers to the purchase of services, to the office, and to vacation travel.” Multi-family housing has rapidly bounced back from a “falling-rent” hiatus and is also in for a run of new project development. Though the last two Surveys suggested a turn in office and retail market, it has happened sooner than expected.”

Following we present some statistics and comments regarding the market conditions for each land use we are appraising. Land market conditions for each of these uses are not typically tracked by any firms that we are aware of; it has been my experience and historically as reported by market participants that the land market for these uses typically shadow the improved markets, oftentimes leading. We report on the sale, rental, and construction trends of the respective markets, in estimating the appropriate market conditions adjustments used in our following analysis.

### **Regional Economic Conditions**

CoStar Group, Inc. is a multinational provider of information, analytics, and marketing services to the commercial real estate industry. According to a CoStar Group report on economic conditions in the greater San Jose/Silicon Valley market area:

*The coronavirus pandemic abruptly ended what had been the longest economic expansion in U.S. history, and disrupted San Jose’s streak of above-average job growth. California and Bay Area counties including Santa Clara are taking a cautious approach to reopening economic activity, and businesses are suffering from the downturn in commerce.*

According to San Jose think-tank Joint Venture Silicon Valley (JVSV), “Employment is back to pre-pandemic levels, though more concentrated in tech. Silicon Valley gained back most of the jobs lost early on in the pandemic by mid-2021, and the rest in the second half of the year. The recovery is uneven, however, due to rapid growth in the tech sector; for the first time in decades the proportion of lower-skill and lower-wage jobs nudged downward. Most of the tech jobs are concentrated in a handful of companies, with 13 percent at Google and Apple alone.”

“Silicon Valley’s innovation engine is red hot. Despite pandemic-related restrictions, the region’s technology companies broke records, with the aggregate market cap of Silicon Valley and San Francisco’s public companies reaching \$14 trillion (doubling the market low of February 2020). Venture capital reached an all-time high at \$95 billion in 2021, fueled by a record 257 megadeals. These deals brought the region’s count of unicorn and decacorn companies to 230, more than any point in history. There were more IPOs (32) than any year in this century, and companies took advantage of other means to go public including direct listings and special-purpose acquisition company (SPAC) mergers, with the latter driving more M&A activity than in a decade.”

“Commercial development continues at a break-neck pace. The major tech companies such as Meta, Google, NetApp, and Apple have continued to build new space and execute leases for growth and expansion in the region, and Silicon Valley has seen an unprecedented amount of new commercial development gaining planning approvals (21.5 million square feet of new space across 135 sites). Much of the growth is planned for San Jose (62 percent), with large developments in the pipeline in Santa Clara and Sunnyvale as well.”

### **Commercial Market Conditions**

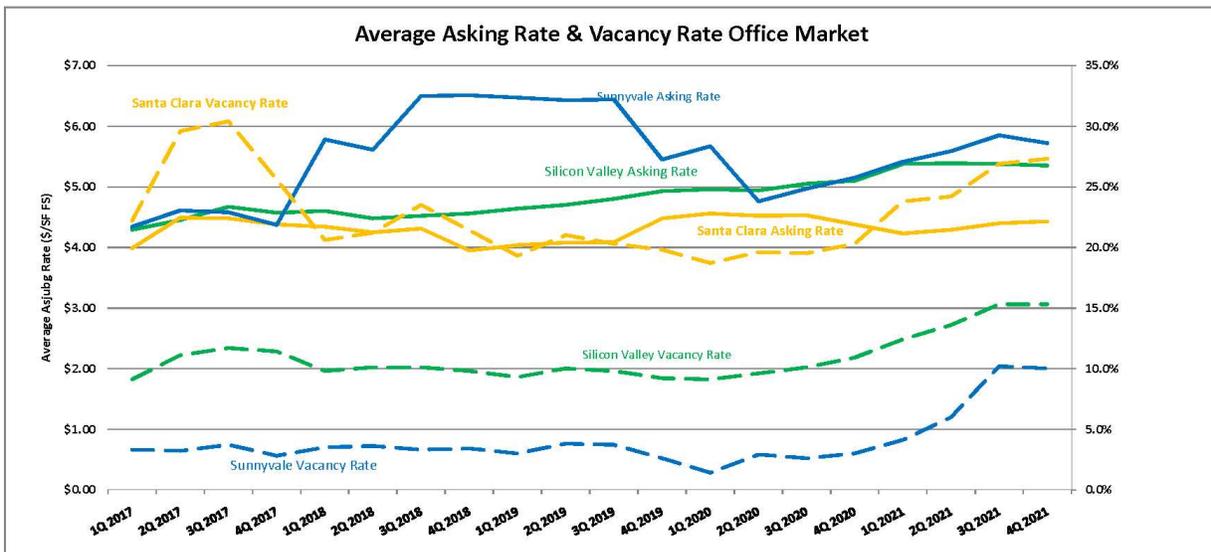
Commercial properties typically include office and retail uses. We discovered that office properties are generally being built in the central business districts and in light industrial locations. Research and development (R&D) properties have historically been a subcategory of industrial. However, R&D can rival office space in terms of finishes and quality and we elected to include a discussion of the R&D submarket as part of the commercial market. Many of the traditional retail corridors in this region, El Camino Real in particular, have land use ordinances that allow for residential mixed-uses.

In this market, real estate brokerages track office and retail statistics by city or submarket; they are not broken out by zip code. Following we present the relevant statistics pertaining to the Santa Clara market and provide comments from market participants regarding the perceived differences in each of the Santa Clara zip codes that the three hypothetical lots being appraised are located.

**Office Market**

The Silicon Valley office market from early 2017 through 4Q-2021 was generally characterized by increasing vacancy rates, positive net absorption, and overall increasing average asking rental rates. The next table displays data from the Cushman & Wakefield’s 4Q-2021 Silicon Valley Marketbeat Office Snapshot and predecessor reports and includes statistics from the Silicon Valley market, the subject’s submarket (Santa Clara), and the adjacent Sunnyvale submarket.

**OFFICE STATISTICS**



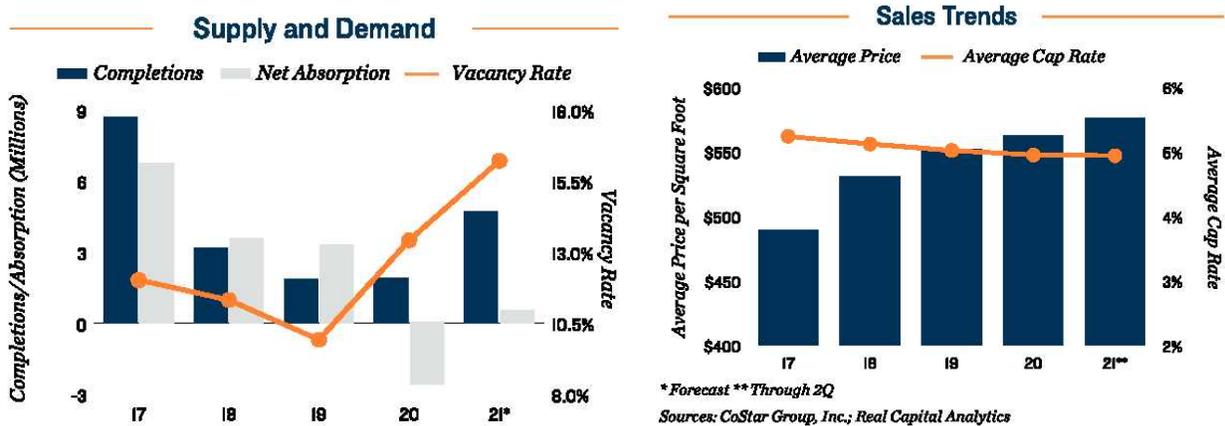
**Source: Cushman & Wakefield Marketbeat Office Snapshot**

The data indicates that the office vacancy rate in Santa Clara generally increased from Q1-2020 through Q4-2021. This elevated vacancy rate is due to several large office buildings having significant vacancy. The Silicon Valley market has been overall more stable with vacancy reported at 15.3% for Q4-2021, up from the 15.2% rate in the third quarter. The region’s availability represents 13.7 million square feet of vacancy in 4Q-2021. Cushman & Wakefield reports that the City of Santa Clara has some of the largest subleases on the market including Citrix (311,000sf). Key 2021 lease transactions in the City of Santa Clara’s include 85,995sf at 3075 Olcott Street in Q2-2021 aided by a 116,103 square foot renewal by Ampere at 4655 Great America in Q3-2021 and a sublease of 31,250 square feet by Quotient at 2755 Augustine Drive in Q3-2021.

The average office asking rent in 4Q-2021 for the City of Santa Clara was \$4.43/SF/Month on a Full Service expense basis, whereby taxes, insurance, maintenance, utilities, and janitorial expenses are bundled into the base rent. This is slightly more than the \$4.38/SF/Month asking rate from one year ago.

Marcus & Millichap’s 4Q-2021 Market Report stated that in the San Jose Metro area, which includes Santa Clara, office vacancy increased 80 basis points in this year’s spring period as local tech companies reevaluated their space requirements. At midyear, vacancy was 15.1 percent. Class A vacancy rose 340 basis points in the last 12 months to 15.4 percent while Class B/C vacancy climbed 460 basis points. Asking rents in the San Jose Metro increased 0.8% year-over-year to \$4.28/SF/Month.

Marcus & Millichap reported the following trends in the San Jose Metro:



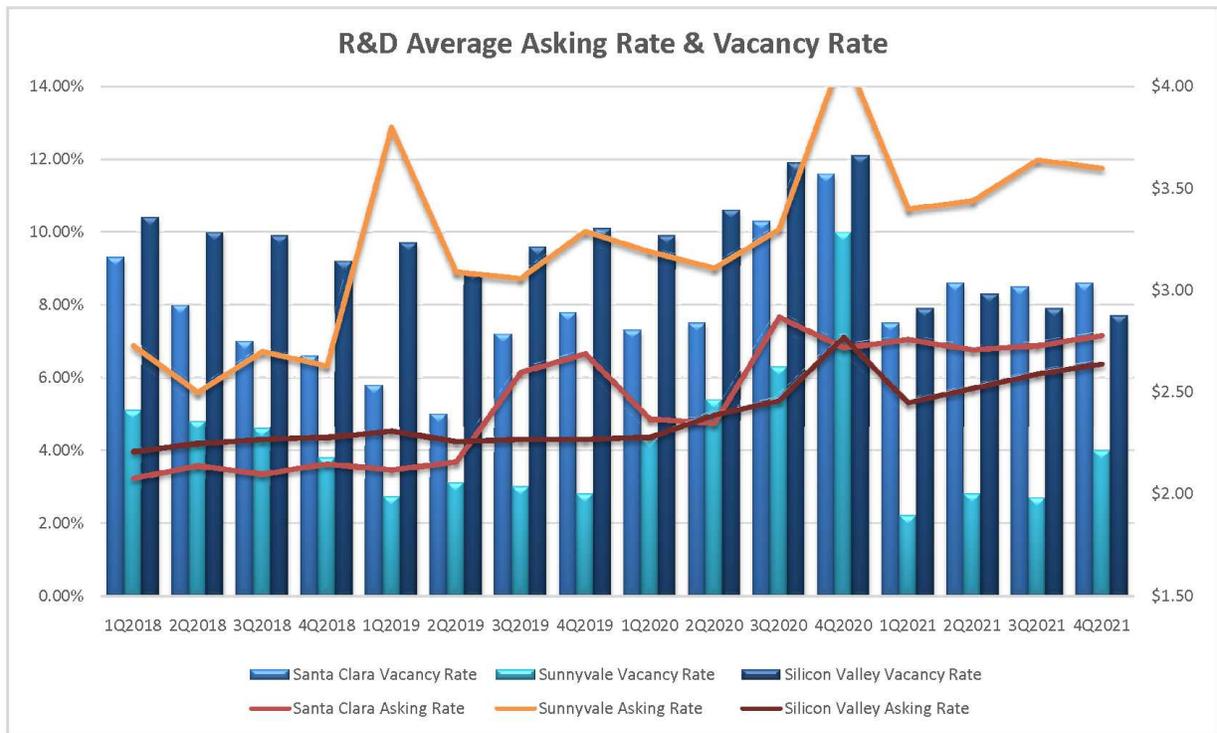
Marcus & Millichap’s report states that “Development surges this year after construction was slowed during the downturn in 2020. Supply is on pace to increase by 3.8 percent in 2021, though most of the new space has preleasing commitments.” Over the past 12 months, developers will have completed 4.7 million square feet of space. “Investors returned to the market after pausing during the height of the downturn. In the third quarter of this year, the new record in office sales was established, including at least five deals valued over \$200 million. Buyers seeking discounted properties will be challenged to find those opportunities. Buyers never lost faith in the long-term health of the San Jose office market. During the 12-month period ending at midyear, the average price of an office property increased 3 percent to \$575 per square foot. Since Google owns a sizable share of the office inventory, particularly in Mountain View, investors have limited options. Few markets had a decrease in the average cap rate during the year-long period ending in June, but the South Bay is an exception. During that time, the average rate dipped 10 basis points to 4.9 percent. Little pressure on first-year returns are expected until more clarity on office reoccupation is available.”

There are several office developments under construction in Silicon Valley and Santa Clara. Notable developments previously discussed in the City of Santa Clara include: Related California, Lake Park, Kylli, Santa Clara Square, and NVIDIA.

The Marcus & Millichap’s 4Q-2021 San Jose Metro Area report states “Delay in reopening pauses office recovery. Both Google and Apple pushed back their windows for workers to come back to offices until early next year due to the delta variant. The return of these anchor tenants will likely precede smaller firms that rely on contracts with Big Tech. As a result, a wider reopening is unlikely to occur until the first few months of 2022. Nonetheless, both Google and Apple do plan to bring most of their employees back onto their campuses. Each company has a large real estate presence in the South Bay and both have reported in-person collaboration is paramount to the success of their operations. Therefore, the recovery in San Jose should outpace San Francisco, where the large tech firms have already committed to significant remote work options.’

**Research and Development (R&D) Market**

The next table displays data from Colliers International’s 4Q-2021 Silicon Valley R&D Market Snapshot and its predecessor reports:



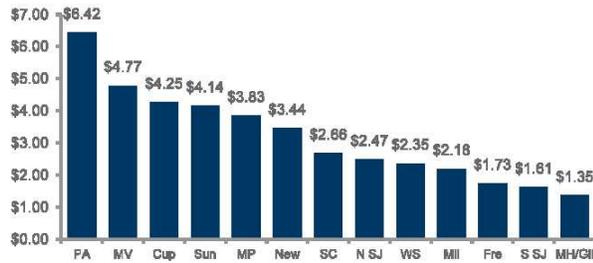
**Source: Colliers International**

The next tables display data from Cushman & Wakefield’s Marketbeat 4Q-2021 Silicon Valley R&D Market:

**OVERALL VACANCY & ASKING RENT**



**ASKING RENT COMPARISON**



**Source: Cushman & Wakefield**

As shown above, Silicon Valley’s R&D market experienced an overall stable vacancy rate within about 100 basis points of 10.0% from 1Q-2018 to 2Q-2020 before increasing to 12.1% in 4Q-2021. Meanwhile, asking rents have increased from \$2.46/SF/month in 3Q-2020 to \$2.77/SF/month in 4Q-2021 on a NNN expense basis, despite the pandemic. A NNN expense basis in this market means the landlord is only paying for management of the account and reserves for replacement, while the tenant pays all other operating expenses.

Since 3Q-2018 the average asking rate in the City of Santa Clara increased from \$2.10/SF/month NNN to \$2.87/SF/Mo ending the 3Q-2020 or 0.99%/month. Over the last twelve months the asking R&D rental rate decreased to \$2.49/SF/Mo ending the 4Q-2021. Investor demand for R&D and office product remains above average, especially for well-located, modern buildings with long-term tenants in place. However, the R&D vacancy rate trend shows a different narrative as in Santa Clara the vacancy rate experienced a cycle low of 5.0% in 2Q-2019 before registering 15.7% in 4Q-2021, the highest since Q4-2017. Part of the jump was due to the renovations at Mission Tech campus (at 2421-2451 Mission College Blvd), which resulted in 426,255 SF of vacancy coming online.

Cushman & Wakefield reported in their Marketbeat 4Q-2021 Silicon Valley R&D Market a net absorption of negative 1,009,477 SF of R&D space within Silicon Valley and a year-to-date total of negative 3,444,244 SF. The report notes that there is 2,775,991 SF of new R&D product under construction throughout all of Silicon Valley.

**Retail Market**

According to Marcus & Millichap’s Third Quarter 2021 San Jose Metro Area Retail Report, the long-term outlook remains bright, though the migration of many highly paid workers is delaying a stronger recovery in the retail arena. Furthermore, the emergence of the COVID-19 variants is giving pause to some to the local economy’s anchors. Google, Apple and Facebook have all pushed reopening into early 2022 as the current wave of positive cases needs to pass. Nonetheless, tech companies in the South Bay do plan on bring all or a majority of their workers

back to their expansive campuses, which will boost retail spending next year and into the future. New retailers will follow workers into the metro in 2022, filling up space that was left dark by other tenants that were unable to survive the recession. Investors stepped back during the 12-month period ending at midyear as buyers awaited more clarity regarding the work-from-home model. Single-tenant deal flow dipped about 30 percent during that time as acquisitions fell across all product types except convenience stores. Buyers paid an average of \$743 per square foot for single-tenant-properties in the yearlong period ending in the second quarter. Prices were 8 percent above the prior year rate as investors retrenched and targeted high-credit tenants. The average cap rate remained steady at 4.7 percent year over year. Multi-tenant properties faced increased due diligence during the health crisis as operators weighed the possibility of having to refill in-line space following the downturn. The average price climbed 4 percent to \$593 per square foot during the yearlong period ending at midyear.

Some retail categories have managed well during the pandemic while others have not. Drive-thru fast food and fast-casual restaurants generally did fine, particularly those with drive-throughs. Sit-down restaurants, particularly those without outdoor seating have not done as well. Essential services, such as grocery, drug, and convenience stores have been stable.

Within Santa Clara, Westfield Valley Fair Mall completed a \$1.1 billion expansion in 2020. Most of the new retail being proposed in this market is part of larger mixed-use projects.

### ***Spending Patterns***

General market conditions for the retail real estate segment can be indicated by taxable retail sales. Typically, a market where taxable retail sales are increasing would be supportive of additional retail development as existing retailers are willing to expand and new retailers are interested in entering the market. The converse is true when taxable retail sales are declining.

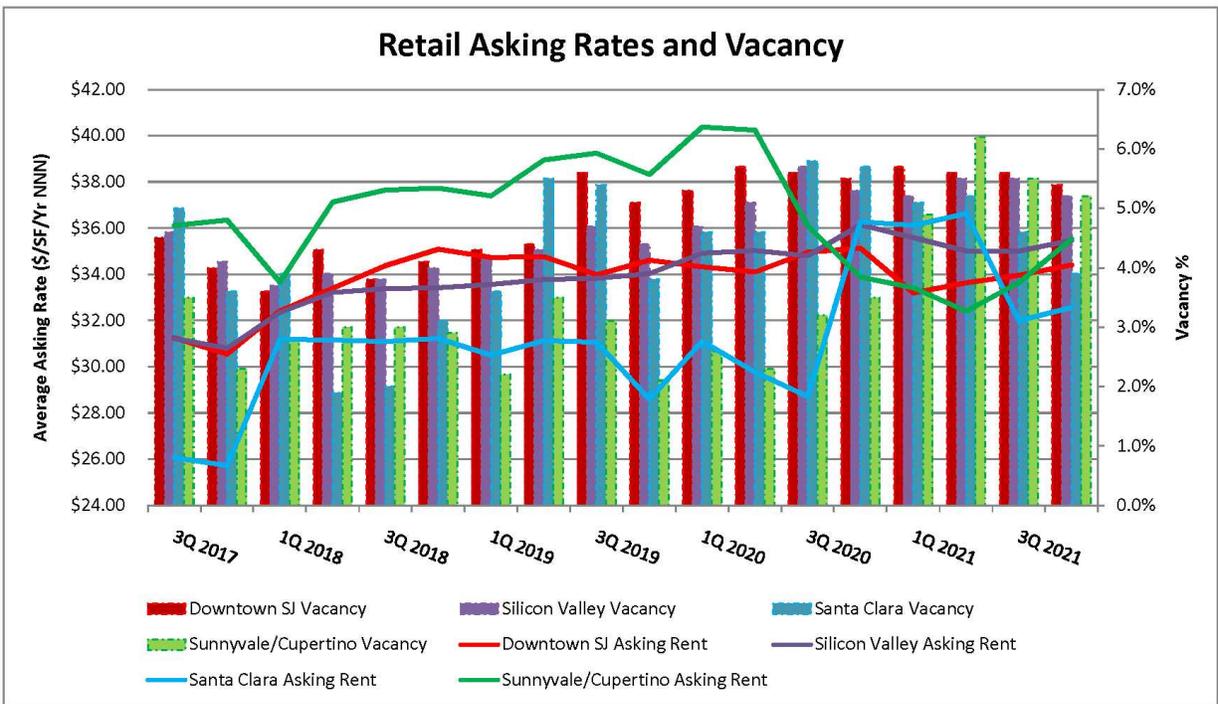
Over the course of 2019 (the most recent statistics available), taxable retail sales in Santa Clara County totaled approximately \$47,001,964,265, or more than \$47 billion dollars. This represents an increase of approximately 3.9 percent over the total taxable retail sales reported over the course of 2018.

### ***Average Asking Retail Rental Rates and Vacancy Rates***

Cushman & Wakefield is a brokerage firm that publishes quarterly reports for the retail market in the San Jose metro area. They reported in their Q4-2021 *Marketbeat Silicon Valley Retail* that the economic fundamentals and the retail business in Silicon Valley showed continued improvement in the last quarter of 2021 despite some challenges, such as the supply chain shortage, inflation and rising of COVID-19 cases due to the Omicron variant in the last weeks of

December. At the end of 2021, Silicon Valley recorded an employment rate of 4.5% down from 6.2 % one year ago. Increasing population, job growth, high incomes and strong consumer spending continued to strengthen the performance of retail sector in Silicon Valley. At the end of 2021, the vacancy rate for Silicon Valley’s shopping centers remained the lowest in the Bay Area at 5.2%, with approximately 1.9 million square feet of vacant retail space. Santa Clara continued to record the lowest vacancy rate in the region at 3.9%. The quarterly net absorption continued in the positive territory. There was no new retail space completed in the fourth quarter of 2021 and the total retail inventory remained at 37.4 million square feet.

The chart below displays the average asking rental rate and vacancy for the Santa Clara submarket, Sunnyvale/Cupertino submarket, and Santa Clara County taken from Cushman Wakefield and its predecessor retail reports from 3Q-2017 onwards:



As indicated in the table above, the Santa Clara County retail market had an average asking rent of \$2.96/SF/Mo NNN in 4Q-2021 which is a slight decrease compared to \$3.01/SF/Mo NNN in 4Q-2020. Neighborhood and community centers account for most of the vacancies in the market.

In 4Q-2021 asking rents averaged \$2.71/SF/Mo NNN in the subject’s Santa Clara submarket which is a decrease compared to \$3.02/SF/Mo NNN in 4Q-2020. In 4Q-2021 the retail vacancy rate in Santa Clara was reported at 3.9% with no new retail under construction. Vacancy rates in the subject’s submarket declined from 5.7% from one-year ago. Asking rental rates in Santa

Clara had generally been stable since Q1-2018 before a sharp increase in Q4-2020 and a decline starting in the final two quarters of 2021.

According to Marcus & Millichap's Hospitality Report for Fourth Quarter 2021, "The U.S. lodging sector entered the autumn season having made up substantial ground during the spring and summer months. Loosened capacity restrictions, vaccine availability and pent-up travel demand led to a marked increase in trips taken and rooms occupied. By the end of July foot traffic through airport check-points had recovered to about 80 percent of 2019 volumes, driven largely by leisure travelers, while hotel occupancy had roughly doubled from where it began in 2021. Hotels in popular vacation destinations are projected to perform best next year, including those near beaches and parkland. Hotels that cater to business travelers will continue to face hurdles next year. Travel for business purposes has so far lagged leisure trips in recovery. While vaccines and test are widely available, the potential for new coronavirus variants presents ongoing safety concerns that will prompt many employers to minimize staff travel. Barring a significant reversion in the health crisis, more conventions and trade shows should take place in 2022, with greater emphasis on physical attendance, prompting greater professional travel. Hotels in major urban centers and frequent convention markets will see improved operation in 2022 but will remain the most troubled segment. The problem is compounded in the country's largest gateway markets that typically cater to numerous international visitors, including New York and San Francisco. The return of certain health precautions in these metros may dissuade some visitation to the area until the pandemic notably improves. Overall, a prolonged drought in demand in many densely packed locales extends the road to recovery."

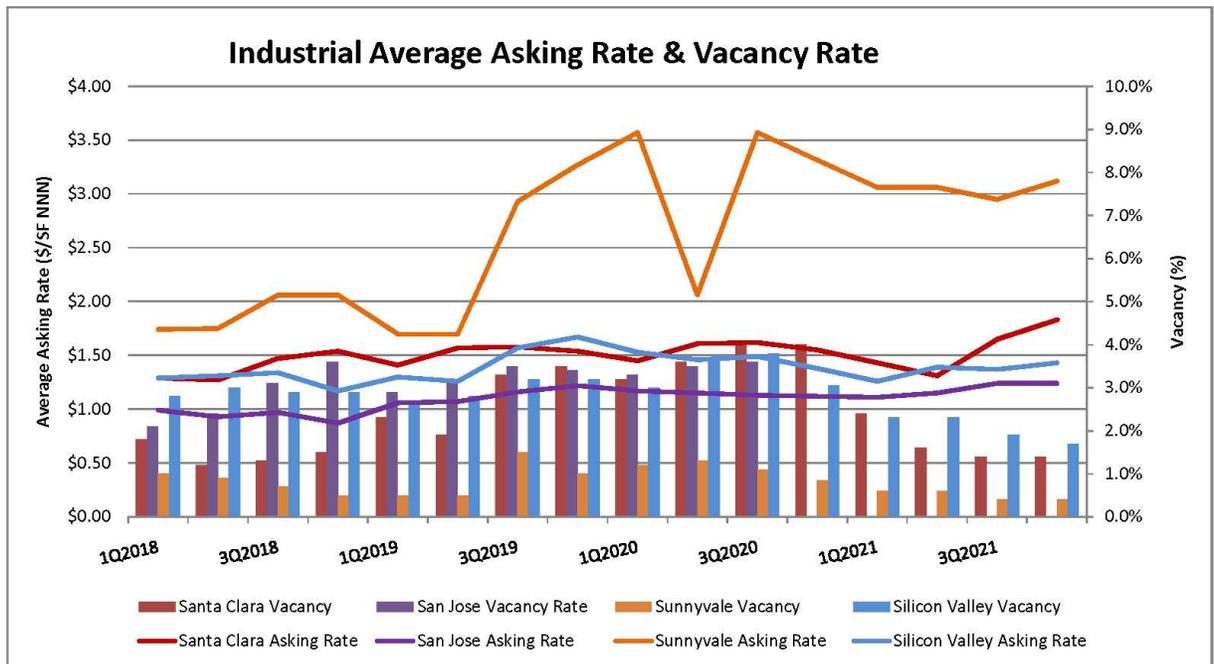
### **Industrial Market Conditions**

We referenced industrial (manufacturing) and warehouse market data from brokerages Cushman & Wakefield and Colliers International; we also interviewed local market participants for this report. Cushman & Wakefield reported in its *Marketbeat Silicon Valley Industrial Q4-2021*, that vacancy for industrial product in Silicon Valley decreased in 4Q-2021 to 3.3% from 5.3% in 4Q-2020. Colliers International reported that warehousing vacancy decreased to 2.2% from 6.1% in the prior year. The Central Silicon Valley industrial submarket, which includes Santa Clara, San Jose, Campbell, and Sunnyvale, had an overall vacancy rate of 3.0% and an average asking rate of \$1.29/SF/Month NNN at the end of 4Q-2021. The average asking rental rate in the subject's Santa Clara submarket was reported at \$1.48/SF/Month NNN and a vacancy rate of 1.7% was reported. The subject's Santa Clara submarket represents a moderate sized industrial submarket in the region with a total industrial inventory reported at approximately 15,498,884 square feet, or roughly 23 percent of the total Silicon Valley industrial inventory.

In their *Q4 2021 San Jose Silicon Valley Research & Forecast Report* for industrial/warehouse properties, Collier's International reported *An accelerated shift to e-commerce coupled with*

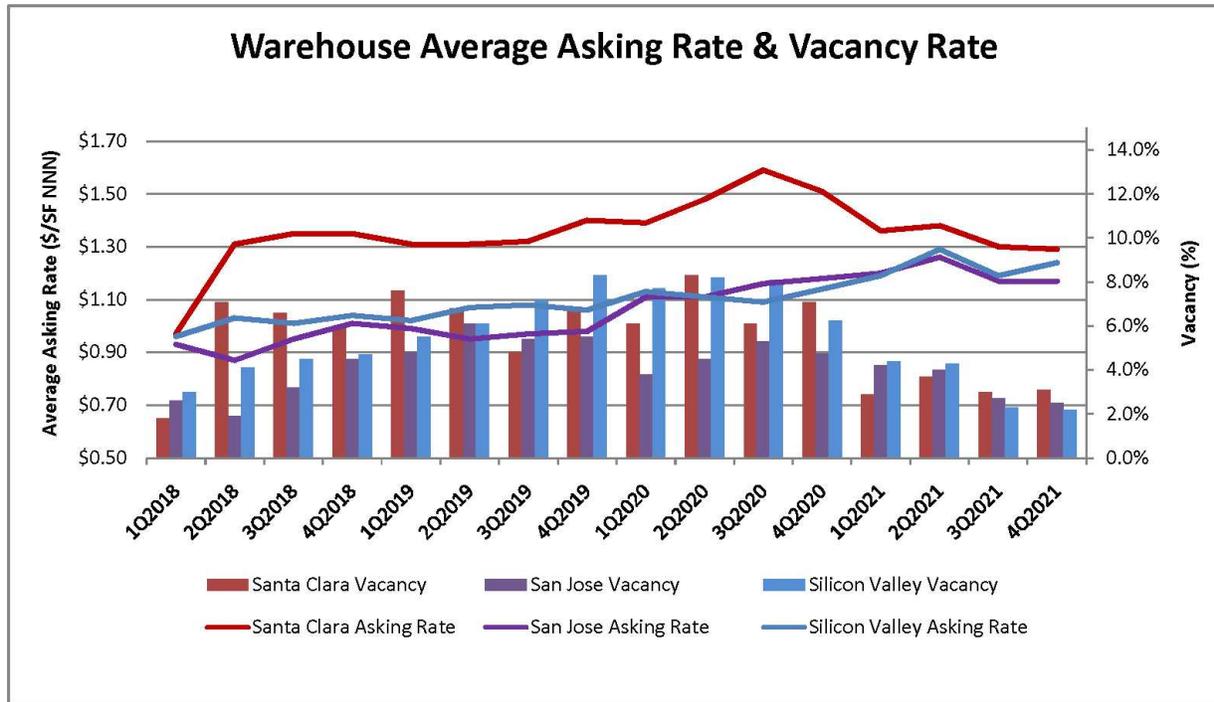
supply chain woes bolstered demand for industrial real estate. Silicon Valley saw industrial occupancy gains amount to 115,000 square feet in the fourth quarter and 2.0 million for the full year, making the industrial sector the fastest growing commercial property sector in 2021. Silicon Valley's industrial vacancy rate dipped below 2.0 percent in the final quarter of 2021, limiting tenant mobility and new deal volume. Gross absorption totaled just 1.0 million square feet, down 18.2 percent year-over-year. Nuro, an autonomous vehicle company, subleased 64,900 square feet at 3100 Molinaro Street in Santa Clara. At the end of 2021, the industrial availability rate stands at 3.8 percent, down 150 basis points year-over-year while the vacancy space rate is at 1.9, down 110 basis points over the same period. Not surprisingly, asking rents continued to rise and reached a new peak, averaging \$1.32 NNN, \$0.08 higher than a year ago.

The next chart shows industrial rental rate and vacancy trends since 1Q-2018 based on data from Colliers International. The chart shows generally stable to increasing vacancy rates and stable rental rates, Sunnyvale being the exception.



Vacancy rates for manufacturing were generally stable in Silicon Valley between the start of 2015 and 1Q-2020, before increasing to the high-three percent range. A similar trend has played out in the Santa Clara submarket with a generally increasing trend in manufacturing vacancy rates since 2Q-2018. However, manufacturing rental rates in Santa Clara continue to increase; the asking rental rate rose from \$1.47/SF/month NNN in 3Q-2018 to \$1.85/SF/month in 4Q-2021. Within Silicon Valley, the average asking rate for warehouse was \$1.43/SF/month in 4Q-2021 compared to last year's rate of \$1.38/SF/month.

Warehouse data collected from Colliers International’s *Silicon Valley Research & Forecast Report Q4 2021* and its predecessor reports are displayed in the next chart:



Warehouse vacancy rates in Silicon Valley had been declining for several years before increasing in 2018 and 2019, and then decreasing in 2021. Warehouse rental rates in Santa Clara decreased; the asking rental rate declined from \$1.59/SF/month in 3Q-2020 to \$1.29/SF/month in 4Q-2021. Within Silicon Valley, the average asking rate for warehouse generally increased to \$1.24/SF/month in 4Q-2021 compared to last year’s rate of \$1.14/SF/month.

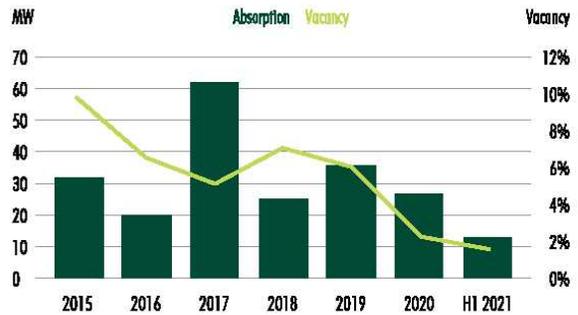
Data centers are one of the largest industrial occupancy groups in Santa Clara, due mostly to Silicon Valley Power, which has lower rates than elsewhere in the Bay Area. The rise of remote working reinforced the need and demand for data centers. We discovered several expansion plans and construction occurring on existing sites, notably from Prime Data Centers. There have been several land sales in recent years in Santa Clara that are proposed for new data centers. Market participants report that data center operators will pay a premium for a larger site in Santa Clara and that the ideal site will be about six acres; however Prime is planning to build on a site as small as 1.68 acres. Two (data center) sites in Santa Clara were sold in 2021 (see Industrial Land Comparables I-1 and I-2, these are the most recent industrial sales that we uncovered). *CBRE’s* U.S. Data Center Trends report for the 1H 2021 indicated the following market changes in Silicon Valley’s data center market:

**Historical Supply Growth**



Source: CBRE Research, CBRE Data Center Solutions, H1 2021.

**Historical Demand Growth**



Source: CBRE Research, CBRE Data Center Solutions, H1 2021.

The CBRE report notes that wholesale collocation data centers across primary U.S markets – Northern Virginia, Dallas, Silicon Valley, Chicago, Phoenix, New York Tri-State, and Atlanta recorded 142.7 megawatts (MW) of positive net absorption in the first half of 2021, 3.4% more than H1 2020’s level. Total inventory across primary markets topped 3 gigawatts (GW), as supply grew 7%, or 214.3 MW, during H1 2021. More than 527.6 MW of capacity was under construction in primary markets at the midway point of 2021, up 42% year-over-year, of which over half was located in Northern Virginia. Investors remained focused on top-tier assets – those with strong underlying tenancy and significant remaining lease term. Fewer deals were signed in H1 2021 than the previous six months, but the average size of user requirements was larger. Vacancy rates reached historically low levels in several markets, led by Silicon Valley with a nationwide-low 1.6% of inventory available as of the end of H1 2021. Some users are moving away from a cloud-first approach to a hybrid IT structure, citing hidden fees and fluctuating costs by cloud service providers, latency issues and incompatibility of applications.

Silicon Valley’s total market inventory surpassed 300 MW in H1 2021. Leasing activity increased and was dominated by hyperscale companies. Cloud service providers continue to prelease large blocks of capacity, triggering construction activity. Though new supply came online in 2021, the vacancy rate continued to drop to a U.S. wide low of 1.6%, representing only 4.8 MW of availability. Silicon Valley’s construction pipeline grew another 35 MW during H1 2021, with the percent of space preleased increasing to 82%. Tight market conditions will continue until the development pipeline moves forward after entitlements, permitting and municipal delays. The development process will continue to take longer and uncertainty remains high. NTT signed 5 MW worth of deals with multiple enterprise companies fully subscribing Phase 1 of their new Santa Clara facility. Prime Data Centers purchased a 9-MW, fully entitled development site in Santa Clara with plans to build speculatively.

### **Residential Market Conditions**

The *Housing Market Index*, based on a survey by the National Association of Home Builders, reported “Despite inflation concerns and ongoing production bottlenecks, builder confidence edged higher for the fourth consecutive month on strong consumer demand and limited existing inventory. Builder sentiment in the market for newly built single-family homes moved one point higher to 84 in December, according to the National Association of Home Builders (NAHB)/Wells Fargo Housing Market Index (HMI) released today. This ties the highest reading of the year that was posted in February.”

“The most pressing issue for the housing sector remains lack of inventory,” said NAHB Chief Economist Robert Dietz. “Building has increased but the industry faces constraints, namely cost/availability of materials, labor and lots. And while 2021 single-family starts are expected to end the year 24% higher than the pre-Covid 2019 level, we expect higher interest rates in 2022 will put a damper on housing affordability.”

The California Association of Realtors (C.A.R.) published their December Home Sales and Price Report in mid-January 2022. The report notes that “Closed escrow sales of existing, single-family detached homes in California totaled a seasonally adjusted annualized rate of 429,860 in December, according to information collected by C.A.R. from more than 90 local REALTOR<sup>®</sup> associations and MLSs statewide. The statewide annualized sales figure represents what would be the total number of homes sold during 2021 if sales maintained the December pace throughout the year. It is adjusted to account for seasonal factors that typically influence home sales.”

December’s sales pace was down 5.4 percent on a monthly basis from 454,450 in November and was down 15.7 percent from a year ago, when 509,750 homes were sold on an annualized basis. Despite the sixth straight year-over-year sales decrease, for the year as a whole, annual home sales rose to a preliminary 444,520 closed escrow sales in California, up 7.9 percent from 2020’s pace of 411,870.

“Despite signs of moderating in the second half of the year, California’s housing market continued to outperform last year’s level and remained competitive even as home prices rose at a double-digit pace — a testament to the imbalance of high demand and not enough homes on the market for sale,” said 2022 C.A.R. President Otto Catrina, a Bay Area real estate broker and REALTOR<sup>®</sup>. “For the year as a whole, the market turned in its best performance in more than a decade, as buyers took advantage of historically low interest rates and continued to value the benefits of homeownership amid another year of the pandemic.

California home prices remained below the \$800,000 benchmark for the third straight month as the seasonal slowdown continued. Despite a deceleration in growth at the end of the year, the statewide median price rose to \$796,570 in December, up 1.8 percent from November’s

\$782,480 and up 11.0 percent from the \$717,930 recorded in December 2020. The double-digit annual price gain was the 17<sup>th</sup> consecutive month with more than a 10 percent increase since the summer of 2020. The annual increase was also the smallest since July 2020 as the share of high-end homes continued to moderate since July 2021. For the year as a whole, California set a new annual record median price of \$786,750, improving 19.3 percent from the prior year.”

“The state’s housing market is expected to perform solidly this year as the economy recovers further and consumers’ desire to buy remains elevated,” said C.A.R. Vice President and Chief Economist Jordan Levine. “However, with COVID cases surging and inventory constraints remaining an issue, the housing market will see headwinds of ongoing high inflation, which will put pressure on the Fed to raise rates sooner than previously expected. These factors will increase the cost of borrowing and put more affordability burden on potential homebuyers who want to purchase in 2022.”

### Regional Housing Market

The Standard & Poor/Case-Shiller Home Price Index measures the average change in value of residential real estate given a constant level of quality and reflects single-family housing. It is sometimes referred to as a repeat sale index. The next chart indicates that the index for the subject’s San Francisco Metropolitan Area increased about 33% from 263.868 in December 2018 to 349.751 in December 2021, or about 0.92%/month. Over the twelve months between December 2020 and December 2021 the increase was about 1.61%/month, echoing the builder confidence evident in the Housing Market Index.



Source: S&P Dow Jones Indices LLC

The State of California Department of Finance (DOF) compiles statistics on total housing units in both the cities and counties of California. Based on DOF statistics, Santa Clara County had a total housing supply of 680,298 units as of January 1, 2021. This represents an increase of 5,740

units over the 674,558 units as of January 1, 2020. Extending further back in time, the DOF estimates the total supply of housing units in Santa Clara County at 631,920, as of January 2010. This indicates that over the ten-year period between 2010 and 2020, the housing supply in Santa Clara County increased by a total of 42,638 units, equivalent to a compounded annual increase of 0.655 percent or an average of 4,264 units per year.

According to the Association of Bay Area Governments (ABAG)<sup>4</sup> Projections 2040 report (most recent report), in 2015, Santa Clara County had a total of 648,900 households. ABAG projects that in 2030, the number of Santa Clara County households will have increased by a compounded annual increase of 1.04 percent, to 757,690 or an average of 7,253 households per year. As such, the demand for housing (i.e. households) is projected to increase at a considerably higher pace than that of housing supply.

In the City of Santa Clara, the DOF reported a total of 51,041 housing units as of January 2021. This represents an increase of 2,066 units from the 48,975 housing units as of January 2020. Housing is being built at a faster rate in Santa Clara than the County as a whole.

According to ABAG's Projections 2040 report, in 2015, the City of Santa Clara had a total of 49,685 housing units. This statistic is projected to increase to 52,675 housing units by 2030, a compounded annual rate of 0.39%, or an average increase of 199 housing units per year. Based on the most recent two year and 10-year periods, the City has exceeded ABAG's projections.

### **Local Multifamily Market**

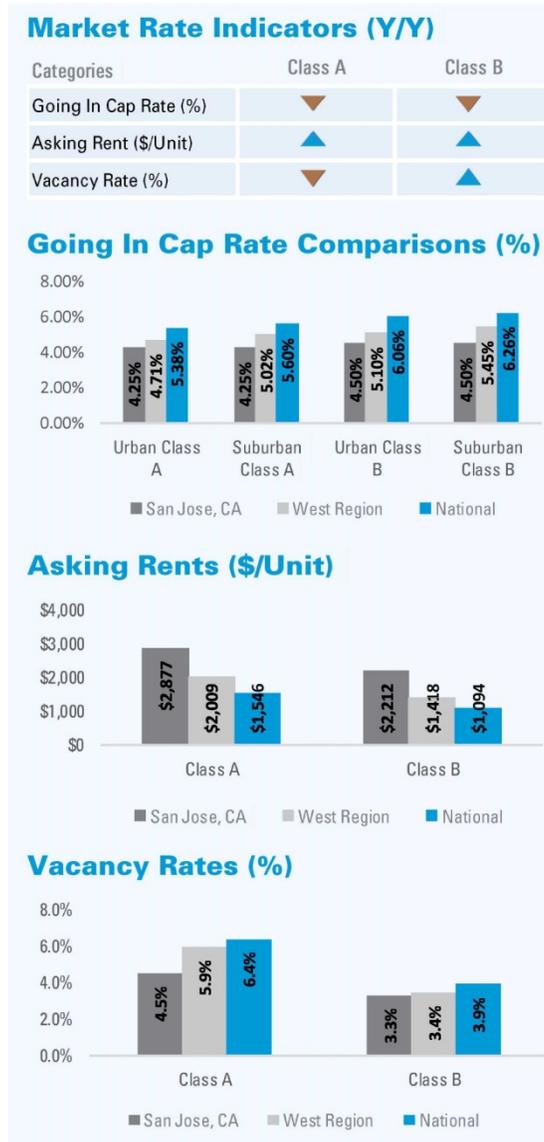
According to Integra Realty Resources Viewpoint 2021 San Jose Multifamily Mid-Year Report, *Growth in the information technology industry over the past decade has strongly increased demand for housing in the Silicon Valley market. There has been limited new single-family home construction and developers responded with substantial new multifamily construction to satisfy demand. Research reports indicate roughly 2,000 to 3,800 multifamily units were completed each year in 2018 through 2020, with over 6,300 units under construction as of the end of 2020. Prior to the coronavirus outbreak, vacancy remained low as new units were absorbed quickly and rental rates continued to increase moderately, particularly in core submarkets near corporate campuses and high-end suburban markets,. In recent years, unemployment reached the lowest level since the late 1990's and even at full employment, job growth was positive in the region. However, in April 2020, unemployment jumped up and a significant number of jobs were lost following stay-at-home mandates and non-essential business closures. The greatest impact has been in the Leisure/Hospitality and Trade/Transportation/Utilities sectors. Market conditions began to moderate during the second quarter 2020 as a result of these policies enacted to slow the spread of the coronavirus. Vacancy in the multifamily market increased as a*

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<sup>4</sup> Association of Bay Area Governments is the official comprehensive planning agency for the San Francisco Bay Area region.

*result of the economic downturn, job losses, and changes in business operations which allows employees to move to more affordable locations and work from home. Also contributing is the continued increase in supply from new development but with slower lease-up periods. Overall vacancy has increased each quarter in 2020 and is above the year ago estimate. Rental rate growth had been declining prior to the pandemic and asking rent trends had already begun to show the effects of the coronavirus at the end of the first quarter, with the typical seasonal pattern of rent growth being disrupted. Forecasting rent growth is highly uncertain at this time; however, it is expected that the economic decline combined with significant supply growth from deliveries over the next several years will result in further declines in average asking rental rates.*

Integra Realty Resources Viewpoint 2021 San Jose Multifamily Mid-Year Report summary is displayed in the following charts:



Values for multifamily properties are projected to increase over the next 12 months, according to Integra’s report. Asking rents over the next 12 months are projected to increase.

According to a CoStar report on the local multifamily market, the “Santa Clara submarket is an important job center, with some prominent companies making the city their home. The submarket is the second largest in the metro, with nearly 20,000 units in its inventory. The economic effects of the coronavirus pandemic and changing demand trends are weighing on submarket occupancy rates. Vacancies are decreasing for Class A units and increasing for Class B units. Prior to the pandemic, job growth around the metro had kept demand high, and absorption was able to keep pace with rapid supply increases over the past decade. Strong demand for housing, particularly near transit, was a driving force for rent gains in recent years. The coronavirus pandemic has quickly changed market trends and created significant uncertainty

in the market. But the expectation is for transaction activity to pull back as market participants take stock of the changing economic and commercial real estate landscape.”

“Vacancy in Santa Clara has been volatile since 2016, with large scale construction projects driving the variability. In total, the submarket has added over 3,700 units since 2010. The submarket had previously been able to absorb the new units at a healthy rate, with the vacancy rate consistently normalizing just a few quarters after project deliveries. But the economic effects of the coronavirus are stressing near term occupancy rates. Remote working trends have allowed renters to look further afield to meet housing needs, reducing demand, and job losses are putting further pressure on apartment occupancies. As a result of the reduced apartment demand, existing units are experiencing move-outs, and new projects are facing longer lease-up times.”

The Marcus & Millichap’s 3Q-2021 Multifamily San Jose Metro Area Market Report stated that the apartment market in the South Bay had a strong second quarter and was poised for continued momentum as Apple, Facebook and Google made plans to have their employees return to their campuses. However, the emergence of the delta variant and the rise in COVID-19 cases encouraged both Apple and Facebook to delay recalling employees until January of next year and Google to push back its full office opening until mid- October while also mandating vaccines for workers. Although the extensions will make the improvement in vacancy and rents more measured in the second half of 2021, the eventual return of employees to these economic anchors will prompt smaller firms to bring workers back to their offices.

### **Local Single-Family Market**

According to the City of Santa Clara General Plan, an estimated 28,500 new jobs will be created and the population will grow by 32,135 people in the City between 2010 and 2035. The General Plan forecasts that 13,222 new housing units will be needed during that same period, based on an estimated household size of 2.5 people. The General Plan also states that household growth in the City has been much slower than the rest of Santa Clara County due to the lack of vacant residential land. Therefore, in order to meet future housing needs, construction of new housing will primarily occur through the redevelopment of existing sites.

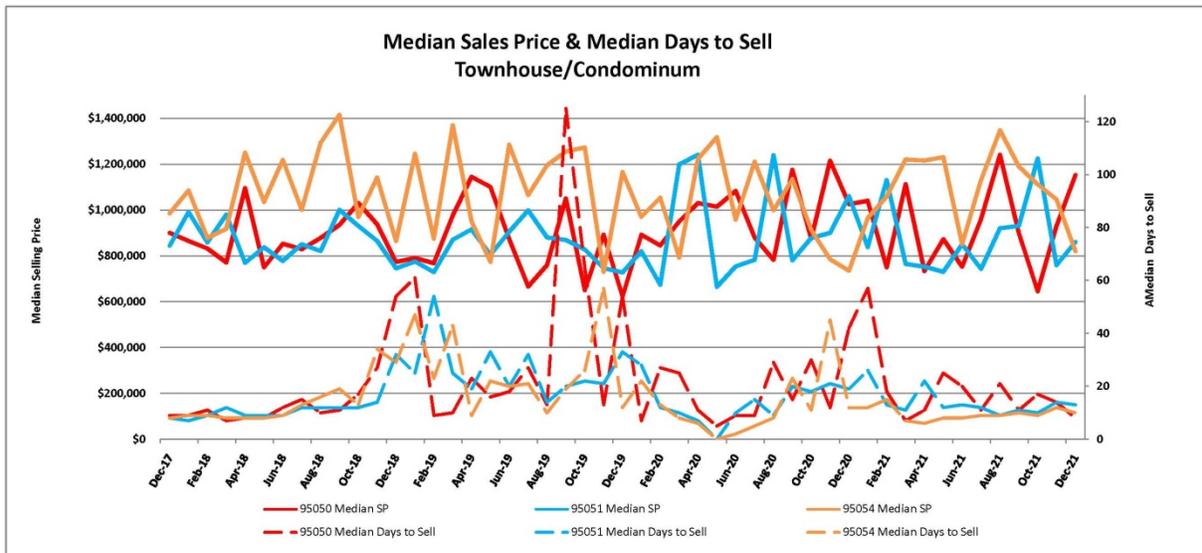
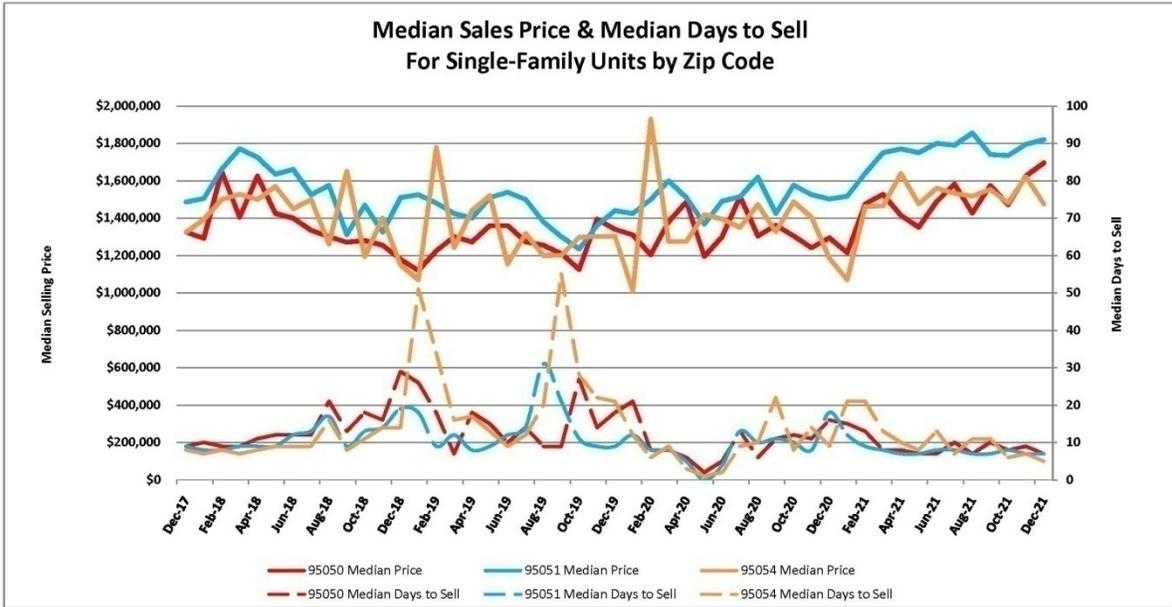
Among the 51,041 housing units in Santa Clara, as reported by the DOF, the single-family (attached and detached) market represents about 19,510 or about 38% of the total housing units in Santa Clara.

CoreLogic is a national real estate, mortgage, consumer, and specialized business data provider. They tracked the annual median home price for all homes (single-family, condo, and townhouse), including new construction, in the City’s three ZIP code areas through 2021:

The data above indicates that zip code 95051 consistently has the highest median price among Santa Clara's zip codes. Zip code 95050 had the second highest median in most years. The \$/SF indicator shows that 95051 has higher prices than 95050, which both have higher prices than 95054. The data indicates that median prices were increasing in 2018, stabilizing in 2019 and 2020, and increasing in 2021. Overall median prices were higher in 2021. By the end of 2021, median prices had increased about 7.5% per year in 95050, increased about 6.4% per year in 95051 and about 6.8% per year in 95054.

The \$/SF indicators showed an overall increasing trend from 2020 to 2021. The total number of sales indicator showed an overall increasing rate from 2020 to 2021 in 95050, 95051 and in the 95054 zip code. Total citywide sales were 1,049 in 2018, 955 in 2019, 1,075 in 2020 and 1,538 in 2021. Overall, there were more sales transacted in Santa Clara in 2021 compared to 2018, 2019, and 2020 suggesting an increase in demand during the pandemic.

The following tables depict the median price trend by zip code over the 37 months ending December 2021 for single family homes and common interest developments (townhouse/condos) in the three zip codes of the City of Santa Clara using closed sale data obtained by MLSlistings.com:



As shown above, market data derived from the local MLS shows that prices were trending downward in 2018, and oscillated up and down in 2019 and 2020. Similarly, townhouses and condominiums oscillated up and down in 2021. However, prices for single family homes were generally trending upwards in 2021.

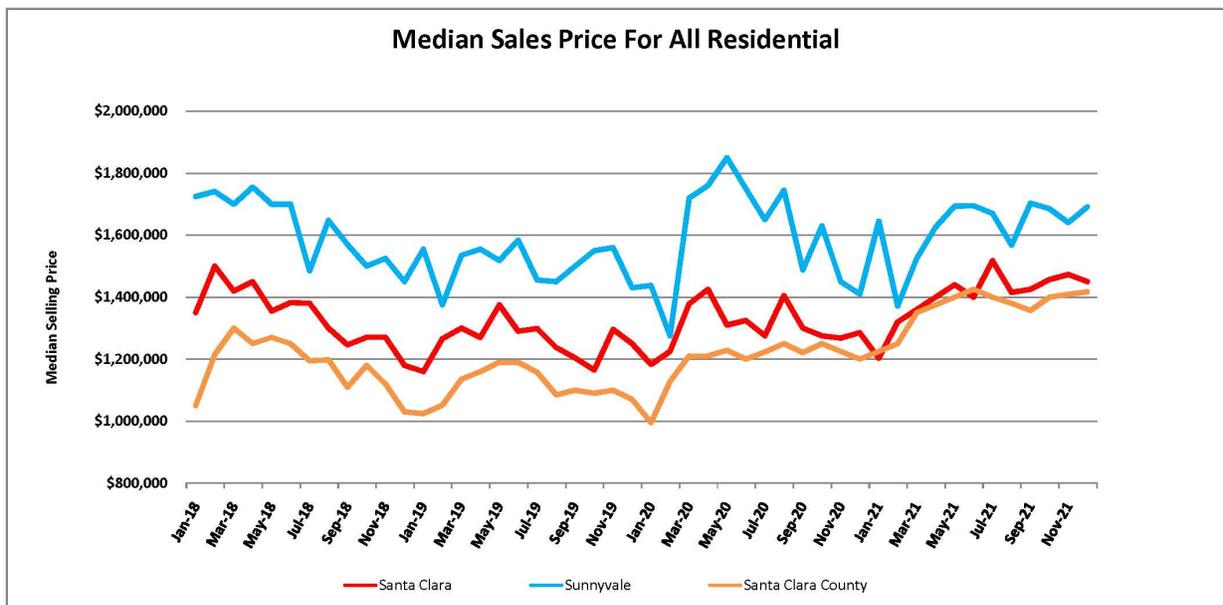
We note that CoreLogic data includes resales and new construction, while MLS typically does not include all new construction. This is because builders often do not use MLS to market their homes. The following tables show the annual and 2-year change for all housing types over the last three Decembers, according to the MLS:

**Real Estate Appraised:** Three Hypothetical One-Acre Lots, One for Each Zip Code, Santa Clara, CA

Housing Type	Zip Code	December-19	December-20	December-21	% Change per Month Last 12 Months	% Change per Month Last 2 Years
SFR, Condo, & Townhouse	95050	\$1,210,000	\$1,265,000	\$1,230,000	-0.23%	0.07%
	95051	\$1,425,000	\$1,415,000	\$1,575,000	0.94%	0.44%
	95054	\$1,202,500	\$1,128,000	\$1,450,000	2.38%	0.86%
<b>Source: Local MLS</b>						

The data in the above table supports the opinion that 95050 and 95054 generally rate inferior to 95051. The data also indicates that median selling prices are higher over the past two years, but higher in 95051, higher in 95054, and lower in 95050 over the last 12 months. The median throughout the entire city, encompassing the three zip codes, increased 8.3% over the 12 months ended December 2021 from \$1,305,000 to \$1,413,000.

The next table using MLS statistics shows the monthly median change in selling prices in Santa Clara, adjacent Sunnyvale, and the larger Santa Clara County market since the start of 2018:



As the table above indicates, median selling prices peaked in the spring of 2018, receded until early 2019, were more stable through the end of 2019, but then increased sharply in the early part of 2020 through the spring of 2020. Prices were generally stable over remainder of 2020 in Santa Clara and Santa Clara County but declined in Sunnyvale. The median selling prices for each of these three areas generally increased throughout 2021.

## **Conclusions**

The overall long-term outlook for the economy remains bright, though the migration of many highly paid workers is delaying a stronger recovery in the retail arena. Furthermore, the emergence of the COVID-19 variants is giving pause to some to the local economy's anchors. Google, Apple and Facebook have all pushed reopening into early 2022 as the current wave of positive cases needs to pass. The unemployment rate began declining and detached single-family buyers showed greater interest in the market as they fled more urban areas such as San Francisco and smaller housing types and were looking for more space in less dense environments. The work-from-home dynamic kept pressure on delivery services and data center operators to keep up with demand, which in turn kept up demand for industrial properties storing product. Essential retailers generally fared okay during 2021, particularly grocery stores, home improvement stores, drive-thru fast food, and quick serve restaurants. However, fine dining, hospitality, entertainment, and shopping malls, to name a few, were impacted by the pandemic. As the vaccine was distributed in the community, restrictions were lifted, businesses reopened, and employment numbers gradually improved. Demand for most real estate is forecast to continue to return to pre-pandemic levels.

Commercial (retail and office) properties exhibited mixed indications due to the pandemic in 2021. Some retail is doing fine, but the hospitality/leisure/entertainment industries remain depressed. Office demand appears in limbo as many employees may or may not fully return to offices, particularly among tech companies. Furthermore, the emergence of the COVID-19 variants is giving pause to some to the local economy's anchors. Google, Apple and Facebook have all pushed reopening into early 2022 as the current wave of positive cases needs to pass. During 2021 office buildings experienced stable to increasing vacancy despite increasing asking rental rates. The rental rate increases were due in part to newer, better space becoming available as tenants migrated from nearby higher cost markets. The trend was generally the same for retail, whereby vacancy ticked down slightly over the second half of 2021, with Santa Clara continued to record the lowest vacancy rate in the region at 3.9%. Average asking rents were also down slightly at the end of the year. There is limited new retail construction occurring; most is part of mixed-use developments. Office construction is occurring, but it is mostly located in downtown San Jose and the Bayside portions of the county where larger blocks of land can be found and generally comprises high-intensity, four or more story buildings. Based on discussions with market participants, general market conditions and the sales data we analyzed, we applied a market conditions rate of change to the commercial land sale comparables used following of negative 0.75% per month from the start of April 2020 through 4Q-2020. From the date of sale through 4Q-2021 prices were more stable for commercial and did not warrant adjustment.

Over the past couple of years, industrial (and warehouse) market statistics indicated that rental rates have been trending upwards, while vacancy rates generally stabilized near 5%. Market

participants opined that selling prices are also increasing, especially for large sites suitable for data centers. The increase in industrial value is supported by an improved paired sale at 3600 Peterson Way in Santa Clara that sold in October 2016 for \$30 million and again in June 2019 for \$37 million, which indicates a straight-line increase of about 0.72% per month for this 75,800 square foot building on an approximate 5.42-acre site. 1623 S 10<sup>th</sup> Street in San Jose sold for \$3,000,000 in August 2018 and again for \$3,801,000 in October 2020, indicating a straight-line increase of about 1.0% per month. Based on increasing rents and prices, we concluded that competing industrial land prices were increasing at the rate of about 0.75% per month from the date of sale of the comparables through December 2020, with no additional adjustment in 2021.

Santa Clara (and the Bay Area in general) is an undersupplied housing market. Demand for housing is expected to continue in the long-term, with increased demand for higher density housing options, a result of the scarcity of developable land and the more affordable nature for prospective buyers/renters.

Market data and market participants report that residential prices declined in the latter part of 2018 and were stable overall during 2019. In 2020, the residential market showed different trends depending on property type. The market generally saw greater demand for detached residential over the course of 2020 and 2021 as buyers looked to have more indoor/outdoor space since they began spending a greater proportion of time at home. Meanwhile, condominiums and apartments experienced a slower market during 2021. Based on the market reports cited above, sales data analyzed, and market participant interviews, for the very low-density residential land sales used in the following analysis we applied an increasing rate of change of 0.25% per month from the start of 2020 through the fourth quarter 2020 and an increasing rate of change of 1.00% per month from the start of 2021 through the fourth quarter 2021. For the high-density land sales, median sale prices oscillated somewhat and multifamily rents stagnated or declined during 2021. So, no market change is applied during 2019, 2020 and 2021 for this property type.

## **LAND USE ORDINANCES**

Since we are analyzing hypothetical lots, we supposed that each use would be based on its appropriate General Plan designation. The appropriate zoning category for each hypothetical use was not a critical factor as the General Plan is the long-term planning tool used by the City. Furthermore, comparable land sale transactions typically sell based on their intended use, which is supported by the General Plan in almost all cases. The City's Phase II Land Use map is in effect and is intended to guide land uses for the years 2015-2025. Compared to Phase I, it expands the areas within the city where mixed-uses and higher-density residential is allowed. We supposed the following General Plan designations for each hypothetical use:

<b>Use of Hypothetical Lot</b>	<b>General Plan</b>
<b>Very Low Density Residential</b>	Very Low Density Residential
<b>Low Density Residential</b>	Low Density Residential
<b>High Density Residential</b>	High Density Residential
<b>Medium Density Residential</b>	Medium Density Residential
<b>Commercial</b>	Regional Commercial
<b>Industrial</b>	Light Industrial

**HIGHEST AND BEST USE**

We studied the legally permissible, physically possible, financially feasible, and maximally productive uses of each hypothetical lot. We considered prevailing market conditions and recent development trends. As indicated in the market conditions section, except for retail/hospitality/office, each product type is generally experiencing increasing or stable prices and stabilizing vacancy rates. These are indications that the highest and best use is to construct the legally permissible product for each respective property type. However, for the commercial use, since many retail and office projects are on hold, construction would not likely be undertaken until the market improves, unless preleased or a build-to-suit is procured. Therefore, the highest and best use for the hypothetical commercial use would be to hold for future development of a commercial building until the market improves, unless preleased or a build-to-suit. We concluded to the following components of property uses for the highest and best use of the hypothetical lot based on the overall market and the instruction of the Client:

<b>Use of Hypothetical Lot</b>	<b>Highest &amp; Best Use</b>
<b>Very Low Density Residential</b>	Very Low Density Residential
<b>Low Density Residential</b>	Low Density Residential
<b>Medium Density Residential</b>	Medium Density Residential
<b>High Density Residential</b>	High Density Residential
<b>Commercial</b>	Hold for Development of a Commercial Building
<b>Industrial</b>	Light Industrial Building

*We applied a hypothetical condition that each of these uses was allowed on the hypothetical subject lot.*

For this analysis and based on the market and the City’s General Plan, we concluded the most reasonable density to support the residential uses was about the midpoint or nearer the high end of the allowed density ranges (based on ever-increasing density proposals/approvals):

- 13 dwelling units per gross acre (DU/AC) for Low-Density Residential;
- 26-30 DU/AC for Medium-Density Residential; and
- 45 DU/AC for High-Density Residential.

For Very Low-Density Residential, which allows up to 10 DU/AC, we concluded that the most likely subdivision for a hypothetical one acre of land would support a subdivision at the high of this range, or 10 DU/AC. This is because the scarcity of land requires ever increasing densities to make projects financially feasible.

The likely commercial use would be an office building, but only if preleased or a build-to-suit. The likely industrial use would be a data center, flex, light industrial building or some type of interim contractor storage yard with minimal building improvements.

### **APPRAISAL PROCESS**

The appraisal profession has generally relied upon three traditional approaches in estimating the market value of real property. These are the *Income Capitalization Approach*, the *Sales Comparison Approach*, and the *Cost Approach*. While all three approaches are always considered in a valuation assignment, all three are not always applied. The quantity and quality of available data and the applicability of each approach relative to the value being sought are important factors in reconciling to an opinion of value.

Market value was estimated using the sales comparison approach. The income capitalization approach is seldom used when valuing land. The cost approach did not offer substantial insight into this estimate of market value since there are no building improvements. Sellers, buyers, and our peers in this market rarely rely on the cost and income capitalization approaches when offering, purchasing, or valuing properties similar to the hypothetical subject lots. Therefore, we did not undertake a cost or income capitalization approach.

Following we estimated the value of a hypothetical one-acre lot under each use scenario described above, as if located within the 95050 zip code, since the most data was discovered in this zip code. Next, we applied the weighted average of the highest and best land use component, based on the percentage of total land area associated with the different property types (as described above) that sold in the City of Santa Clara in the 12 months prior to the date of value (as reported by Old Republic Title Company). Lastly, we applied any necessary locational differences from the 95050 zip code conclusion to arrive at the appropriate average lot value in the 95051 and 95054 zip codes.

**AVERAGE VALUE ESTIMATE IN 95050 ZIP CODE**

**Very Low-Density Land Value**

The writers examined data that was discovered by: talking to brokers, agents, property owners, and market participants from within the subject market; reviewing DataTree.com, MLSlistings.com, and CoStar.com databases for recent sales; and searching Loopnet.com and broker databases for current listings. We also reviewed development reports provided by the planning departments of Santa Clara and other nearby cities.

As stated above, for the very low-density value component, we assumed a density of 10 dwelling units per acre, at the high end of the allowed range under the Very Low-Density General Plan designation, which allows up to 10 dwelling units per acre. We searched for competing sales and listings of properties throughout Santa Clara and adjacent cities which were intended for development with residential densities less than 25 dwelling units per acre and that closed escrow over the last three years. We first analyze the subject hypothetical one-acre site located in zip code 95050 since more appropriate sales from this zip code were discovered. The sales we found most comparable are displayed on the following adjustment grid. The adjustment grid serves two purposes. First, it presents data, analysis, and conclusions about the subject and comparables in a way that facilitates comparison. Second, it presents the data in a format whereby the reader can follow the writers' adjustment process.

A parcel map for each comparable sale is displayed in the Addenda. Selling prices were verified using our summary transcript of the public record and conversations with selling and listing brokers/agents, sellers, and/or buyers when possible. A map showing the location of these comparables is displayed in the Addenda.

**Real Estate Appraised: Three Hypothetical One-Acre Lots, One for Each Zip Code, Santa Clara, CA**

**VERY LOW DENSITY COMPARABLE LAND SALES**

ELEMENT OF ADJUSTMENT	SUBJECT	COMPARABLE VLD-1	COMPARABLE VLD-2	COMPARABLE VLD-3	COMPARABLE VLD-4	COMPARABLE VLD-5
ADDRESS	Average Street Santa Clara	4254 Cheeney St Santa Clara	159 Brookside Avenue Santa Clara	3159 Butte Street Santa Clara	1334 Miller Ave San Jose	1348 Miller Ave San Jose
APN		104-12-031	303-22-028	290-04-044	375-25-053	375-25-055
SELLER		Lawrence L Fargher Trust	Domingo 1992 Revocable Trust	Wallis 1983 Family Trust	Steven K. Doi 2011 Trust	Li Shaoliang
BUYER		B S & L S Schulman Trust	Ranjan Trust, et al	Cheng C & Tsai L Chen	Zhang Tao	Ke Lun
DOCUMENT NUMBER		24770884	24597855	24420940	24965466	24965471
SALE / LISTING PRICE		<b>\$925,000</b>	<b>\$1,325,000</b>	<b>\$1,600,000</b>	<b>\$3,100,000</b>	<b>\$3,232,000</b>
SALE / OFFERING PRICE PER SF		<b>\$123.33</b>	<b>\$96.72</b>	<b>\$110.92</b>	<b>\$139.87</b>	<b>\$145.82</b>
<b>TRANSACTIONAL ADJUSTMENTS</b>						
REAL PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple (M-t-M leases)	Fee Simple	Fee Simple	Fee Simple	Fee Simple
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
FINANCING TERMS		All Cash	Conventional	All Cash	All Cash	All Cash
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
CONDITIONS OF SALE		Motivated Seller	Arm's-Length	Arm's-Length/Improvement Value	Arm's-Length	Arm's-Length
ADJUSTMENT		10.00%	0.00%	-9.38%	0.00%	0.00%
EXPENDITURES AFTER SALE		Demolition Offset	Demolition Offset	None	Demolition Offset	Demolition Offset
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
CLOSE OF ESCROW		December 31, 2020	September 2, 2020	March 4, 2020	May 18, 2021	May 18, 2021
TIME OF SALE / MARKET CONDITION	December 31, 2021	November 2020	August 2020	February 2020	March 2021	March 2021
MONTHS FROM START 1Q-2021 THROUGH 4Q-2021		12	12	12	9	9
ADJUSTMENT @ % PER MONTH	1.00%	12.00%	12.00%	12.00%	9.00%	9.00%
MONTHS FROM START 1Q-2020 THROUGH 4Q-2020		1	4	10	0	0
ADJUSTMENT @ % PER MONTH	0.25%	0.25%	1.00%	2.50%	0.00%	0.00%
<b>ADJ PRICE PER SF AFTER TRANSACTIONAL ADJS</b>		<b>\$152.33</b>	<b>\$109.40</b>	<b>\$115.40</b>	<b>\$152.45</b>	<b>\$158.95</b>
<b>LOCATIONAL ADJUSTMENTS</b>						
EXPOSURE / VISIBILITY	Average	Similar	Similar	Similar	Similar	Similar
ACCESS	Average	Similar	Similar	Similar	Similar	Similar
APPEAL/SITE INFLUENCES	Average	Inferior	Inferior/San Tomas Expy	Superior	Superior	Superior
ZIP CODE	95050	95054	95050	95051	95129	95129
<b>OVERALL LOCATIONAL RATING</b>		<b>Inferior</b>	<b>Inferior</b>	<b>Superior</b>	<b>Superior</b>	<b>Superior</b>
<b>PHYSICAL ADJUSTMENTS</b>						
SITE SIZE (ACRES)	1.00	0.17	0.31	0.33	0.51	0.51
SITE SIZE (SF)	43,560	7,500	13,700	14,425	22,164	22,164
UTILITY/TOPOGRAPHY	Rectangular / 1 Street Front	Rectangular / 1 Street Front	Rectangular / 1 Street Front	SI Irregular / 1 Street Front	Rectangular / 1 Street Front	Rectangular / 1 Street Front
<b>USE/ZONING ADJUSTMENTS</b>						
ZONING		R3-18D	R1-8L	R1-6L	R1-8	R1-8
GENERAL PLAN	Very Low Density Res	Very Low Density Res	Very Low Density Res	Very Low Density Res	Residential Neighborhood	Residential Neighborhood
NUMBER OF UNITS	10	3.0	1.5	1.5	3.0	3.0
ESTIMATED / PROPOSED DU/ACRE	10.0	17.4	4.8	4.5	5.9	5.9
INTENDED USE	Residential	Triplex	SFD + ADU	Residential + ADU	3 Residential Units	3 Residential Units
AFFORDABLE HOUSING COMPONENT	Yes / 1 Unit (10%)	No	No	No	No	No
PARK FEE COMPONENT PER UNIT	\$40,588	Superior/None	Superior/None	Superior/None	\$27,300	\$27,300
ENTITLEMENT STATUS	Has Zoning & GP	Had Zoning and GP	Had Zoning and GP	Had Zoning and GP	Has Zoning & GP	Has Zoning & GP
<b>OVERALL PHYSICAL &amp; USE/ZONING RATING</b>		<b>Superior</b>	<b>Inferior</b>	<b>Inferior</b>	<b>Superior</b>	<b>Superior</b>
<b>OVERALL RATING-SUBJECT SHOULD SELL FOR</b>		<b>LESS</b>	<b>MORE</b>	<b>MORE</b>	<b>LESS</b>	<b>LESS</b>

## **Adjustment Process**

*Transactional adjustments* were made sequentially for property rights conveyed, financing terms, conditions of sale/motivation of participants, expenditures incurred by the buyer after the sale, i.e. demolition costs, and market conditions since the sale date.

Comparable VLD-1 is the December 2020 closing of a parcel in an off-market transaction. Based on a conversation with the buyer, the seller was in poor health and was motivated to sell. The existing rents for this triplex were well below market and the agreed upon selling price was close to land value. The buyer is a builder who may renovate or demolish; he has not yet decided. If demolished, he estimated that another triplex would be built, but possibly a fourplex. After making all other adjustments first, an upward adjustment is concluded for motivation on the part of the seller, as shown above. Since this comparable is expected to support three units again, the developer of this comparable will not pay park impact fees since there will be no net new units.

Comparables VLD-2 is the sale of single-family lot improved with an older home. The buyer of Comparable VLD-2 intends to demolish the home and construct a new two-story dwelling and add a 748 square foot detached additional dwelling unit (ADU). This comparable will not pay park impact fees since ADU's are exempt under the Santa Clara City Code (17.35.090).

Comparable VLD-3 was the sale of an improved lot that could support two lots or a SFD and an ADU. The listing broker opined that the existing improvements needed a lot of work, but that the buyer intended to move into the home, which dated from the 1940s. Based on the expected utilization of the improvements, we concluded that a downward adjustment was warranted for their contributory value. The amount of adjustment was estimated based on our observations, input from the listing broker, and a good fit for the data. A downward adjustment of \$150,000 for this element of comparison was applied to the comparable on the Conditions of Sale line.

Comparables VLD-4 and VLD-5 are the sales of two single-family lots improved with older homes. These comparables were offered together by separate ownerships. The comparables were offered as a development site and a four lot conceptual site plan was included with the listings. Instead of a four lot subdivision, the buyer intends to demolish both of the homes and subdivide the two existing lots into six lots and one common access lot. These comparables were selected to help bracket size.

Comparable VLD-1 continued to be rented following close of escrow; we concluded that the cost of demolition was offset by the rents that could continue to be received. The seller of Comparable VLD-2 was given some time to lease back following close of escrow; again, we concluded that the cost of demolition would be offset by rental income. The sellers of

Comparables VLD-4 and VLD-5 were each given a short time to lease back following close of escrow; again, we concluded that the cost of demolition would be offset by rental income..

As discussed in the preceding material, market conditions adjustments are applied from the start of the first quarter 2020 through the end of the fourth quarter 2021.

**Locational adjustments** were broken into elements that reflect the property's identity to potential tenants or buyers (exposure, visibility), access (to freeways and amenities), and overall desirability of the location based on neighborhood factors such as age and condition of nearby properties, proximity to enhancing or detrimental factors, or an identifiable valuation element relating to address (locational appeal, zip code). Locational adjustments were warranted for the elements of comparison as summarized on the grid. As will be discussed in the following material, residential land values in the 95050 zip code rated superior to the 95054 zip code but inferior to the 95051 zip code; thus, the 95054-located comparable is adjusted upward and the 95051-located comparable is adjusted downward. Although Comparable VLD-2 backs to a public park, beyond the park is San Tomas Expressway, which is within about 200 feet of this comparable and is not separated by a sound wall, rating inferior to the subject; an overall upward adjustment is concluded for this element of comparison. Comparable VLD-4 and VLD-5 are considered to be in a superior location with a higher median sales price and are therefore rated as overall superior to subject.

**Physical and Use/Zoning adjustments** were broken into elements that reflect property size, utility/topography, allowed land uses and density, intended use/development density, affordable housing component, park fees, and entitlement status.

Comparable VLD-3 is located at the elbow of two streets and thus has an irregular pie-slice shape; an upward adjustment is concluded for inferior utility. For this analysis, upward adjustment was warranted for the lower densities of Comparables VLD-2, and VLD-3. Each comparable warrants downward adjustment for having either no park fees or for having lower park fees than the hypothetical subject lot.

## **Conclusion**

Following adjustment for the elements summarized on the grid, we concluded to the overall ratings displayed at the bottom of the sales grid. Bracketed by the comparable ratings, giving most weight to the sale comparables located in Santa Clara, we concluded to the following unit value of unentitled very low-density residential land in the 95050 zip code:

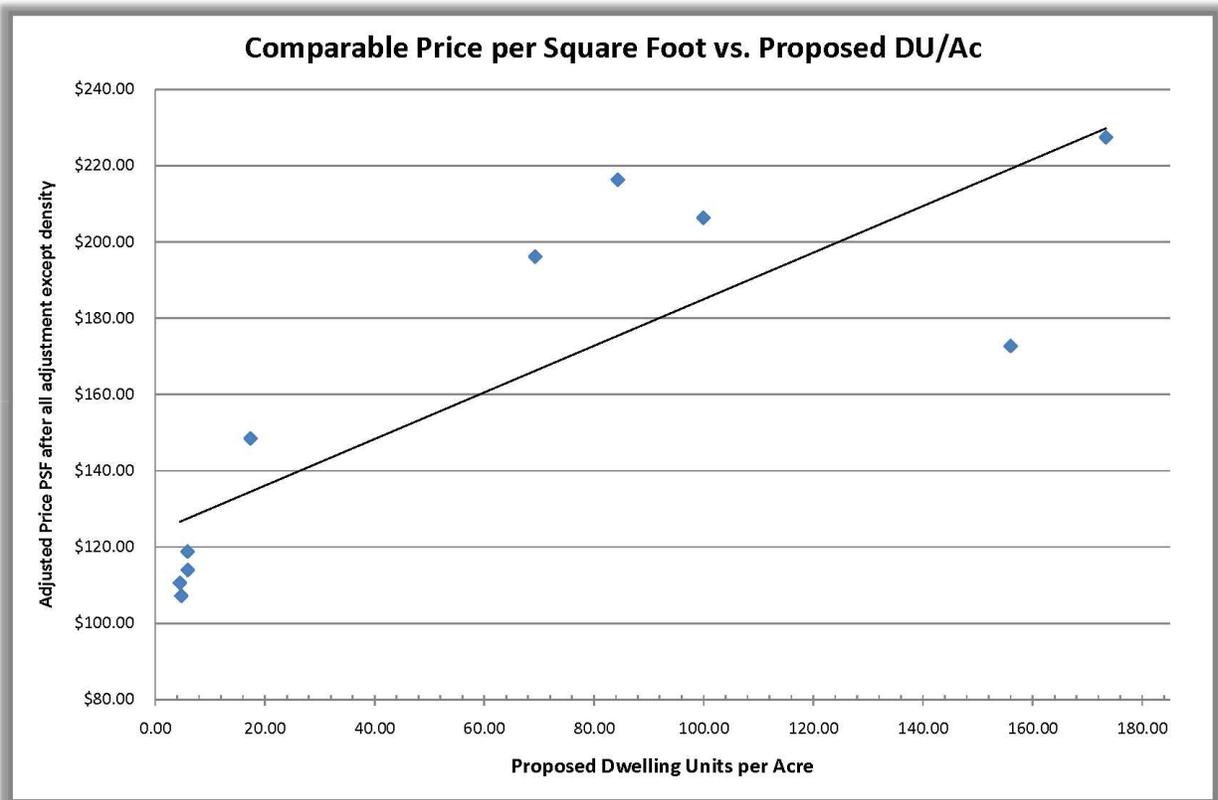
<b>Unit \$/SF</b>	<b>x</b>	<b>Land Area (SF)</b>	<b>=</b>	<b>Indicated Value</b>
\$125	x	43,560	=	\$5,445,000

### **Estimated Market Value of a 1-Acre**

**Very Low-Density Residential Lot in 95050 Zip Code:                   \$5,445,000**

## **Low Density Land Value**

For the low-density value component, the City's land use classification cites a low-density range of 8-19 dwelling units/acre (DU/Acre), which is greater than the maximum 10 DU/Acre allowed in the very low-density classification. We assumed a density of 13 DU/Acre, about the mid-point of the density range. In the market, the primary value difference between very low and low-density land relates to density. The density adjustment was estimated based on the relationship between price per SF and density, as evidenced by the comparables. In the chart below, we plotted the preceding very-low density comparables and the high-density comparables used in the following high-density value scenario.



As shown in the chart above, the price per square foot of land increases with increasing density. This is congruent with our observations in the market that as density increases, price per SF of land typically increases. The difference in pricing for changing densities is clear when comparing the lowest to the higher densities. And the price/SF difference is less when comparing the median to higher densities. We concluded there is a difference in value/SF between the preceding very low density and low-density residential which has a higher density. The trendline in the chart above indicates that the appropriate unit value based on a density of 13 dwelling units per acre would be about \$132 per square foot. However, by graphing only the very low density sales, the following occurs:



### **High Density Land Value**

Similar to the preceding very low-density land search, we searched data sources for high and medium-high density residential land transactions and examined data that was discovered by talking to brokers, agents, property owners, and market participants from within the subject market. We also reviewed development reports provided by the planning departments of Santa Clara and other nearby cities.

As stated above, for the high-density value component, we assumed a density of 45 dwelling units per acre, a little higher than the midpoint of the allowed range under the High Density General Plan designation, which allows 37-50 dwelling units per acre. The sales we found most comparable are displayed on the next grid. A map showing the location of these comparables is displayed in the Addenda. A parcel map for each comparable sale is also displayed in the Addenda. Selling prices were verified using our summary transcript of the public record and conversations with selling and listing brokers/agents, sellers, and buyers. We were unable to confirm the details of Comparable HD-2 with a party to the transaction. We relied on published data, city records, subscription service data, news articles, and information available from a summary transcript of the public record for transaction details regarding these comparables.

**Real Estate Appraised: Three Hypothetical One-Acre Lots, One for Each Zip Code, Santa Clara, CA**

**HIGH DENSITY COMPARABLE LAND SALES**

ELEMENT OF ADJUSTMENT	SUBJECT	COMPARABLE HD-1	COMPARABLE HD-2	COMPARABLE HD-3	COMPARABLE HD-4	COMPARABLE HD-5
ADDRESS	Average Street	950 Monroe St	1601 Civic Center Drive	3941 Stevens Creek Blvd.	2303-2319 Calle Del Mundo	2221-2251 Calle De Luna 2232-2246 Calle Del Mundo
APN	Santa Clara	Santa Clara 269-20-086	Santa Clara 224-49-006	Santa Clara 294-39-010	Santa Clara 097-05-060 & 061	Santa Clara 097-46-020 & 027
SELLER		Von Raesfeld Family Partnership	K & K Outdoor Advertising LLC	MB Exclusively Properties LLC	Beta & Properties LLC	Laison LLC/2232 Calle Del Mundo LLC
BUYER		Lamb Partners LLC	CIVIC Center LP	CRP The Meridian LP	2263 Calle Del Mundo LLC	GS Tasman East Subsidiary, LLC
DOCUMENT NUMBER		24395084	24380714	25233709	24840021	25062330/25062315
SALE / LISTING PRICE		\$4,700,000	\$12,100,000	\$5,075,000	\$8,000,000	\$21,995,000
SALE / OFFERING PRICE PER SF		\$207.73	\$197.03	\$197.47	\$181.83	\$235.95
<b>TRANSACTIONAL ADJUSTMENTS</b>						
REAL PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple (Short Term Leases)	Fee Simple	Fee Simple	Fee Simple	Fee Simple
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
FINANCING TERMS		Conventional	Conventional	Conventional	Conventional	Conventional
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
CONDITIONS OF SALE		Assemblage	Arm's-Length	Arm's-Length	Assemblage	Assemblage
ADJUSTMENT		-5.00%	0.00%	0.00%	-5.00%	-5.00%
EXPENDITURES AFTER SALE		Demolition Offset	Demolition of 30k SF Office Bldng	Demolition Offset	Demolition Offset	Demolition Offset
ADJUSTMENT		0.00%	1.65%	0.00%	0.00%	0.00%
CLOSE OF ESCROW		February 3, 2020	January 15, 2020	February 03, 2022	February 19, 2021	August 11, 2021
TIME OF SALE / MARKET CONDITION	December 31, 2021	December 2018	Est. Sept 2019	April 2021	Est. April 2019	Est. Feb. 2020
MONTHS FROM START 1Q-2019 THROUGH 4Q-2019		12	3	0	8	0
ADJUSTMENT @ % PER MONTH		0.00%	0.00%	0.00%	0.00%	0.00%
MONTHS FROM START 1Q-2020 THROUGH 4Q-2020		12	12	0	12	10
ADJUSTMENT @ % PER MONTH		0.00%	0.00%	0.00%	0.00%	0.00%
MONTHS FROM START 1Q-2021 THROUGH 4Q-2021		12	12	8	12	12
ADJUSTMENT @ % PER MONTH		0.00%	0.00%	0.00%	0.00%	0.00%
ADJ PRICE/SF AFTER TRANSACTIONAL ADJS		\$197.35	\$200.29	\$197.47	\$172.74	\$224.15
<b>LOCATIONAL ADJUSTMENTS</b>						
EXPOSURE / VISIBILITY	Average	Similar/Corner	Similar	Similar	Similar	Similar
ACCESS	Average	Similar	Similar	Similar	Similar	Similar
APPEAL/SITE INFLUENCES	Average	Similar	Similar	Similar	Similar	Similar
ZIP CODE	95050	95050	95050	95051	95054	95054
OVERALL LOCATIONAL RATING		Similar	Similar	Similar	Similar	Similar
<b>PHYSICAL ADJUSTMENTS</b>						
SITE SIZE (ACRES)	1.00	0.52	1.41	0.59	1.01	2.14
SITE SIZE (SF)	43,560	22,625	61,411	25,700	43,996	93,218
UTILITY/TOPOGRAPHY	Rectangular / 1 Street Front	Mostly Rectangular/2 Frontages	Mostly Rectangular/Deed Rest	Rectangular / 2 Street Fronts	Rectangular / 1 Street Front	Mostly Rectangular / 3 Street Fronts
<b>USE/ZONING ADJUSTMENTS</b>						
ZONING		CC (Community Commercial)	OG	CT	TN (Transit Neighborhood)	TN (Transit Neighborhood)
GENERAL PLAN	High Density Residential	Community Mixed Use	Community Commercial	Community Mixed Use	High Density Residential	High Density Residential
ALLOWED DENSITY (dwelling units per acre)	37-50	N/A	N/A	20-36	Minimum 100	Minimum 100
NUMBER OF UNITS	45	36 (Pro Rata)	119	59	303	371
ESTIMATED / PROPOSED DU/ACRE	45.0	69.3	84.4	100.0	300.0	173.4
INTENDED USE	Residential	Mixed-Use Condos and Retail	Affordable Housing	Affordable Housing	Residential	Residential
AFFORDABLE HOUSING COMPONENT	10% or in-lieu	10% or in-lieu	Yes / 100%	Yes / 100%	In-lieu Fee	In-lieu Fee
PARK FEE COMPONENT PER UNIT	\$36,908	\$32,688	\$31,058	\$33,536	\$21,683	\$30,918
ENTITLEMENT STATUS	Has Zoning & GP	Had General Plan	Needs Zoning and General Plan	Had General Plan	Has Zoning & GP	Has Zoning & GP
OVERALL PHYSICAL & USE/ZONING RATING		Slightly Superior	Slightly Superior	Slightly Superior	Slightly Inferior	Slightly Superior
OVERALL RATING - SUBJECT SHOULD SELL FOR		LESS	LESS	LESS	MORE	LESS

## **Adjustment Process**

*Transactional adjustments* were made sequentially for property rights conveyed, financing terms, conditions of sale/motivation of participants, expenditures incurred by the buyer after the sale, i.e. demolition costs, and market conditions since the sale date.

Comparable HD-1 was purchased as part of an assemblage—the buyer had recently purchased two adjacent properties. Similarly, Comparables HD-4, and HD-5 were also purchased as part of an assemblage. Based on the data, a downward adjustment is warranted for motivation on the part of the buyer.

Comparables HD-1, HD-3, HD-4, and HD-5 required the demolition of existing improvements before their new, intended use could be realized. We concluded this expense was offset by the interim income from the improvements. So, no additional adjustment was warranted for this element of comparison.

Comparable HD-2 is a closed transaction of an infill site improved with a vacant 30,000 square foot office building. This building will require demolition prior to redevelopment, estimated at \$200,000, based on our observation and cost data. This element of comparison is shown as an upward adjustment on the Expenditures After Sale line.

*Locational adjustments* were broken into elements that reflect the property's identity to potential tenants or buyers (exposure, visibility), access (to freeways and amenities), and overall desirability of the location based on neighborhood factors such as age and condition of nearby properties, proximity to enhancing or detrimental factors, or an identifiable valuation element relating to address (locational appeal, zip code). Locational adjustments were warranted for the elements of comparison summarized on the grid.

*Physical and Use/Zoning adjustments* were broken into elements that reflect property size, utility/topography, allowed land uses and density, intended use/development density, affordable housing component, park fees, and entitlement status. Physical and use/zoning adjustments were warranted as summarized on the grid.

Comparable HD-1 and HD-3 both had two street frontages, allowing for greater design flexibility, rating superior utility, and warranting downward adjustment. Comparables HD-4, and HD-5 both are zoned Transit Neighborhood and have a minimum density of 100 dwelling units per acre. Comparable HD-3 will have 100% affordable housing and was given a 15% credit on the park fees. Comparable HD-4 has been given a credit of \$1,290,000 for park fees in exchange for 14,000sf of dedicated park space and private amenities. The comparables proposed building densities/acre bracket the subject; the highest densities warrant downward adjustment and the

lower densities warrant an upward adjustment. Comparables HD-1 and HD-2 will require a zoning change or general plan amendment to allow for residential and an upward adjustment is warranted for this element of comparison. The comparables with approved entitlements rated superior to the subject's unentitled status and are adjusted downward. Park impact fees varied somewhat based upon the use and timing of the fee.

### **Conclusion**

Following adjustment for the elements summarized on the grid, we concluded to the overall ratings displayed at the bottom of the grid. The comparables were analyzed based on a price per square foot and a price per unit units of comparison. The range of adjusted values is more consistent on a price/SF basis rather than a price/density unit basis; therefore, the price/SF is utilized as the primary comparison of value. Bracketed by the comparable ratings, the following value of unentitled high-density 45 DU/Acre residential land in the 95050 zip code is concluded:

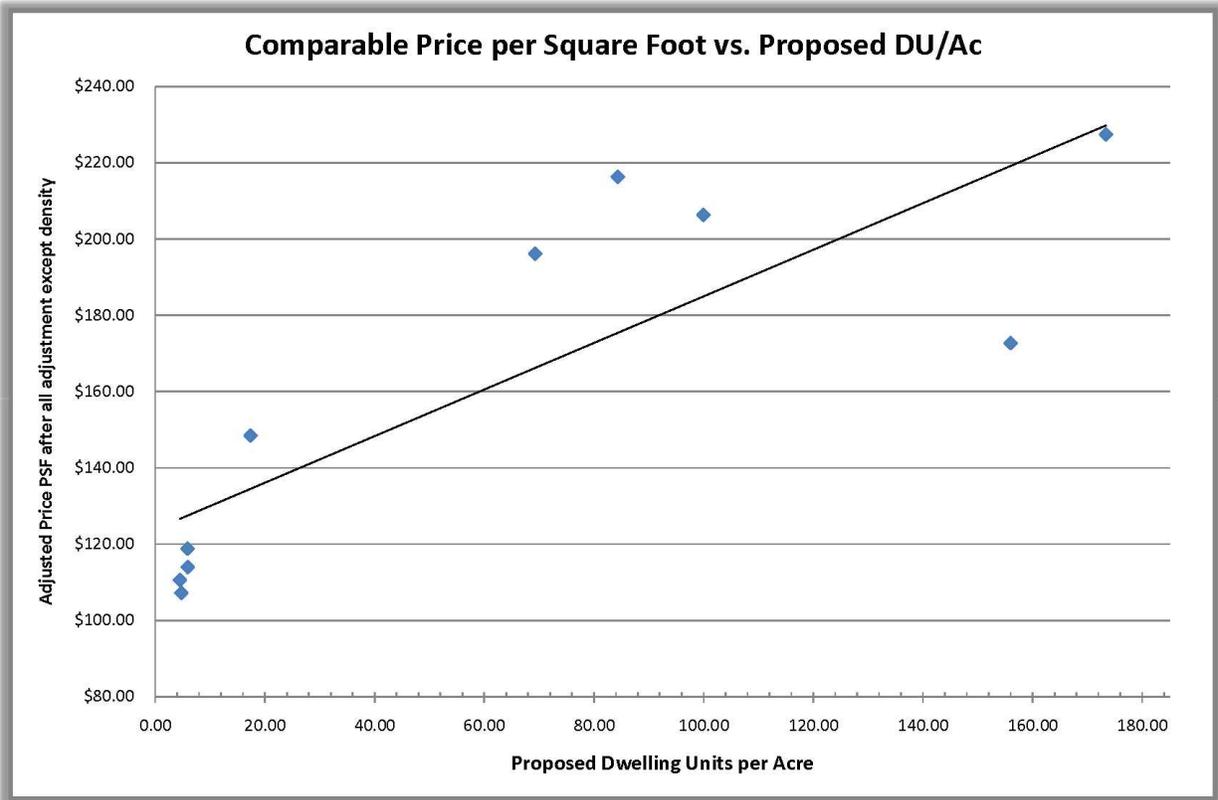
<b>Unit \$/SF</b>	<b>x</b>	<b>Land Area (SF)</b>	<b>=</b>	<b>Indicated Value</b>
\$195	x	43,560	=	\$8,494,200

#### **Estimated Market Value of a 1-Acre**

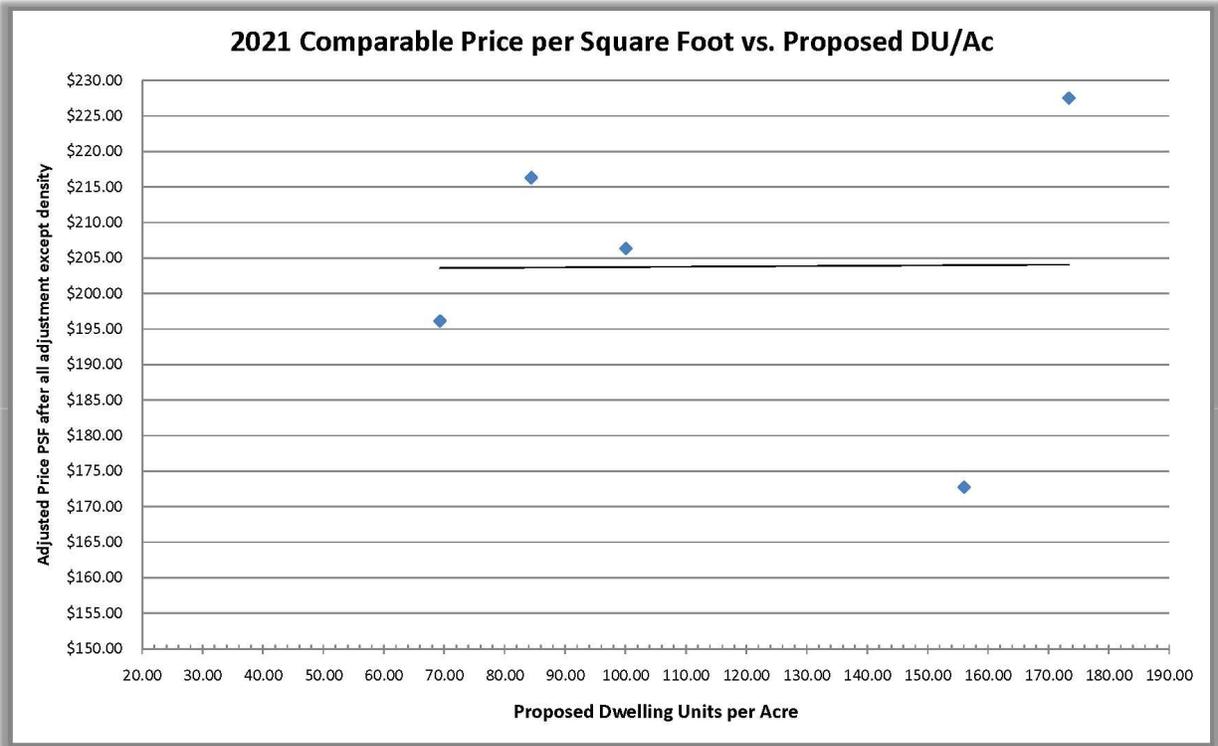
**High-Density Residential Lot in 95050 Zip Code:                      \$8,494,200**

### **Medium Density Land Value**

For the medium-density value component, a density of 30 dwelling units per acre is assumed, slightly above the midpoint of the allowed range under the Medium Density General Plan designation, which allows 19-36 dwelling units per acre, because buyers typically build to the higher end of allowed density. In the market, the primary difference between the medium-density land value and high-density land value relates to density. The density adjustment was estimated based on the relationship between price per SF and density, as evidenced by the comparables. In the chart below, we plotted the preceding high-density comparables and the very-low density comparables used in the preceding low-density value scenario. We graphed the change in land value per square foot versus the change in density.



As stated in the preceding material, the data shows the price per square foot of land increases with increasing density, which is congruent with our observations in the market. The difference in pricing for changing densities is clear when comparing the lowest to the higher densities. The chart above indicates that at a density of about 30 dwelling units per acre, the indicated price per square foot is about \$140 to \$145, but is somewhat skewed by the cluster of low density sales. The next chart removes the low density comparables and includes only the higher density comparables:



The chart above indicates that at a density of about 30 DU/acre, the indicated price per square foot is about \$200 to \$205 per square foot. This is slightly more than the high density value concluded above, which may be due in part to the higher cost of underground parking typically found in more dense projects. Based on the preceding comparable data, giving greater weight to the more comparable similar density range and the higher density sales chart above, with a density of 30 DU/acre for the medium-density land use, a unit value of **\$200/SF** is concluded.

**Conclusion**

We concluded to the following medium-density value in the 95050-zip code for 1-acre of land:

Unit \$/SF	X	Land Area (SF)	=	Indicated Value
\$200	x	43,560	=	\$8,712,000

**Estimated Market Value of a 1-Acre  
Medium-Density Residential Lot in 95050 Zip Code:           \$8,712,000**

**Commercial Land Value**

Like the search for residential land sales data, we searched similar data sources and examined data that was discovered by talking to brokers, agents, property owners, and market participants

from within the subject market. We searched for recent sales of competing retail and office properties throughout Santa Clara and nearby cities. Those we found most comparable are displayed on the grid on a following page. A map showing the location of these comparables is displayed in the Addenda.

**Real Estate Appraised: Three Hypothetical One-Acre Lots, One for Each Zip Code, Santa Clara, CA**

<b>COMMERCIAL LAND COMPARABLE SALES</b>						
<b>ELEMENT OF ADJUSTMENT</b>	<b>SUBJECT</b>	<b>Comparable C-1</b>	<b>Comparable C-2</b>	<b>Comparable C-3</b>	<b>Comparable C-4</b>	<b>Comparable C-5</b>
ADDRESS		3375 El Camino Real	3378 El Camino Real	1125 Coleman Avenue	855 E Homestead Road	1220 Oakmead Pky.
APN	Santa Clara	Santa Clara 220-02-049	Santa Clara 290-02-102	San Jose 230-46-093	Sunnyvale 309-51-005	Sunnyvale 216-44-048
SELLER		Norma E Rice, Trustee	An S Shin	Cap Phase 1 LLC	Sundby Living Trust	Princeton Garden Properties LLC
BUYER		3375 Camino City Square LLC	Veguard USA LLC	San Jose Hotel Investments LLC	SST Investments LLC	BPR Properties UCSC LLC
SALE PRICE		\$9,925,000	\$5,340,000	\$9,800,000	\$6,400,000	\$4,450,000
PARCEL SIZE (Acres)	1.00	1.630	0.877	1.873	1.130	0.970
PARCEL SIZE (SF)	43,560	71,003	38,211	81,588	49,223	42,240
SALES PRICE/SQUARE FOOT		<b>\$139.78</b>	<b>\$139.75</b>	<b>\$120.12</b>	<b>\$130.02</b>	<b>\$105.35</b>
DOCUMENT NUMBER		24595053	24569843	24339364	24998730	25091522
EXPOSURE TIME		2 Months	Off Market (6 Months in 2019)	Unknown	2 Months	1 Month
<b>TRANSACTIONAL ADJUSTMENTS</b>						
REAL PROP. RIGHTS CONVEYED		F. Simple (Short-term Leases)	F. Simple (Short-term Leases)	Fee Simple	Fee Simple	Fee Simple
FINANCING TERMS \$		All Cash	All Cash	Construction Loan	All Cash	Conventional
CONDITIONS OF SALE		Arm's-Length/Improved	Arm's-Length/Improved	Arm's Length	Arm's-Length/Improved	Arm's-Length/Improved
	<i>ADJUSTMENT</i>	-15.0%	-11.0%	0.0%	0.0%	0.0%
EXPENDITURES AFTER PURCHASE		None	None	None	Demolition Offset by Income	Demolition Offset by Income
	<i>ADJUSTMENT</i>	0.0%	0.0%	0.0%	0.0%	0.0%
CONTRACT DATE / MKT CONDITIONS	December 31, 2021	July 2020	June 2020	Est. September 2019	March 2021	August 2021
RECORDING DATE		August 31, 2020	August 10, 2020	November 22, 2019	June 17, 2021	September 08, 2021
MONTHS FROM END 1Q-20 THROUGH 4Q-21		5	7	9	9	3
	<i>Adjustment rate per month</i>	-3.75%	-5.25%	-6.75%	-6.75%	-2.25%
ADJ. PRICE/SF WITH TRANS. ADJ.		<b>\$114.36</b>	<b>\$117.85</b>	<b>\$112.01</b>	<b>\$121.24</b>	<b>\$102.98</b>
<b>LOCATIONAL ADJUSTMENTS</b>						
EXPOSURE	Average	Superior/Corner	Similar	Corner/Inferior Traffic	Similar	Similar
APPEAL/SITE INFLUENCES/ACCESS	Average	Similar	Similar	Superior/Access	Similar	Similar
ZIP CODE	95050	95051	95051	95110	94087	94085
LOCATIONAL COMPARISON		Superior	Similar	Similar	Similar	Similar
<b>PHYSICAL &amp; USE/ZONING ADJUSTMENTS</b>						
PARCEL SIZE (Acres)	1.000	1.630	0.877	1.873	1.130	0.970
UTILITY	Average	Similar	Similar	Similar	Similar	Similar
OFF-SITE IMPROVEMENTS	Finished Lot	Similar	Similar	Similar	Similar	Similar
ZONING-GENERAL PLAN	CT / Regional Commercial	CT / Community Mixed-Use	CT / Community Mixed-Use	A(PD) / Combined Ind/Comm	O/PD / Commercial	MS / Industrial
PROPOSED USE(S)	Commercial	Retail in Near-Term	Retail in Near-Term	Hotel/Entitled	Office or Preschool	Hotel
PHYSICAL & USE/ZONING COMPARISON		Superior	SI Superior	Superior	Superior	Superior
SUBJECT SHOULD SELL FOR:		Less	SI Less	Less	Less	Less

## **Adjustment Process**

The adjustment methodology was similar as above for the residential land sales.

*Transactional adjustments* were warranted. As described above, due to a lack of commercial land sales, some improved sales were utilized for which the improvements contributed little to the overall selling price. Comparables C-1, C-2, C-4, and C-5 were improved.

Comparable C-1 was marketed as a development site; the eventual buyer planned to continue the retail uses. Based on a discussion with the listing broker, our observations, and the age and condition of these improvements, which comprised about 25,150 SF, the contributory value was estimated at about \$60 per square foot of building area, or about 15% of the selling price as shown on the adjustment grid. This is shown as a downward adjustment. Similarly, the sale of Comparable C-2 included about 7,800 square feet of improvements dating from the late 1950s; each contributed to the overall selling prices. Based on our observations and discussions with the broker, the contributory value for each of these buildings was estimated at about \$75 per square foot of building area, or about 11% and 16%, respectively of the selling prices as shown on the adjustment grid. These are shown as downward adjustments.

Comparable C-4 included a 6,295 square foot restaurant building originally constructed in 1972. This site was being sold for land value and the restaurant was leased month-to-month. We concluded that the cost of demolition would be offset by rental income.

Comparable C-5 included a 5,515 square foot restaurant building. The building was vacant at the time of sale, but could have been leased on a month-to-month basis. We concluded that the cost of demolition would be offset by rental income.

Market conditions adjustments were applied from the contract date through the date of opinion using the degree of adjustment(s) discussed in the Market Conditions section.

*Locational adjustments* were broken into elements that reflect the hypothetical property's identity to potential tenants, buyers, or occupants (exposure, visibility), access (to freeways and amenities), and overall desirability of the location based on neighborhood factors such as age and condition of nearby properties, proximity to enhancing or detrimental factors, or an identifiable valuation element relating to address (locational appeal). Locational adjustments were warranted as summarized on the grid. Note that Comparable C-3 does not face Coleman Ave despite its Coleman Ave address.

*Physical and Use/Zoning adjustments* were considered for size, utility, off-site improvements, zoning/General Plan, and planning/entitlement status. Within the range of the comparables, larger Comparables C-1 and C-3 warranted upward adjustment. Among the differences in land use ordinances, those of Comparables C-1 and C-2 were more favorable and warranted a



distressed sale as the seller's business had dried up due to the pandemic. Furthermore, the buyer and seller had a previous relationship and the broker represented both sides. For these reasons, it was not appropriate to use as a comparable.

### INDUSTRIAL LAND COMPARABLE SALES

ELEMENT OF ADJUSTMENT	SUBJECT	COMPARABLE I-1	COMPARABLE I-2	COMPARABLE I-3	COMPARABLE I-4	COMPARABLE I-5
ADDRESS	Average Street Santa Clara	2225 Martin Ave Santa Clara	2175 Martin Ave Santa Clara	1535 & 1575 Industrial Ave San Jose	365 Reed St Santa Clara	980 Martin Avenue Santa Clara
APN		224-10-119	224-10-115	237-30-020 & 025	230-47-105	224-62-010
SELLER		Project 38 LLC	LVP Martin Ave Assocs LLC	Frank J. & Leslie A. Mangione	Reed Street Associates	980 Martin Avenue LLC
BUYER		2225 Martin Property LLC	2175 Martin Property LLC	LBA RVI Company XLIV LLC	Prosperous Corgi Holdings 1 LLC	Mark & Kelly Vermi LLC
SALE PRICE		\$28,250,000	\$13,900,000	\$12,800,000	\$5,358,000	\$2,200,000
DOCUMENT NUMBER		25195861	25020411	24902328	24721853	24381016
BONDS ASSUMED / SF		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST TO BUYER / SF		\$157.03	\$189.94	\$81.17	\$104.70	\$108.37
<b>TRANSACTIONAL ADJUSTMENTS</b>						
REAL PROPERTY RIGHTS CONVEYED	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
FINANCING TERMS		Conventional	All Cash	Conventional	All Cash	Conventional
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
CONDITIONS OF SALE		Arm's-Length	Arm's-Length	Arm's-Length	Arm's-Length	Purchase by Tenant
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	-10.00%
ADDITIONAL COSTS TO BUYER		Demolition Offset	Demolition Offset	Demolition Offset	None	None
ADJUSTMENT		0.00%	0.00%	0.00%	0.00%	0.00%
CONTRIBUTORY VALUE OF IMPROVEMENTS		None	None	None	Yes/24,145 SF	Yes/4,000 SF
ADJUSTMENT		0.00%	0.00%	0.00%	-22.53%	-13.64%
CLOSE OF ESCROW		12/15/2021	7/7/2021	4/1/2021	11/24/2020	1/15/2020
TIME OF SALE / MARKET CONDITION	December 31, 2021	ND	June 2021	September 2020	September 2020	November 2019
MO'S FROM SALE THROUGH Dec. 31, 2020		0	0	3	3	13
ADJUSTMENT @ % PER MONTH	0.75%	0.00%	0.00%	2.25%	2.25%	9.75%
ADJUSTED PRICE / SF		\$157.03	\$189.94	\$83.00	\$82.94	\$92.45
<b>LOCATIONAL ADJUSTMENTS</b>						
EXPOSURE/VISIBILITY	Average	Similar	Similar	Sup/Fwy	Similar	Similar
ACCESS	Average	Similar	Similar	Similar	Similar	Similar
NEIGHBORHOOD APPEAL	Average	Similar	Similar	Inferior	Similar	Similar
ZIP CODE	95050	95050	95050	95112	95050	95050
OVERALL LOCATIONAL RATING		Similar	Similar	Inferior	Similar	Similar
<b>PHYSICAL &amp; USE/ZONING ADJUSTMENTS</b>						
PARCEL SIZE (ACRES)	1.00	4.13	1.68	3.62	1.17	0.47
PARCEL SIZE (SF)	43,560	179,903	73,181	157,687	51,174	20,300
UTILITY	Average	Similar	Similar	Similar	Similar	Similar
OFF-SITES	Finished Lot	Similar	Similar	Similar	Similar	Similar
INTENDED USE		Industrial	Industrial	Industrial	Industrial	Contractor Yard
ZONING	Heavy Industrial	Light Industrial	Light Industrial	Heavy Industrial	Light Industrial	Heavy Industrial
GENERAL PLAN	Light Industrial	Low Intensity Office/R&D	Low Intensity Office/R&D	Heavy Industrial	Light Industrial	Heavy Industrial
OVERALL PHYSICAL & USE/ZONING RATING		Similar	Superior	Inferior	Inferior	Inferior
OVERALL RATING, SUBJECT SHOULD SELL FOR:		SIMILAR	LESS	MORE	MORE	MORE

## **Adjustment Process**

Adjustments were considered for and applied in a similar manner as above for the commercial sales. Because there are few industrial land sales in this market, we used two sales that were improved with buildings that contributed value to the selling price: Comparables I-4 and I-5. To estimate the residual land value of these transactions, we estimated and deducted the contributory value of the building improvements based on our observations, feedback from the verifying broker(s), and the adjustment that was a good fit for the data. Additionally, data center land sales (see Industrial Land Comparables I-1 and I-2) are the most recent industrial sales that we uncovered.

Comparable I-5 was purchased by the tenant and based on the data, a downward adjustment was warranted for buyer motivation. After making all other adjustments first, a downward adjustment was warranted for motivation on the part of the buyer.

Market conditions adjustments were applied at the rate concluded to in the Market Conditions section. As stated in the preceding material, industrial property in the City of Santa Clara (and Silicon Valley in general) continues to be in demand, supported by rising asking rental rates, generally stable vacancy rates, and the opinions of market participants.

Like the commercial sales grid, locational adjustments were considered for exposure, visibility, access (to freeways and amenities), and overall desirability of the location, including zip code. Sale I-3 was adjusted downward for its inferior San Jose location. Locational adjustments are warranted as summarized on the grid.

Physical and use/zoning adjustments were considered for size, utility, intended use, zoning, general plan land use designation, and off-site improvements. Both I-1 and I-2 were purchased by Prime Data Centers. For I-1 the buyer plans to develop a 207,000 square foot data center with a 32MW capacity. For I-2 the buyer plans to develop a three story 80,000 square foot data center with a reported 9MW capacity. The selling agent report that the property sold entitled and has a “will serve letter” from Silicon Valley Power. These sales were adjusted downward for the entitlements. Within the range of the comparables, only Comparable I-5 rated superior for its smaller site size, warranting a downward adjustment. Any other warranted adjustments are summarized on the grid.

## Conclusion

Following the adjustments discussed above and considering the overall rating comparison for each comparable, the unit values of the most recent comparables suggested a land value in the \$130 to \$135 per square foot range.

We concluded to the following for industrial land in the 95050 zip code:

Unit \$/SF	x	Land Area (SF)	=	Indicated Value
\$130		43,560		\$5,662,800

**Estimated Market Value of a 1-Acre  
Industrial Lot in Zip Code 95050:                      \$5,662,800**

### Average Value Estimate in 95050 Zip Code

The average value was estimated by applying a weighted average based on the land area of the total sales in Santa Clara in 2021 by property type. The information was obtained from Old Republic Title Company (ORTC). *It was an extraordinary assumption of this appraisal that the land areas provided by Old Republic Title Company were accurate.*

ORTC reported a total of 1,442 sale transactions in Santa Clara in calendar year 2021. These included 31 commercial sales, 26 industrial sales, 731 residential single-family sales, 50 2-4 residential unit sales, and 587 medium to high-density residential sales which comprised residential unit sales greater than 5 units, condominiums, and townhomes. This compares to 922 total transactions reported in 2020 by ORTC.

Residential transactions included single family, townhomes, and condominiums, 2 to 4 unit, and residential units greater than 5 units. Of the total residential sales, and similar to the 2016, 2017, and 2020 data, single family transactions comprised the most land area, as shown in the next table, in 2021. In 2019, commercial and industrial sales comprised about half of the total land area in the city by area. In both 2020 and 2021, a greater percentage of land area sold in the city was residential. This will result in higher 2021 values for the hypothetical 1-acre lot because residential land in this market transacts at higher unit prices than commercial and industrial. This is congruent with overall market trends over the last year.

The total number of land square feet (SF) sales (broken out by property type) is reflected in the next table:

2021 City of Santa Clara Sales		
Sale Type	Land SF	Total Percent
Commercial	1,197,542	11.25%
Industrial	3,275,752	30.76%
Very Low Density Residential	4,654,623	43.71%
Low Density Residential	394,618	3.70%
Medium to High Density Residential	1,126,563	10.58%
<b>Total</b>	<b>10,649,098</b>	<b>100.00%</b>

Source: Old Republic Title Company

Old Republic Title Company provided the data depicted in the preceding table, segregated by property type. The single-family sales were grouped into very low density, 2-4 residential sales were grouped into low-density, the townhome and condominium data were grouped into the medium to high-density residential, retail and office was grouped into commercial, and industrial, R&D, and manufacturing was designated industrial. As shown in the table, within the city limits of Santa Clara, commercial/industrial sales accounted for about 42.01% of the total while residential sales accounted for about 57.99% of the total.

### **Conclusion**

The Total Percent in the previous table was applied to the appropriate categories for each property type. Since the data provided by the title company did not segregate medium and high-density residential, we split the total percentage evenly between the two densities ( $10.58\% / 2 = 5.290\%$  to each). As shown in the next table, the appropriate weighted values are summed to produce the average value of a hypothetical 1-acre lot in the 95050 zip code:

2021 VALUES FOR 95050 ZIP CODE SUMMARY				
Land Use	Price per SF	Price per Acre	x Weighted Average	= Weighted Value
Very Low Density Residential	\$125	\$5,445,000	x 43.71%	= \$2,380,010
Low Density Residential	\$136	\$5,924,160	x 3.70%	= \$219,194
Medium Density Residential	\$200	\$8,712,000	x 5.290%	= \$460,865
High Density Residential	\$195	\$8,494,200	x 5.290%	= \$449,343
Commercial	\$95	\$4,138,200	x 11.25%	= \$465,548
Industrial	\$130	\$5,662,800	x 30.76%	= \$1,741,877
TOTAL AVERAGE VALUE				\$5,716,837

**Average Value of a Hypothetical 1-Acre  
Lot in the 95050 Zip Code: \$5,715,000 (Rounded)**

### **AVERAGE VALUE ESTIMATE IN 95051 ZIP CODE**

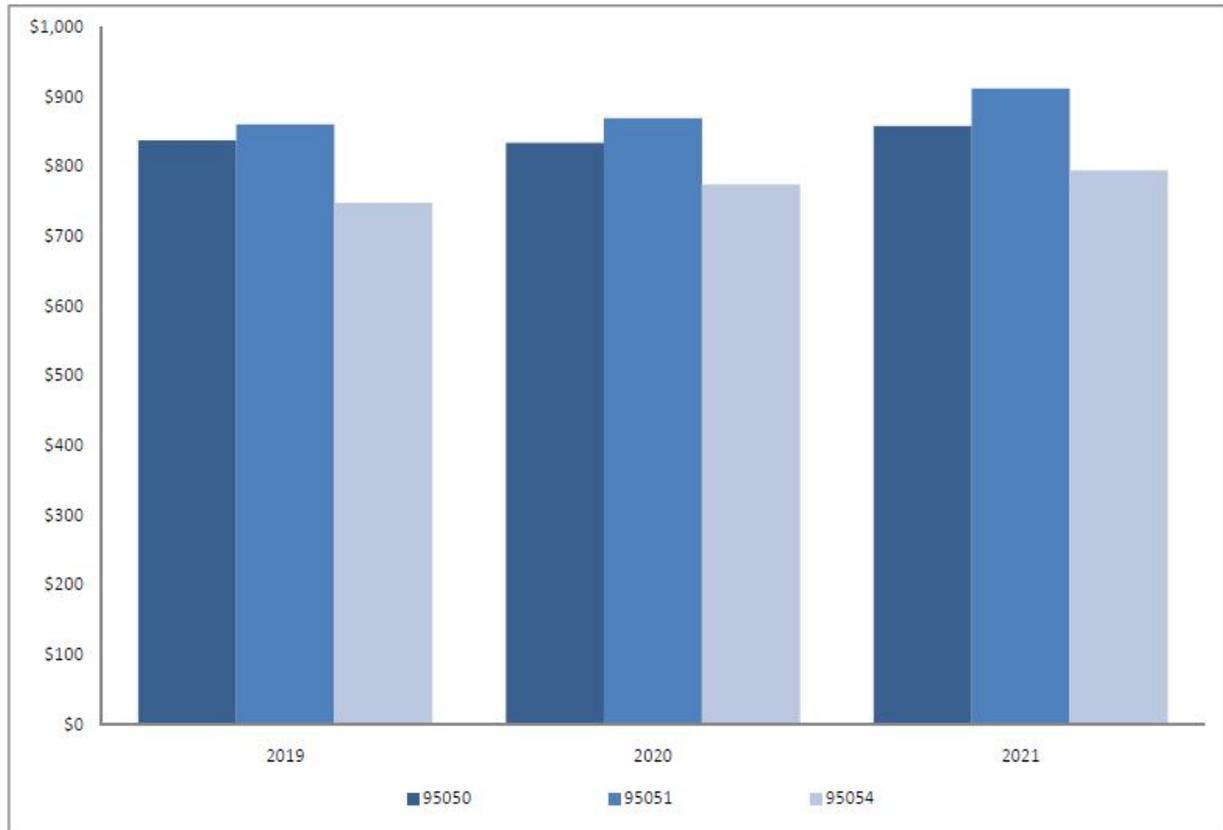
We estimated the value of 1 acre of land for zip code 95050 above. Following we apply any differences in value between the 95051 and 95050 zip codes to estimate the average value of one acre of land in 95051.

### **Estimating Differences Between Zip Codes**

Differences between the 95050 and 95051 zip code for each use was based upon market feedback and anecdotal information. We also considered differences in values/rents for the commercial and industrial uses, and compared median selling prices and rents for the residential uses.

### **Residential Difference**

Market participants and selling prices provided support that residential prices in the 95051 zip code are generally higher compared to the 95050 zip code. Some brokers believed that the 95050 area was slightly better due to Santa Clara University and a larger upper-middle class. Others pointed to the fact that the 95051 includes an area of the city close to Apple's headquarters and also within the Cupertino Union School District, a higher rated school district, which commands residential price premiums. Several brokers reported that some of the nicest neighborhoods in the City are in and around San Tomas Expressway, which bisects 95050 and 95051. One market participant opined that the neighborhoods in 95051 were generally safer and that insurance premiums were lower rendering 95051 to be more desirable. Recent residential yearly-summary median prices/SF and Year End 2021 median prices/SF between the 95050 and 95051 zip codes, as reported by CoreLogic, indicated the following:



The chart above indicates that the median selling price/SF has historically been higher in zip code 95051, corroborating the general consensus among market participants. In 2018 the median price per square foot was about 5.3% higher in 95051 than 95050. In 2019, the difference was about 2.7% and it was 4.1% in 2020. In 2021 the difference was 6.3%. The CoreLogic data indicated that the aggregate median selling price in 95051 was 14.6% higher than 95050 in 2018, 8.3% higher in 2019 and 16.7% higher in 2020. In 2021 the median selling price was 15.5% higher. This data supports the opinions of market participants that 95050 rates inferior to 95051.

In the next table, based on data reported by MLS the median price in 95051 has historically been higher than zip code 95050. In the most recent year 95051 was about 28% higher in December than 95050, however this appears to be an anomaly in the zip code 95050 as the fourth quarter had some of the lowest median selling prices reported in 2021. However, unlike CoreLogic which reports all recorded sales transaction, MLS only reports listings marketed on MLS, which often does not include all new construction. This is because builders, in the current market environment, often market their product in-house without using MLS, which is probably more cost effective and garners more marketing control to the builder.

Housing Type	Zip Code	December-19	December-20	December-21
SFR, Condo, & Townhouse	95050	\$1,210,000	\$1,265,000	\$1,230,000
	95051	\$1,425,000	\$1,415,000	\$1,575,000
	95054	\$1,202,500	\$1,128,000	\$1,450,000
<b>Source: Local MLS</b>				

Based on market feedback, historical norms, and giving more weight to the CoreLogic data, which includes all recorded transactions, supported by MLS data, we concluded 2021 residential prices in zip code 95051 were 10.0% higher than zip code 95050.

### **Commercial Difference**

We discovered that commercial land values are generally similar among commercial uses located along El Camino Real and Stevens Creek Blvd. within the 95050 and 95051 zip codes, which are the primary commercial corridors in Santa Clara. A comparison of the 3-year average asking rental rate (2018-2020), as compiled by CoStar, revealed that the average rents (for office and retail combined) between these zip codes were \$4.53/SF/Month in 95050 vs. \$3.49/SF/Month in 95051, or a difference of about 29.8% higher in 95050. This metric is skewed somewhat by newer retail construction over the last several years in 95050. The 4Q 2021 average rents for retail only between these zip codes were \$2.39/SF/Month in 95050 vs. \$3.05/SF/Month in 95051. A comparison of the 3-year average asking rental rate (2018-2020) among office properties as reported by CoStar was \$3.70/SF/Month in 95050 vs. \$3.83/SF/Month in 95051, or about 3.5% higher in 95051. Additionally, CoStar reported a lower vacancy rate in 95051 over the same period (2.14% vs. 6.00% among all office and retail). The 4Q 2021 average rents for office only between these zip codes were \$4.78/SF/Month in 95050 vs. \$4.08/SF/Month in 95051. The average selling price per square foot among these two zip codes was within 6% of each other over the last three years (2018-2020), \$451 in 95050 vs \$478 in 95051 for both office and retail properties. Based on market data, rental rates differences, selling price differences, and vacancy rate differences we concluded that commercial land values in 95051 rated 15% inferior to 95050.

### **Industrial Difference**

Among industrial properties, much of the product in the 95051 zip code is built as, or allows for R&D and higher intensity office uses, and greater floor area ratios, rating superior to 95050. Furthermore, about 65 acres of industrial lands in the 95051 zip code, around Kifer Rd and Lawrence Expressway, are converting to residential uses, reducing the supply of industrial properties, and pushing increasing demand and value for industrial at the same time. A comparison of the average rental rate per SF, as compiled by CoStar, showed that the average

rental rates were equal in 95051 during 2021 (\$2.21/SF vs. \$2.21/SF). The rental rates are partly skewed because there are a greater number of older buildings in 95050 and many of those buildings are more warehouse in nature, which command lower rental rates. The average selling price per square foot among these two zip codes was within about 6% over the last three years (2018-2020), \$325 in 95050 vs \$345 in 95051, according to CoStar. CoStar reported that investors were not active in 95051 during 2021 and therefore an accurate comparison cannot be made in 2021. Again, the difference in prior years is partly explained by the type of product within each zip code, with 95050 having older and generally lower quality finishes/build-out. A discussion with a local industrial broker felt that all areas of the city were generally comparable. After consideration for differences in asking rents, sale prices, and the opinions of the market, we concluded that industrial land prices rated about equal in 95051 compared to 95050.

**Conclusion of Value in 95051 Zip Code**

Based on the above, we concluded residential uses in zip code 95051 rated 10.0% superior, while commercial values rated 15% inferior, and industrial values rated similar. In the next table, the adjusted price per acre for each land use in the 95051 zip code was adjusted and the appropriate weighted values are summed to produce the average value of a hypothetical 1-acre lot in the 95051 zip code:

95051 ZIP CODE LAND USE VALUES & AVERAGE VALUE PER ACRE					
Land Use	95050 Average Price/Acre Weighted	x	Adjustment Factor	=	95051 Average Price per Acre
Very Low Density Residential	\$2,380,010	x	110.0%	=	\$2,618,011
Low Density Residential	\$219,194	x	110.0%	=	\$241,113
Medium Density Residential	\$460,865	x	110.0%	=	\$506,952
High Density Residential	\$449,343	x	110.0%	=	\$494,277
Commercial	\$465,548	x	85.0%	=	\$395,716
Industrial	\$1,741,877	x	100.0%	=	\$1,741,877
TOTAL AVERAGE VALUE PER ACRE					\$5,997,946

**Average Value of Hypothetical 1-Acre**

**Lot in the 95051 Zip Code:**

**\$6,000,000 (Rounded)**

**AVERAGE VALUE ESTIMATE IN 95054 ZIP CODE**

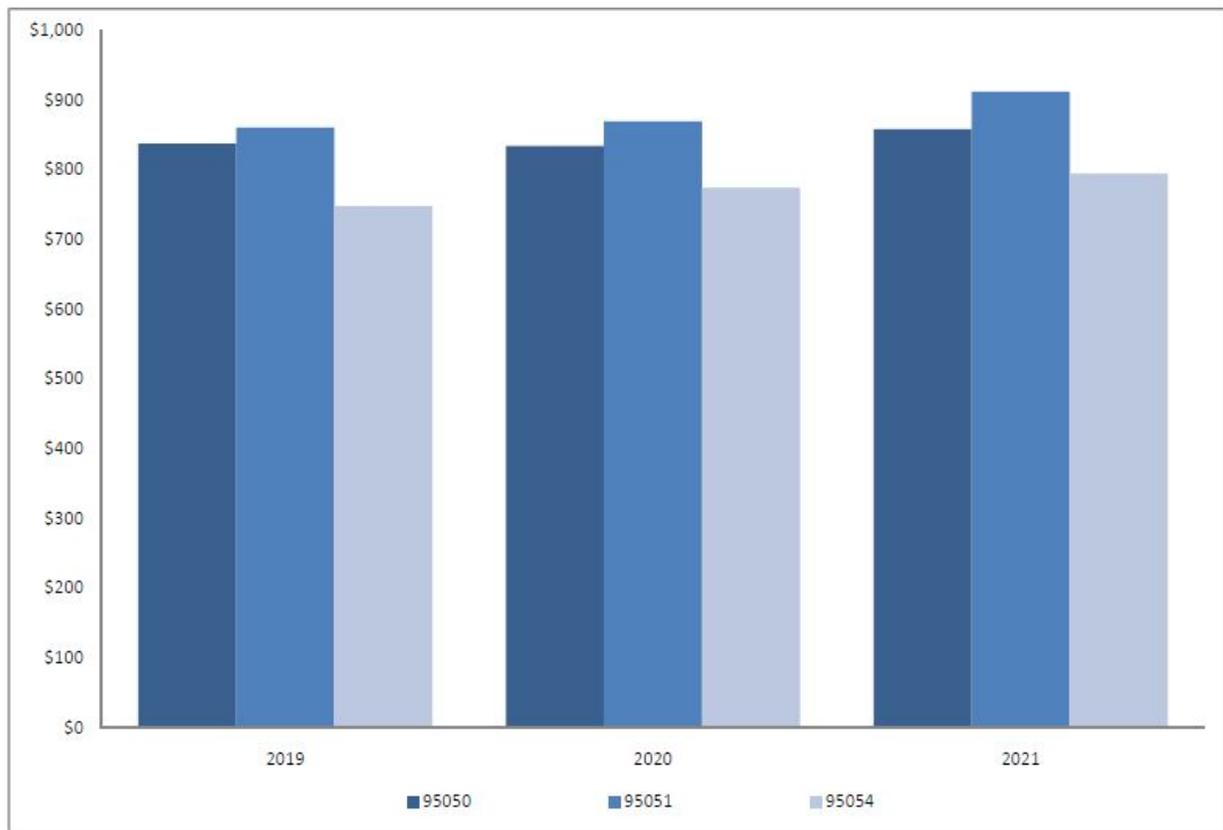
We utilize the same weighted land values from zip code 95050 and apply any differences in value between the 95054 and 95050 zip codes.

### **Estimating Differences Between Zip Codes**

For 95054 value conclusions, we applied the same methodology used above to estimate the value differences between the 95050 and 95051 zip codes.

#### **Residential Difference**

Median and average selling prices provided support that the residential prices in the 95054 zip code were generally similar or a little inferior when compared to the 95050 zip code. Brokers active in the market reported a range of opinions, that generally these two zip codes are not much different, but that 95054 tends to rate a little inferior. The 95054 zip code is affected by airport noise and has a higher concentration of higher-density housing units; there is less single-family selection and therefore fewer traditional residential neighborhoods with detached units. Recent yearly-summary median prices/SF for the 95050 and 95054 zip codes, as reported by CoreLogic, indicated the following:



The median selling prices/SF has been historically higher in the 95050 zip code. The CoreLogic data indicated that the aggregate median price in 95054 was 5.0% *lower* in 2019 and about 2.1%

lower in 2020. In 2021 the difference was about 2.7% lower. This data supports the opinions of market participants that 95054 generally rates inferior to 95050.

The next table is the same MLS data displayed above. In this data set the median price in 95050 ranged from about 12.1% more in 2020 and about 15% less in 2021 than in 95054 in the most recent year. However this appears to be an anomaly in the zip code 95050 as the fourth quarter had some of the lowest median selling prices reported in 2021. Again, unlike CoreLogic which reports all recorded sales transaction, MLS only reports listings marketed on MLS, which often does not include all new construction.

Housing Type	Zip Code	December-18	December-19	December-20
SFR, Condo, & Townhouse	95050	\$1,074,000	\$1,210,000	\$1,265,000
	95051	\$1,275,000	\$1,425,000	\$1,415,000
	95054	\$1,025,000	\$1,202,500	\$1,128,000
<b>Source Local MLS</b>				

Based on market data, the opinions of market participants, and giving more weight to the CoreLogic price differences, which includes new and resale residential construction, we concluded that residential land prices in zip code 95054 were lower than zip code 95050, on the order of 5%.

### **Commercial Difference**

Most of the new commercial planned or proposed for the 95054 zip code comprises office and hotel uses, however, there are several mixed-use projects in process, notably Related Santa Clara. This area of Silicon Valley includes the Golden Triangle and has historically supported higher intensity uses and properties offering freeway visibility (U.S. 101 and CA-237). The addition of Levi's Stadium and the draw of Great America theme park and the Santa Clara Convention Center create additional synergies for this zip code. The greatest concentration of Class A office is located within this zip code and more is planned. As noted above, there are several mixed-use projects in process, which if built-out, will add both retail and new residential customers.

A comparison of the 3-year average rental rate (2018-2020) compiled by CoStar, revealed that the average rents between these zip codes was slightly lower in 95054, \$4.33/SF vs. \$4.53/SF in 95050, a difference of about 4.4% based on office and retail uses. The 4Q 2021 average rents for office only between these zip codes were lower in 95054, \$4.27/SF vs. \$4.78/SF in 95050. As before, the 95050 rental rate is influenced by newer retail construction which typically commands higher rental rates. A comparison of office rents indicates that the 3-year average

(2018-2020) of \$4.35/SF/Month in 95054 is about 14.9% higher than the \$3.70/SF/Month in 95050. And the average selling price per square foot in the 95054 zip code was 15.5% higher over the last three years (2018-2020) compared to 95050 (\$451 in 95050 vs \$521 in 95054) for office and retail sales. Based on the data, including broker estimates and rental rate differences in each zip code, and considering that there is a greater proportion of office uses compared to retail uses, we concluded that an upward adjustment of 10% was warranted for 95054 for higher commercial land value.

### **Industrial Difference**

Among industrial properties, much of the product in the 95054 zip code is built as, or allows for R&D and higher intensity office uses, rating superior to 95050. This also allows for greater floor area ratios in 95054. Most market participants reported higher prices in 95054 due primarily to superior freeway access and fewer heavy-industrial uses. A comparison of the average rental rate per SF, as compiled by CoStar, showed that the average rental rates were slightly lower in 95054 during 2021 (\$2.21/SF in 95050 vs. \$2.16/SF in 95054). The average selling price per square foot in the 95054 zip code was about 26% higher over the prior three years compared to 95050 (\$325 in 95050 vs \$410 in 95054) based on industrial sales reported by CoStar. 2021 average selling prices were (\$725 in 95050 vs \$229 in 95054), these numbers do not appear to be representative of the market as 95050 had a 525,000 square foot building that sold for \$1,027 per square foot. Again, the difference in rental rates and selling prices is partly explained by the type of product within each zip code, with 95050 having older and generally lower quality finishes/build-out compared to 95054. After consideration for differences in asking rents, sale prices, and the opinions of the market, we concluded that industrial land prices rated about equal the 95054 zip code compared to 95050.

### **Conclusion of Value in 95054 Zip Code**

Based on the above data and analysis, the adjusted price per acre for each land use in the 95054 zip code was adjusted and the appropriate weighted values are summed to produce the average value of a hypothetical 1-acre lot in the 95054 zip code:

<b>95054 ZIP CODE LAND USE VALUES &amp; AVERAGE VALUE PER ACRE</b>					
<b>Land Use</b>	<b>95050 Average Price/Acre Weighted</b>	<b>x</b>	<b>Adjustment Factor</b>	<b>=</b>	<b>95054 Average Price per Acre</b>
<b>Very Low Density Residential</b>	\$2,380,010	<b>x</b>	95.0%	<b>=</b>	\$2,261,010
<b>Low Density Residential</b>	\$219,194	<b>x</b>	95.0%	<b>=</b>	\$208,234
<b>High Density Residential</b>	\$460,865	<b>x</b>	95.0%	<b>=</b>	\$437,822
<b>Medium Density Residential</b>	\$449,343	<b>x</b>	95.0%	<b>=</b>	\$426,876
<b>Commercial</b>	\$465,548	<b>x</b>	90.0%	<b>=</b>	\$418,993
<b>Industrial</b>	\$1,741,877	<b>x</b>	100.0%	<b>=</b>	\$1,741,877
<b>TOTAL AVERAGE VALUE PER ACRE</b>					<b>\$5,494,812</b>

**Average Value of a Hypothetical 1-Acre**

**Lot in the 95054 Zip Code:**

**\$5,495,000 (Rounded)**

**RECONCILIATION AND OPINION OF AVERAGE VALUES**

The sales comparison approach was the appropriate value approach for each land use. Total sales statistics revealed that about 42% of the total sales in the city by land area were commercial and industrial transactions and the other 58% were residential. This represents a slightly greater percentage of residential sales than in 2020. Because residential unit values are greater than commercial and industrial, this resulted in higher concluded values for each zip code in 2021 compared to 2020. Industrial sales in 2021 comprised 30.76% of the total land sold, much higher than the 15.59% reported in 2020 by Old Republic Title Company. Additionally, industrial land values are much higher in 2021 due in part to the influence of data center land sales. All these factors resulted in higher 2021 values for the hypothetical one-acre lots.

We concluded to the following average value for each zip code on December 31, 2021, the effective date of value opinion:

**Opinion of Average Value of a 1-Acre**

**Lot in the 95050 Zip Code:**

**\$5,715,000**

**(Five Million Seven Hundred Fifteen Thousand Dollars)**

**Opinion of Average Value of a 1-Acre**

**Lot in the 95051 Zip Code:**

**\$6,000,000**

**(Six Million Dollars)**

**Opinion of Average Value of a 1-Acre**

**Lot in the 95054 Zip Code:**

**\$5,495,000**

**(Five Million Four Hundred Ninety Five Thousand Dollars)**

**ADDENDA**

- Old Republic Title Company 2021 Sales data in City of Santa Clara (on file)
- City of Santa Clara Supplemental Instructions for the Appraisal of the Fair Market Value of Land
- Maps of the Sale Comparables
- Land Sale Comparable Parcel Maps
- Brokerage Reports (on file)
- Qualifications of Appraiser



**City of  
Santa Clara**  
The Center of What's Possible

**Attachment A  
Supplemental Instructions  
for the Appraisal of the Fair Market Value of Land**

The following information and instructions will be used by the City when setting the land value used in the formula for determining the impact fees due in lieu of park and recreational land dedication pursuant to Santa Clara City Code 17.35. *(Approved by Santa Clara City Council—June 7, 2016)*

**Background.**

On July 15, 2014, Council added Chapter 17.35 “Park and Recreational Land” to the Santa Clara City Code to ensure that new residential development provides adequate community and neighborhood park land for active recreational uses and/or pays a fee in-lieu of parkland dedication to mitigate the impacts of the new growth pursuant to the California Quimby Act and/or Mitigation Fee Act.

**17.35.040 Formula for calculation of fee in lieu of land dedication.**

(a) When a fee is required to be paid in lieu of parkland dedication, the maximum amount of such fee shall be determined by the fair market value of the amount of land that would otherwise be required to be dedicated pursuant to SCCC 17.35.030, as set forth below. The date of valuation of the property for in-lieu fee purposes shall be the date that the City determines that the developer’s application for a parcel map or tentative subdivision map, or application for projects not involving a subdivision, is complete.

(b) Fair Market Value.

(1) The City shall determine the fair market value of the property by using the average per acre land value for property in the City of Santa Clara, based upon a survey of land values and sale records in the City. The City Council shall set a minimum of three such average values, one for each of the three existing Zip Codes in the City (95050, 95051, 95054). The City Council may, at its discretion, set average values for additional subregions of the City. The City Council shall review the fair market values not less than annually and set the values in a Council resolution.

(2) If the developer objects to this determination of fair market value, the developer may elect to have the value established by appraisal. If the developer chooses this option, the developer shall deposit with the City an amount sufficient to cover the cost of an appraisal, which the City shall conduct. The appraisal shall be completed prior to approval of the tentative or parcel map or, for developments not involving a subdivision, prior to the issuance of a building permit.

(c) Based on the determination of fair market value set forth in subsection (b)(1) of this section, for each of the dwelling unit categories, the City Council shall set the amount of fees to be paid in lieu of parkland dedication in a Council resolution, which the Council shall review annually. (Ord. 1928 § 3, 7-15-14).

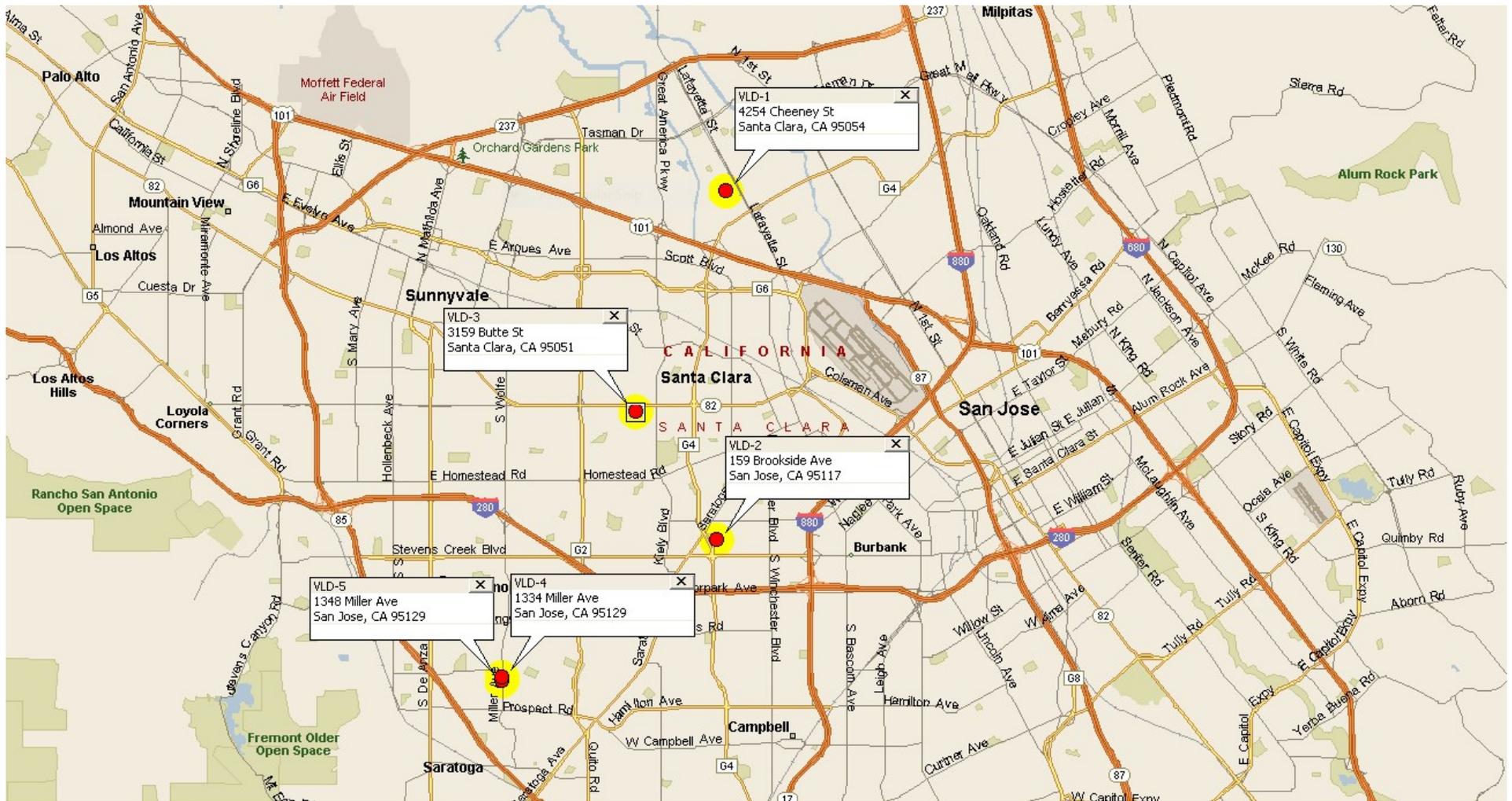
**Guidelines for Appraiser:**

- a. *Appraiser is to provide a “Fair Market Value” for an average acre of land (hypothetical, rectangular, useable site) for property in each of the three existing City of Santa Clara Zip Codes 95050, 95051, 95054. The opinion will conform to Uniform Standards of Professional Appraisal Practice.*
- b. **Valuation Date:** *December 31 of each year.*
- c. **Location & Property Sales Data Set Boundaries:** *Data set will begin with sales data from within Santa Clara City limits.*
- d. **Data Set Date Range:** *Use data from January 1<sup>st</sup> to December 31<sup>st</sup> of each year. Example: January 1, 2015 to December 31, 2015 for “December 31, 2015 Valuation Date.” See contingencies below.*
- e. **Property Types:** *Use all of the following property types: Single Family (low and very low density), High Density Residential, Medium Density Residential, Commercial, Industrial, Lots and Land.*
- f. **Contingencies for Limited Data Set of each Property Type:** *If there are insufficient, credible data points or sales of a particular property type, then appraiser will explore and use comparable sales from the local competitive market area, adjacent to City of Santa Clara. A fixed distance from City of Santa Clara city limit is not given, however a compelling, rational basis for the selection of the competitive market area must be given by the appraiser in the report. Preference is for closer, more recent, and comparable; discretion is given to the appraiser.*
- g. **Sales Transactions Data not to be used:** *Do not use transactions if they are not an arms-length transaction, have encumbered/clouded title, are environmentally impaired site, or are more than three (3) years old.*
- h. **Inflation factors for Comparable between 1 and 3 years:** *An inflation factor will be computed and applied to comparable sales over one year based on reasonable and rational considerations such as sales and rental trends or other appropriate methods.*
- i. **Sales Transactions Data that may be included:** *May use real estate sales transactions by the City of Santa Clara for additional neighborhood or community parkland.*
- j. **Data Values excluded:** *No values or set of values at the high or low end of the data set are to be excluded from consideration in the average values on the sole basis of being relatively high or low; however, a check for consistency among comparable values will be done, and a rational basis should be provided for credible comparable transactions if not used.*

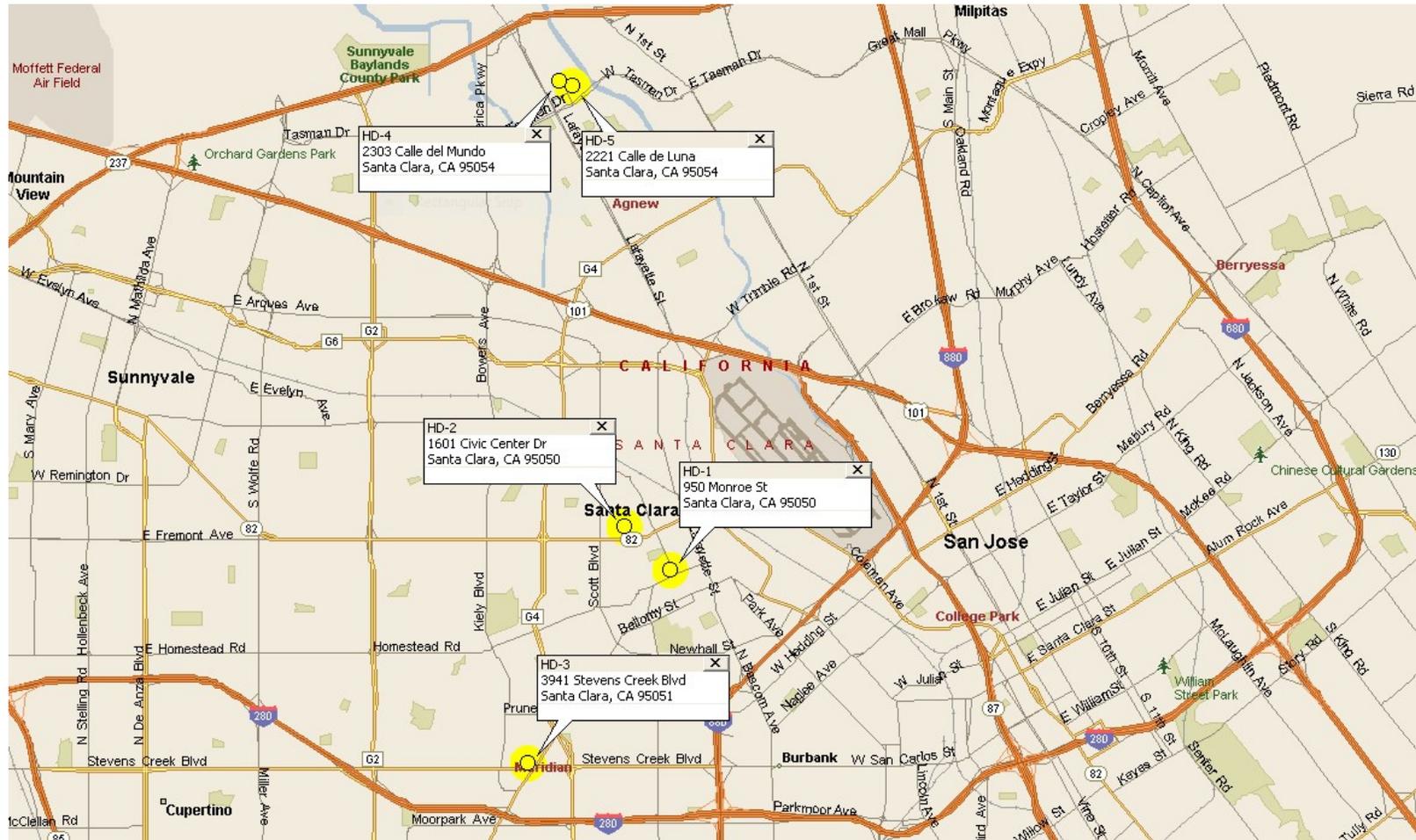
- k. Research Factors to be considered for Comparable sales:** *The factors to be used to compare property values include, but are not limited to physical factors, economic factors, market conditions verification to parcel maps, public records, CoStar data bank. Additional factors may be used provided there is a rational basis for doing so.*
- l. Reconciliation of value differences:** *The approach will be comparative, iterative, qualitative and quantitative, and will be made at the appraiser's discretion.*
- m. Weight to be applied to Property Types:** *The weighted average of each property type will be based on the percentage of land area in the sales transactions, for example, if 25% of total acreage is high density residential, then the relative weight of that property type will be 25%. (The weight will not be done by the quantity of sales of each type or the percent of value of sales of each type).*
- n. Reporting:** *A draft valuation report will be generated by March 15. City will provide for a two week circulation and comment period. The valuations included the final valuation report will be used in the calculation formula for fees prepared by staff to be reviewed by Council as part of the annual City budget process and Municipal Fee Schedule adoption by June 30. Fees will be implemented on or after July 1 depending upon Quimby Act or Mitigation Fee Act provisions of the Council resolution.*

*Attachment A-Supplemental Instructions for Parkland Dedication In Lieu Fee Process and Schedule 2016*

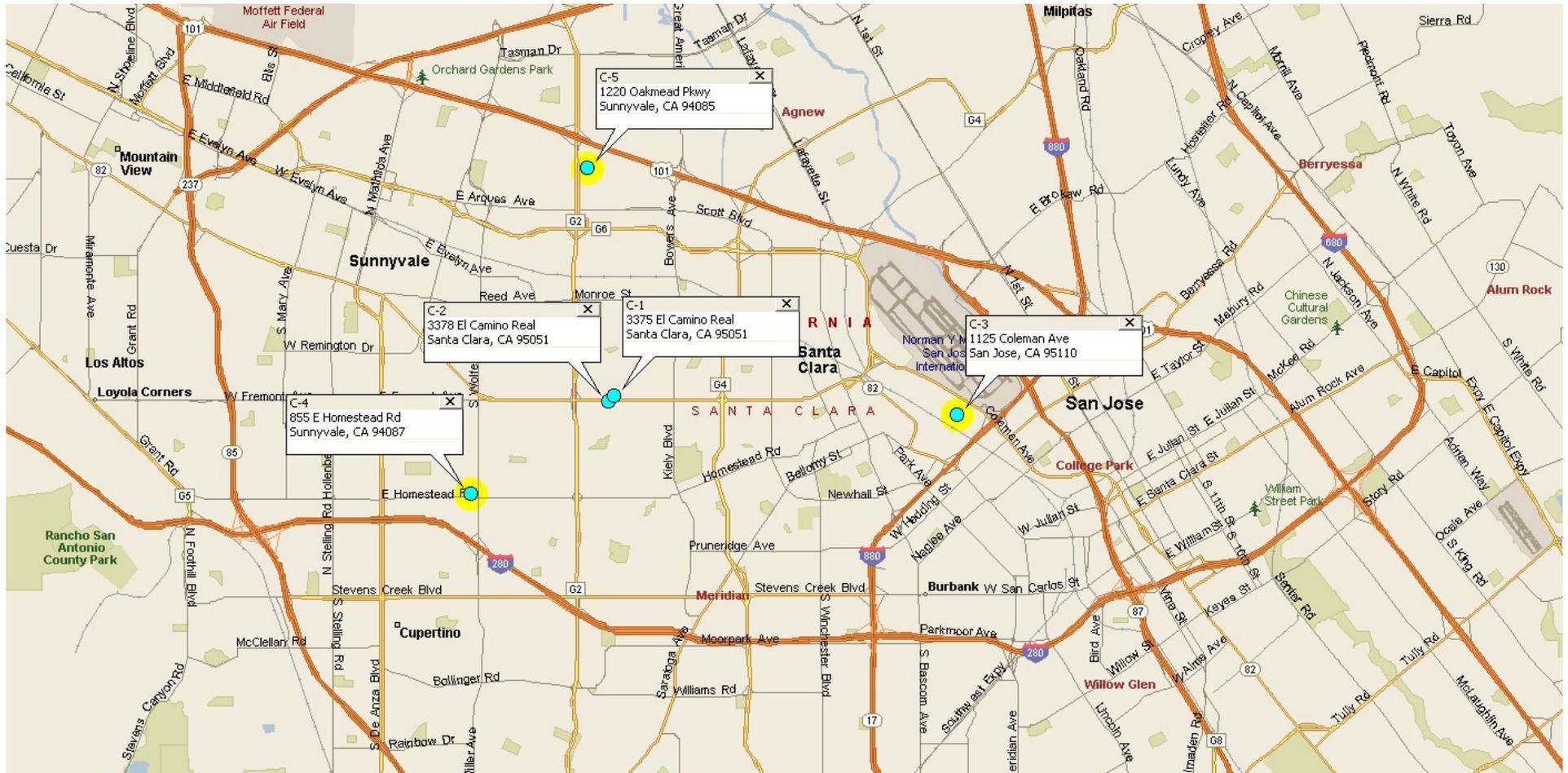
**VERY LOW-DENSITY RESIDENTIAL SALE COMPARABLE LOCATION MAP**



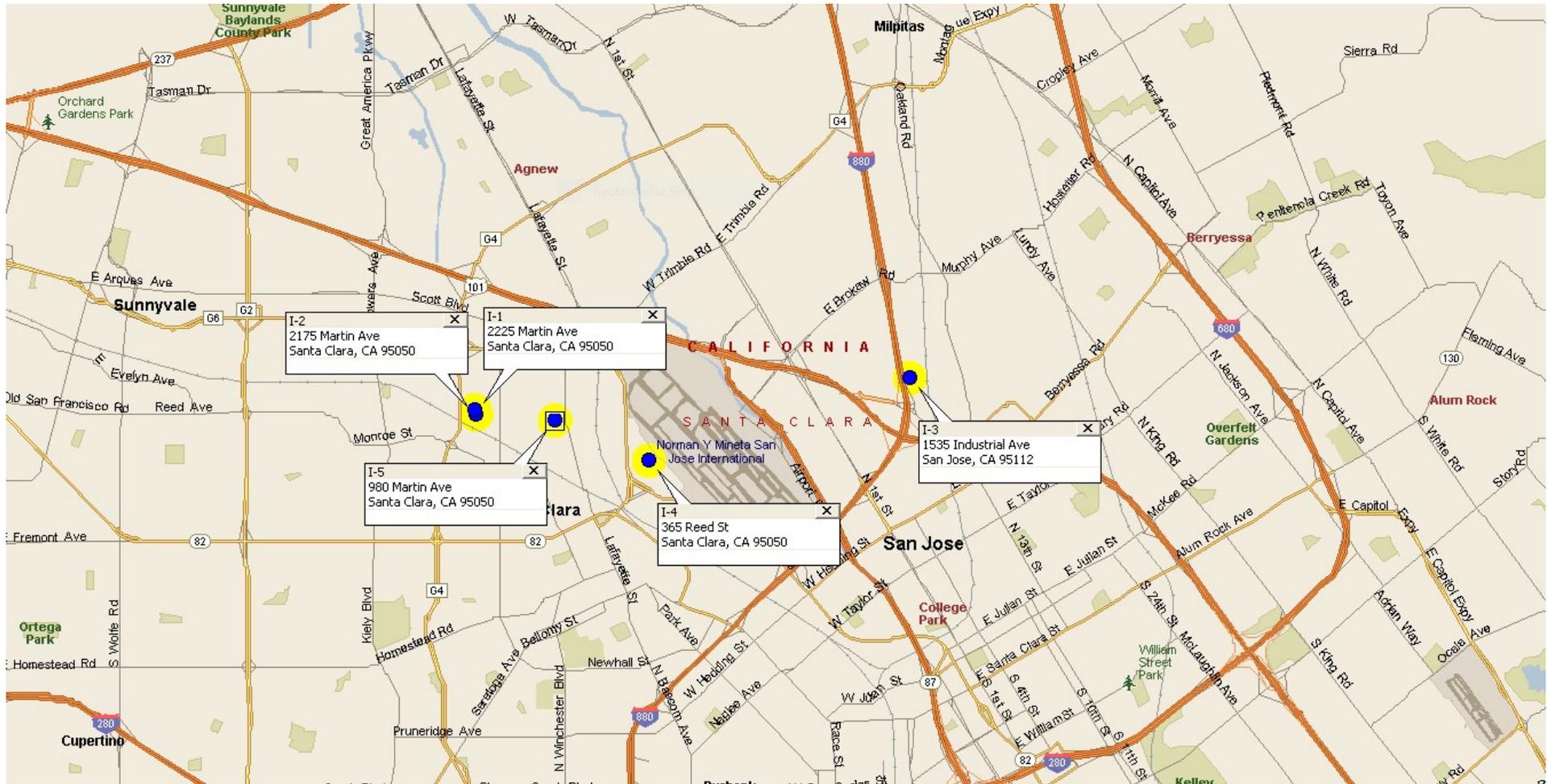
**HIGH-DENSITY RESIDENTIAL SALE COMPARABLE LOCATION MAP**



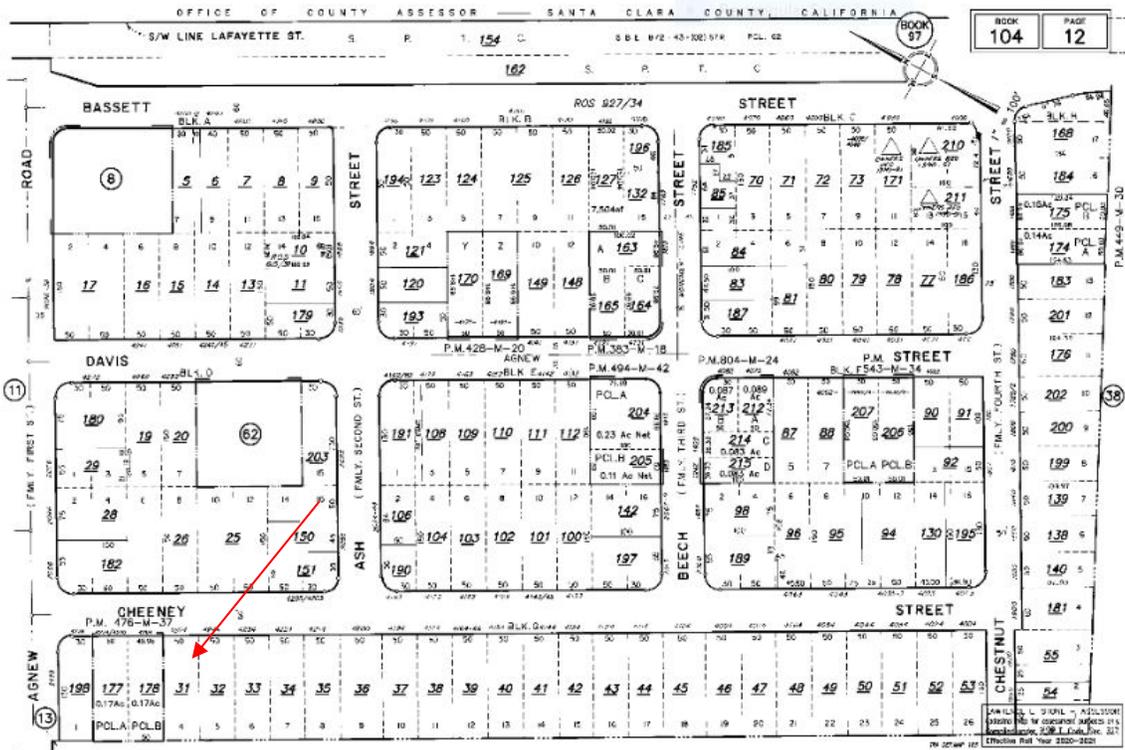
**COMMERCIAL SALE COMPARABLE LOCATION MAP**



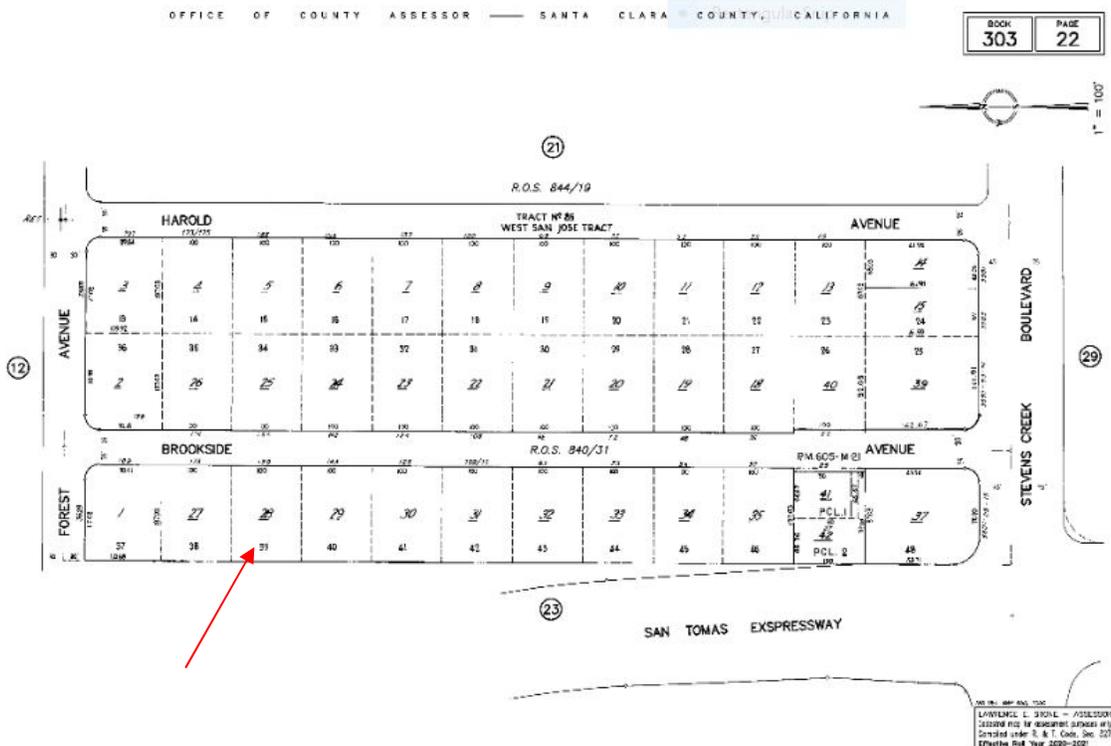
**INDUSTRIAL SALE COMPARABLE LOCATION MAP**



### COMPARABLE LAND SALE PARCEL MAPS

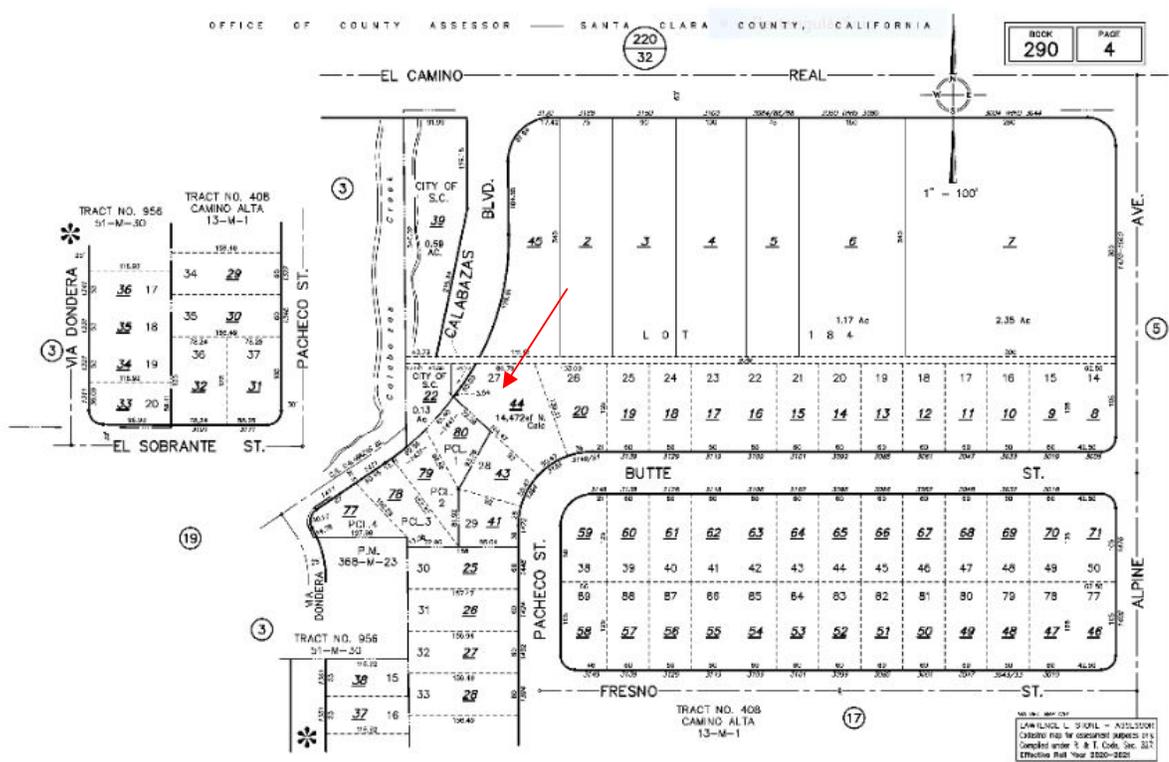


Very Low Density Land Comparable Sale VLD 1

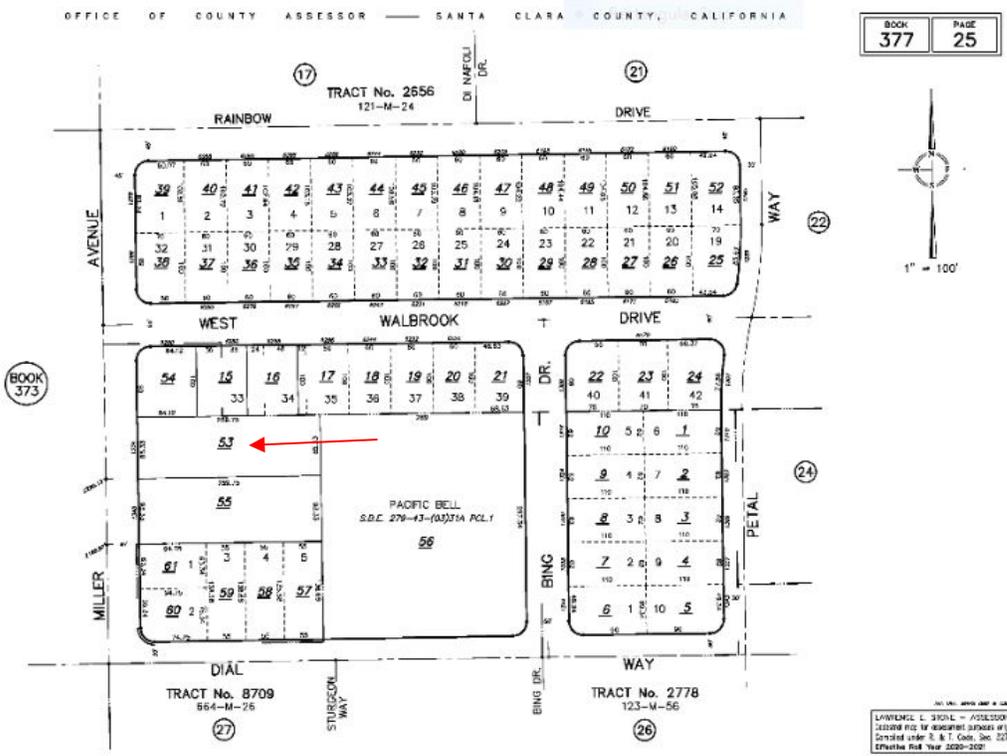


Very Low Density Land Comparable Sale VLD 2

### COMPARABLE LAND SALE PARCEL MAPS



Very Low Density Land Comparable Sale VLD 3

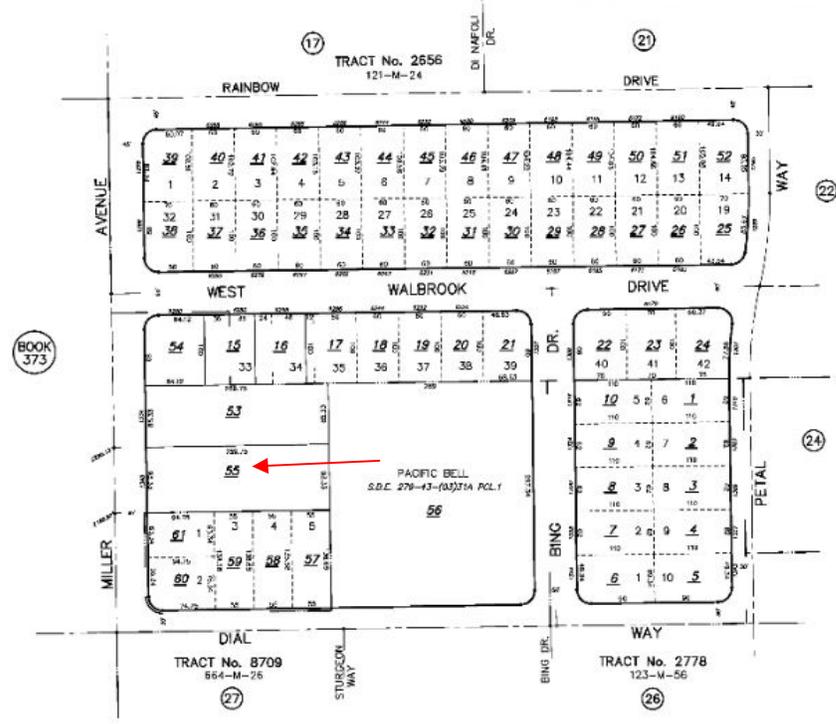


Very Low Density Land Comparable Sale VLD 4

### COMPARABLE LAND SALE PARCEL MAPS

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK 377 PAGE 25



APPROVED FOR RECORD BY THE COUNTY CLERK  
 LAWRENCE L. SHOLE - REGISTRAR  
 2/22/2010 10:10 AM  
 Certified under S. & T. Code, Sec. 227  
 Effective Roll Year 2009-2010

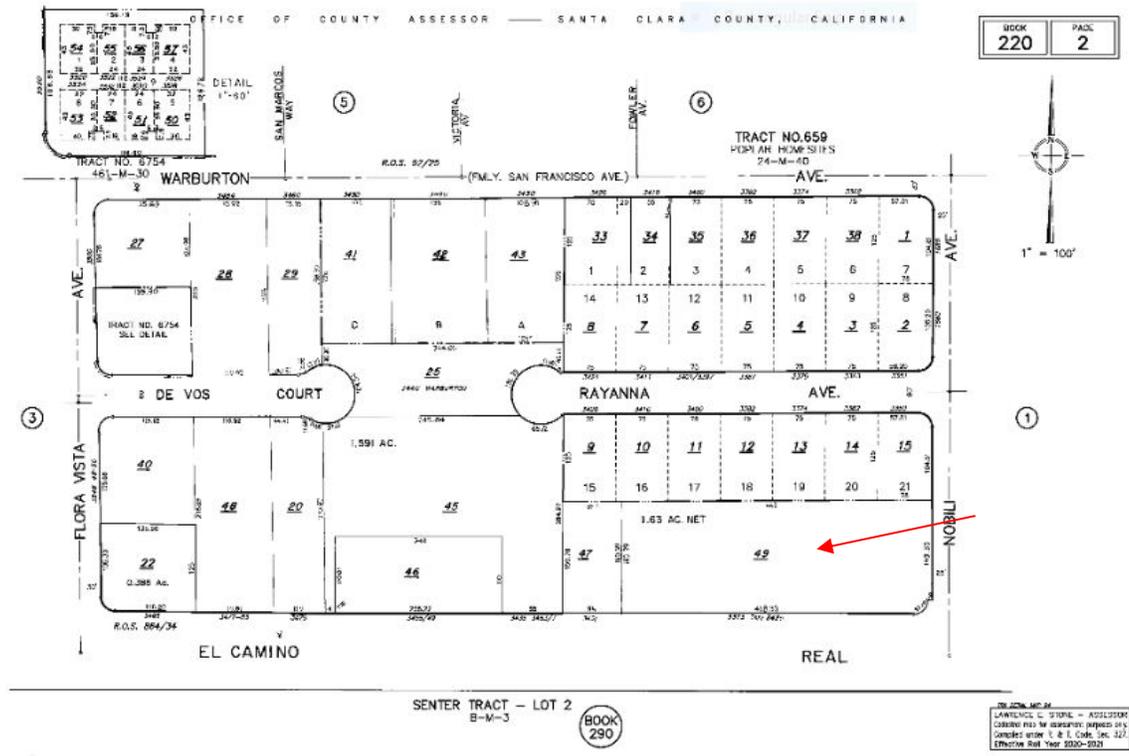
Very Low Density Land Comparable Sale VLD 5







### COMPARABLE LAND SALE PARCEL MAPS



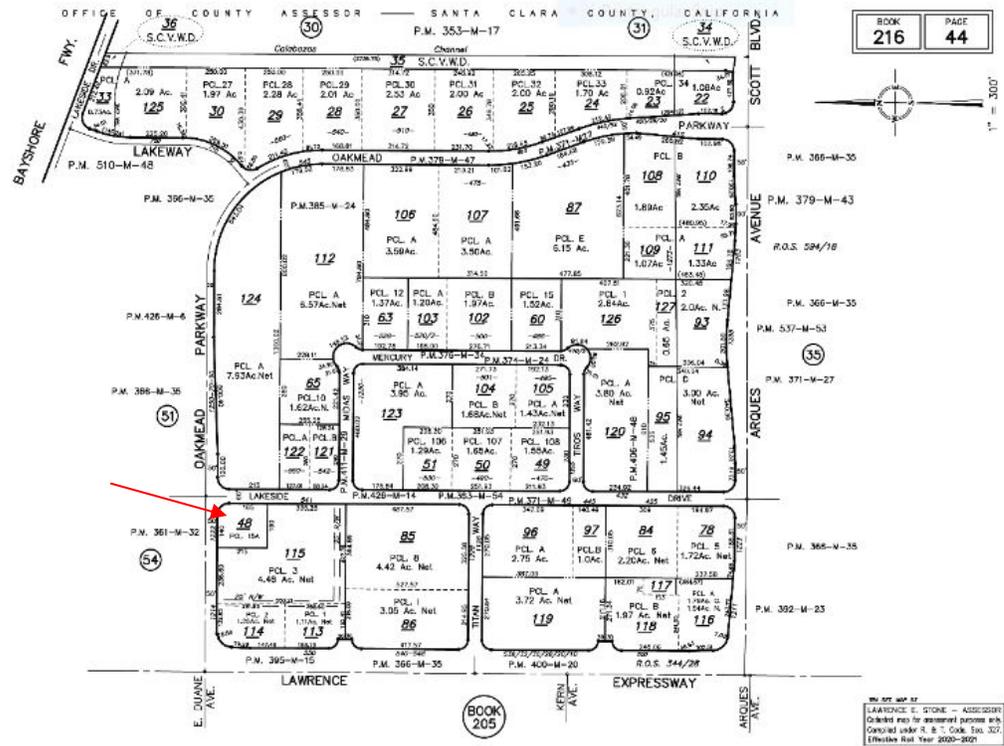
Commercial Land Comparable Sale C 1



Commercial Land Comparable Sale C 2



### COMPARABLE LAND SALE PARCEL MAPS



### COMPARABLE LAND SALE PARCEL MAPS

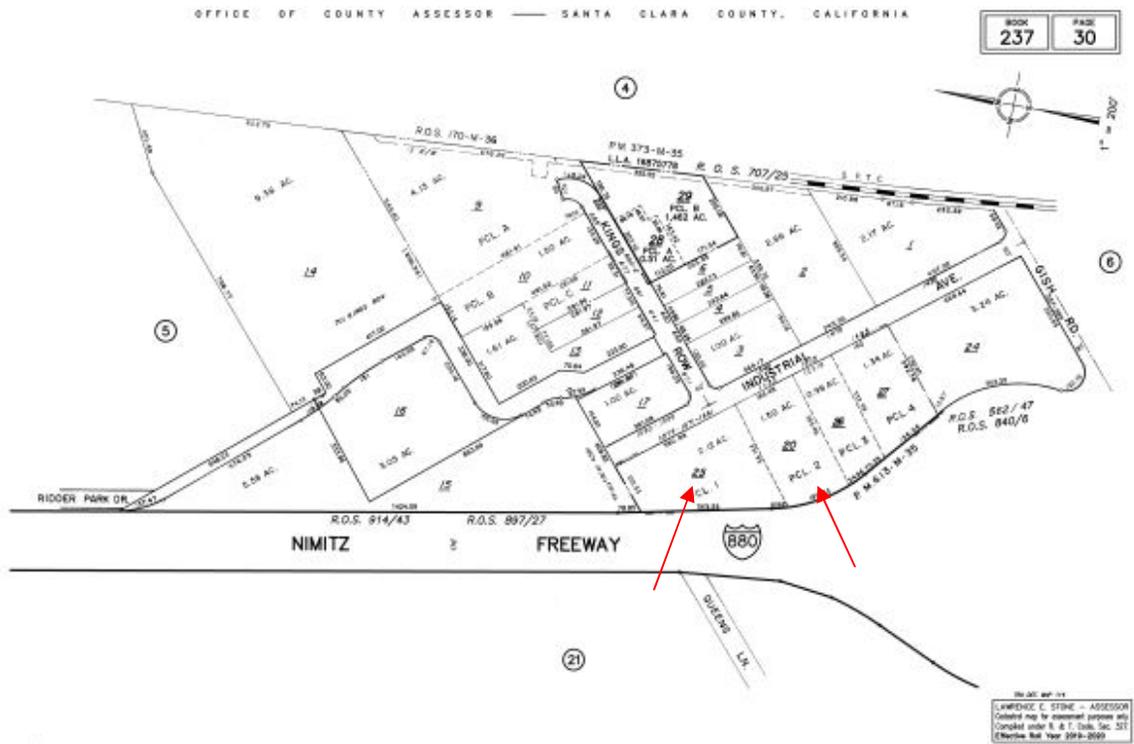


Industrial Land Comparable Sale I 1



Industrial Land Comparable Sale I 2

### COMPARABLE LAND SALE PARCEL MAPS



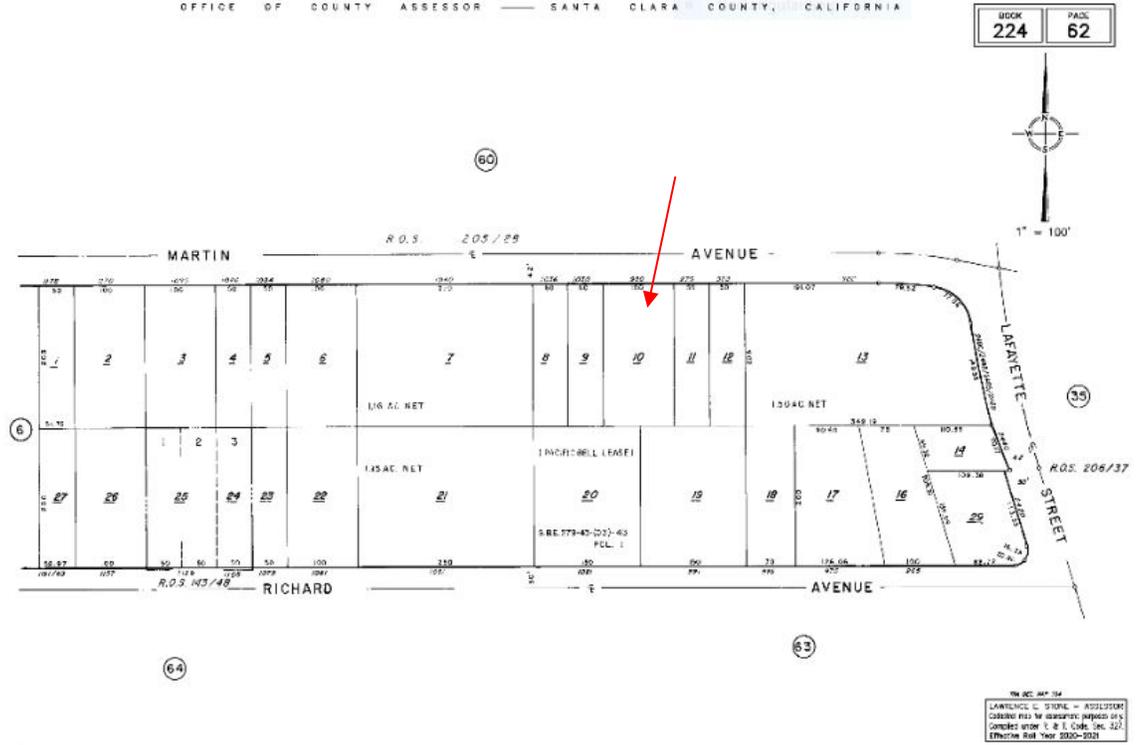
Industrial Land Comparable Sale I 3



Industrial Land Comparable Sale I 4

### COMPARABLE LAND SALE PARCEL MAPS

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA



Industrial Land Comparable Sale I 5

**FRANK E. SCHMIDT, MAI, SRA**  
**CURRICULUM VITAE, January 2022**



**Valuation Consulting, Forensic and General Appraisal, Expert Testimony**  
**MAI and SRA MEMBER of the APPRAISAL INSTITUTE, No. 11933**  
[fschmidt@valuationconsultant.net](mailto:fschmidt@valuationconsultant.net) (510) 468-9219  
San Francisco Bay Area

For more than four decades, Mr. Schmidt has been a real estate appraiser and consultant with a practice primarily in Northern California and the San Francisco Bay Area. He began his career as a residential appraiser, earning the coveted SRA designation from the Appraisal Institute in 1989, and the prestigious MAI designation in 2002. In 1995, he partnered with Wayne Prescott to form the Schmidt-Prescott Group, a commercial appraisal firm of which he was president until its dissolution in 2017.

During his career, Mr. Schmidt has appraised a wide variety of real estate including residential, commercial, industrial, raw land, and special purpose properties for various property rights. His experience includes litigation support and testifying as an expert witness for both plaintiffs and defendants. Mr. Schmidt's client list includes attorneys, municipalities, private entities, lenders, and publicly traded companies. He was engaged as a diminution in value consultant on PG&E cases involving the destruction of thirty-eight homes in the 2010 San Bruno gas-line rupture fires. Mr. Schmidt was recently retained by the City of Santa Clara as an expert to assist the city's task force in the process of setting Parkland Dedication fees.

Mr. Schmidt has served on several professional committees throughout his career, including the International Right-of-Way Association and the Appraisal Institute. He currently serves on the Santa Clara County Assessment Appeals Board, of which he was elected Chairperson in 2017.

**Expert Witness Testimony**

U.S. District Court, Santa Clara County Superior Court, San Joaquin County Superior Court,  
San Francisco County Superior Court, Public Utility Commission of the State of CA,  
American Arbitration Association, Standard of Care, Eminent Domain

**Professional Affiliations**

Membership in: Appraisal Institute [MAI (2002) and SRA Member (1989)]

**Work Experience**

1/2019 to Present:	Frank Schmidt & Associates, President San Francisco Bay Area
2018	Carneghi-Nakasako, Appraiser Consultant San Jose, CA
2/95 to 12/2017:	The Schmidt-Prescott Group, President San Jose, California
4/78 to 2/95:	Schmidt & Associates, Inc., President San Jose and Fremont, CA
6/76 to 4/78:	Senior Supervising Appraiser, Mercury Savings & Loan Cupertino, CA
1/76 to 6/76:	Staff Appraiser, American Savings & Loan San Jose, CA
2/75 to 12/75:	Real Estate Appraiser and Consultant, B.A. Ericson Appraisal Co., San Jose, CA

**Formal Education**

B.S. Business Management, 1997 Graduated with Honors	University of Phoenix San Jose, CA
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**Erratum: *The following corrections to errors in the document are hereby made and appended to the Report.***

- Page 25 – the word should be "unemployment" and not "employment."  
 “At the end of 2021, Silicon Valley recorded an [**un**]employment rate of 4.5% down from 6.2 % one year ago. Increasing population, job growth, high incomes and strong consumer spending continued to strengthen the performance of retail sector in Silicon Valley. At the end of 2021, the vacancy rate for Silicon Valley’s shopping centers remained the lowest in the Bay Area at 5.2%, with approximately 1.9 million square feet of vacant retail space. Santa Clara continued to record the lowest vacancy rate in the region at 3.9%. The quarterly net absorption continued in the positive territory. There was no new retail space completed in the fourth quarter of 2021 and the total retail inventory remained at 37.4 million square feet.”
- Page 36 -- the CoreLogic table below was referenced in the narrative but not visible in the blank space at the top of page 36.

2018 Year End Summary Sales								
Community	Zip	Sales	% Chg	Median Price	% Chg	High Price	\$/SqFt	% Chg
Santa Clara	95050	380	-0.5%	\$1,184,500	24.4%	\$2,609,000	\$959	20.3%
Santa Clara	95051	484	-16.6%	\$1,358,000	17.0%	\$2,800,000	\$1,043	13.2%
Santa Clara	95054	185	-25.4%	\$1,250,000	23.3%	\$2,400,000	\$823	14.5%

2019 Year End Summary Sales								
Community	Zip	Sales	% Chg	Median Price	% Chg	High Price	\$/SqFt	% Chg
Santa Clara	95050	332	-12.6%	\$1,200,000	1.3%	\$2,350,000	\$910	-5.1%
Santa Clara	95051	461	-4.8%	\$1,300,000	-4.3%	\$2,400,000	\$973	-6.7%
Santa Clara	95054	162	-12.4%	\$1,140,000	-8.8%	\$2,450,000	\$782	-5.0%

2020 Year End Summary Sales								
Community	Zip	Sales	% Chg	Median Price	% Chg	High Price	\$/SqFt	% Chg
Santa Clara	95050	301	-9.3%	\$1,200,000	0.0%	\$2,780,000	\$834	0.9%
Santa Clara	95051	614	33.2%	\$1,400,000	7.7%	\$2,200,000	\$869	2.3%
Santa Clara	95054	160	-1.2%	\$1,175,000	3.1%	\$2,090,000	\$774	3.5%

2021 Year End Summary Sales								
Community	Zip	Sales	% Chg	Median Price	% Chg	High Price	\$/SqFt	% Chg
Santa Clara	95050	441	46.5%	\$1,289,500	7.5%	\$3,218,500	\$858	2.9%
Santa Clara	95051	855	39.3%	\$1,490,000	6.4%	\$3,180,000	\$912	5.0%
Santa Clara	95054	242	51.3%	\$1,255,000	6.8%	\$2,900,000	\$794	2.6%

- Page 39 – the word should be "while" and not "with".
- Page 39 – the word "following" should be removed.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ESTABLISH THE AVERAGE PER-ACRE LAND VALUES IN ORDER TO SET THE PARKLAND IN LIEU FEE SCHEDULE FOR NEW RESIDENTIAL DEVELOPMENT IN ACCORDANCE WITH CHAPTER 17.35 (“PARK AND RECREATIONAL LAND”) OF TITLE 17 (“DEVELOPMENT”) OF THE CODE OF THE CITY OF SANTA CLARA**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara is the Government entity responsible for providing public parks, recreation and open space facilities within the City of Santa Clara; and,

**WHEREAS**, the 2010-2035 General Plan includes a goal that new parks, open space and recreation be provided with new development so that existing facilities are not over-burdened; and,

**WHEREAS**, the report entitled “Public Facilities Impact Fee Study” dated June 25, 2014 (“Nexus Study”), was prepared by Willdan Financial Services, Inc. and approved by Council in June 2014; and,

**WHEREAS**, on July 15, 2014, the City Council adopted Ordinance No. 1928, which added Chapter 17.35 to the City Code, and requires new residential development to provide adequate community and neighborhood park land for active recreational uses, and/or under certain conditions to pay a fee in lieu of parkland dedication; and,

**WHEREAS**, on February 24, 2015, the City Council adopted Ordinance No. 1937, adding duplex dwellings to the types of developments subject to the parkland dedication requirement, and removing the one (1) acre minimum parkland dedication prior to a developer being able to receive financial credit for private recreational amenities and open space; and,

**WHEREAS**, on August 27, 2019, Council approved Resolution No. 19-8749 which included the statutory findings required pursuant to the California Quimby Act (Quimby) and Mitigation Fee Act (MFA), including the report entitled “Santa Clara Park and Recreation Facilities Impact Fee Update Study” dated April 9, 2019 (“Nexus Study Update”) prepared by Willdan Financial

Services, Inc., and the professional land valuation appraisal report with a valuation date of December 31, 2017, and the park improvements replacement costs with values as of 2017; and,

**WHEREAS**, on October 29, 2019 Council approved Resolution No. 19-8769 to establish the Parkland In Lieu Fee Schedule for New Residential Development in Accordance with Chapter 17.35 of the Code of the City of Santa Clara, and directed staff to phase in the 2018 Park Improvement Costs over four years and to use the annual Land Valuation Appraisal Report at 100% of cost recovery in the calculation of annual fees; and,

**WHEREAS**, in 2020, due to the global COVID19 pandemic, and through the regular adoption of the Municipal Fee Schedule process, only the Park Improvement Cost portion of the Parkland In Lieu Fees were raised using 50% of the Park Improvement Costs and the City continued to use the Land Valuation Appraisal Report with a valuation date of December 31, 2018 in the calculation of annual fees; and,

**WHEREAS**, on June 10, 2021, Council approved Resolution No. 21-8970 to establish the Parkland In Lieu Fee Schedule for New Residential Development in Accordance with Chapter 17.35 of the Code of the City of Santa Clara, which used 75% of the Park Improvement Costs and used the annual Land Valuation Appraisal Report with a valuation date of December 31, 2020 at 100% of cost recovery in the calculation of annual fees; and,

**WHEREAS**, pursuant to SCCC Chapter 17.35, the City has surveyed land values and sales records, and has conducted a professional appraisal with a valuation date of December 31, 2021 to determine the fair market value of property in the City, and the City posted the Appraisal Report on the City website from April 4, 2022 to April 18, 2021 for public review and comment, the Council now wishes to use the applicable values for calculating the fees due in lieu of parkland dedication and to adopt the updated fee schedule for parkland in lieu fees; and,

**WHEREAS**, on April 4, 2022, a copy of the Annual Land Valuation Report was placed on the City website.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. Findings and Purpose. That the City Council hereby finds and declares that the land valuation component will be subject to the updated annual land value appraisal report and supplemental instructions as adopted by Council June 7, 2016 with valuation dates of December 31 of each calendar year for use in calculating the following (next) fiscal year's fee update.
2. Land Valuation Appraisal. An independent real estate appraisal firm, Frank Schmidt & Associates, was retained to provide a "Fair Market Value" opinion (valuation date of December 31, 2021) conforming to Uniform Standards of Professional Appraisal Practice and using the City's Supplemental Instructions for an average acre of land (hypothetical, rectangular, useable site) for property in each of the three existing City of Santa Clara Zip Codes 95050, 95051, 95054. The data set included all property types: Single Family (low and very low density), High Density Residential, Medium Density Residential, Commercial/Retail, Industrial, Lots and Land. Excluded were transactions considered not "arms-length", having encumbered or clouded title, environmentally impaired sites, or more than three (3) years old. An inflation factor was computed and applied to comparable sales over one year old based on reasonable and rational considerations such as sales and rental trends or other appropriate methods. The weighted average of each property type was based on the percentage of land area in the sales transactions.
2. Land Valuation Appraisal Findings. Based on the findings of the Appraisal Report, the City Council hereby sets the average per acre land value for each ZIP Code area as of December 31, 2021, as: \$5.715 million per acre (\$131.20/sf) in 95050; \$6.000 million per acre (\$137.74/sf) in 95051; and, \$5.495 million per acre (\$126.15/sf) in 95054. If a developer objects to this determination of fair market value, the developer may elect to have the value established by appraisal, in conformance with City Code Section 17.35.040(b)(2).

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Santa Clara Land Valuation Appraisal Report 12-31-2021

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

**Attachment 1**

Santa Clara Land Valuation Appraisal Report 12-31-21

**RESOLUTION NO. 19-8769**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO AMEND RESOLUTION No. 19-8749 TO ESTABLISH THE PARKLAND IN LIEU FEE SCHEDULE FOR NEW RESIDENTIAL DEVELOPMENT IN ACCORDANCE WITH CHAPTER 17.35 ("PARK AND RECREATIONAL LAND") OF TITLE 17 ("DEVELOPMENT") OF THE CODE OF THE CITY OF SANTA CLARA AND TO DETERMINE THE PARK IMPROVEMENT COST TO BE USED IN THE FEE CALCULATIONS**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara is the Government entity responsible for providing public parks, recreation and open space facilities within the City of Santa Clara; and,

**WHEREAS**, the 2010-2035 General Plan includes a goal that new parks, open space and recreation be provided with new development so that existing facilities are not overburdened;

**WHEREAS**, the report entitled "Public Facilities Impact Fee Study" ("Nexus Study") dated June 25, 2014, prepared by Willdan Financial Services, Inc. was reviewed by Council in June 2014;

**WHEREAS**, on July 15, 2014, the City Council adopted Ordinance No. 1928, which added Chapter 17.35 to the City Code, and requires new residential development to provide adequate community and neighborhood park land for active recreational uses, and/or under certain conditions to pay a fee in lieu of parkland dedication;

**WHEREAS**, on February 24, 2015, the City Council adopted Ordinance No. 1937, adding duplex dwellings to the types of developments subject to the parkland dedication requirement, and removing the one (1) acre minimum for a developer to receive credit for private open space;

**WHEREAS**, on August 14, 2019 and on August 21, 2019, a notice of the August 27, 2019 public hearing to consider a Resolution to Establish the Parkland In Lieu Fee Schedule for New Residential Development in Accordance with Chapter 17.35 of the Code of the City of Santa Clara was published in the Weekly, a newspaper of general circulation;

**WHEREAS**, on August 27, 2019, Council approved Resolution No. 19-8749 which included the statutory findings required pursuant to the California Quimby Act (Quimby) and Mitigation Fee

Act (MFA), and related information to be used in the calculation of the fees due in lieu of parkland dedication including the report entitled "Santa Clara Park and Recreation Facilities Impact Fee Update Study" ("Nexus Study") dated April 9, 2019, prepared by Willdan Financial Services, Inc., the professional land valuation appraisal report with a valuation date of December 31, 2017, and the 2018 park improvements replacement costs data, as well as additional documents and public testimony;

**WHEREAS**, on August 27, 2019, Council voted not to include an implementation schedule in Resolution 19-8749, and directed staff to provide additional policy alternatives for phasing in the increased cost of the park improvement portion of the in-lieu fee calculation to "longer than three years", and to provide pros and cons associated with these alternatives, and directed that all development project applications currently on file would be subject to the existing fees as adopted in FY2017-18 (Resolution No. 17-8427);

**WHEREAS**, on October 16, 2019 and on October 23, 2019, a notice of the October 29, 2019 public hearing to consider a Resolution to Amend Resolution No. 19-8749 to establish the Parkland In Lieu Fee Schedule for New Residential Development in Accordance with Chapter 17.35 of the Code of the City of Santa Clara and to determine the Park Improvement Costs to be used in the Fee Calculations was published in the *Weekly*, a newspaper of general circulation;

**WHEREAS**, the fees established by this resolution are derived from, are based upon, and do not exceed the costs of providing capital park and recreation land and facilities necessitated by the new residential development for which fees are levied; and

**WHEREAS**, on October 29, 2019 the City Council held a public hearing to consider the proposed fee schedule and draft resolution, at which time all interested persons were given an opportunity to give testimony and provide evidence.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. Findings and Purpose. That the City Council hereby finds and declares that:

A. New residential subdivisions and new non-subdivided residential projects generate impacts and demands for public services, facilities, and neighborhood and community parkland, and have a significant effect on the use and availability of park and recreation space and facilities, and that the limited open space and recreation amenities provided by these residential developments are insufficient to meet the needs.

B. It is the City's intent and desire (General Plan Goals & Policies: 5.9.1-G3, -G4; 5.9.1-P14, -P18, -P20) to require that such developments contribute their fair share of land, facilities, or amenities or contribute public costs toward the purchase, development and/or improvement of park and recreational facilities.

C. The imposition of impact fees is one of the customary methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development in order to promote and protect the public health, safety and welfare.

D. The provisions of this Resolution are enacted pursuant to the Charter, the City of Santa Clara General Plan and sections 66000-66025, 66477, and 66479 of the California Government Code (the "Mitigation Fee Act" and the "Quimby Act"), as may be applicable.

E. The report entitled "Public Facilities Impact Fee Study" ("Nexus Study") dated June 25, 2014, prepared by Willdan Financial Services, Inc. and reviewed by Council in June 2014, set forth a reasonable methodology and analysis for the determination of the impact of development on the need for and costs for additional capital parks and recreation facilities improvements in the City.

F. The report entitled "Santa Clara Park and Recreation Facilities Impact Fee Update Study" ("Nexus Study Update") dated April 9, 2019, prepared by Willdan Financial Services, Inc. and reviewed by Council on May 21 and August 27, 2019, set forth a reasonable methodology and updated analysis for the determination of the impact of development on the

need for and the costs for additional capital parks and recreation facilities improvements in the City.

G. Pursuant to Government Code Section 66016, the City made data available regarding the costs, or estimated costs, to provide services and proposed parkland dedication standards for the public facility impact fees by posting the draft Nexus Study Update prepared by Willdan Financial Services, Inc., on the City's Website on April 9, 2019 and previously provided the land valuation appraisal report and addenda prepared by the Schmidt-Prescott Group dated February 22, 2018 ("Appraisal Report") on the City's website on March 9, 2018, and the park improvement replacement costs contained in the Facility Condition Assessment Report ("Kitchell 2017") on the City Website in January 2018, which dates were all at least ten (10) days before the Council public hearing on August 27, 2019. In addition, a copy of a report analyzing the potential options for a gradual phase-in of the fees and the use of a cost escalator for parkland improvement costs was placed on file with the City Clerk on October 18, 2019, and a copy was posted on the City's website also on October 18, 2019, which dates were at least ten (10) days before the Council public hearing on October 29, 2019.

H. After careful consideration, including review of documentary evidence and additional information submitted in the administrative review process, the City Council finds the imposition of impact fees to finance major public park and recreational land acquisition, development and rehabilitation, as revised using the values set forth in the Nexus Study Update Report, is in the public interest and general welfare of the City and its residents, is equitable, and does not impose an undue burden on new development.

## 2. Calculation of Fees.

A. The Nexus Study Update calculates the parks fees that would fund the fair share cost to new development for additional capital parks and recreational facilities and improvements. The Nexus Study is based on the General Plan planning horizon of 2010-2035 and estimates the future

residential population needs for parkland and recreational facilities. The Nexus Study Update determines a fair share of future planned public facilities using the “system plan” method to assure that new development doesn’t pay for existing service deficiencies. The Nexus Study Update uses the “existing inventory demand standard” translated into facility costs per capita to determine new development’s fair share of planned facility costs and to calculate the maximum parks fee. The cost standard provides a reasonable method for converting disparate types of facilities, in this case parkland and special use recreational facilities, into a single measure of demand (capital cost per capita). The cost standard is based on the existing inventory of parks and recreation facilities. New development will fund the expansion of facilities at the same rate that existing development has provided facilities. This method sets the fee that will fund the expansion of park facilities at the same standard that currently serves existing residents. The Nexus Study Update provides a reasonable methodology to determine the impacts and costs of new residential development. The City may adopt development impact fees up to the legally justified amounts in the Nexus Study Update (100% cost recovery).

B. Pursuant to Santa Clara City Code Chapter 17.35, the maximum amount of the fees due in lieu of required parkland dedication shall be determined by the fair market value of the amount of land that would otherwise be required to be dedicated and using the average per acre land value for property in the City of Santa Clara for each of the three existing ZIP Codes in the City (95050, 95051, 95054), for each of the Dwelling Unit Categories (Single Family, Multi-family) on an annual basis in a Council resolution.

C. An independent real estate appraisal firm, The Schmidt-Prescott Group, was retained to provide a “Fair Market Value” opinion (valuation date of December 31, 2017) conforming to Uniform Standards of Professional Appraisal Practice and using the City’s supplemental instructions for an average acre of land (hypothetical, rectangular, useable site) for property in each of the three existing City of Santa Clara Zip Codes 95050, 95051, 95054. The data set included all property types: Single Family (low and very low density), High Density Residential, Medium Density

Residential, Commercial/Retail, Industrial, Lots and Land. Excluded were transactions considered not "arms-length", having encumbered or clouded title, environmentally impaired sites, or more than three (3) years old. An inflation factor was computed and applied to comparable sales over one year old based on reasonable and rational considerations such as sales and rental trends or other appropriate methods. The weighted average of each property type was based on the percentage of land area in the sales transactions.

D. Based on the findings of the Appraisal Report, the average per acre land value for each ZIP Code area as of December 31, 2017, is: \$3.738 million per acre (\$85.81/sf) in 95050; \$3.993 million per acre (\$91.67/sf) in 95051; and, \$4.035 million per acre (\$92.63/sf) in 95054. If a developer objects to this determination of fair market value, the developer may elect to have the value established by appraisal, in conformance with City Code Section 17.35.040(b)(2).

E. Per acre Park Improvement Value. In 2017, an independent asset inventory evaluation firm, Kitchell CEM, was retained by the City to provide a complete asset inventory and facility condition assessment of all parks and recreation assets in the City for inclusion in the City's Enterprise Asset Management System and geo-database for lifecycle asset management (GIS-Lucity), and conforming to the industry standards used a reasonable methodology to determine the replacement cost for all existing assets and from which a condition index could be calculated (Kitchell Report dated February 21, 2018). The report was available on the City website, reported at the Parks & Recreation Commission, and noted and filed by the City Council on April 24, 2018. The total replacement cost of park assets inventoried in existing parks is the basis from which the system determines a reasonable estimate of the average per acre value of park improvements. The cost to provide an asset or set of assets in a park ("park improvements") is found to be the same as the current replacement cost of an asset such that a new park will provide the same level of service to new residents as received by existing residents in the park system as a whole, but no greater. Following stakeholder meetings on

June 11, 2018 and June 27, 2018, adjustments were made (subtracted) in the inventory's costs for non-standard park facilities and buildings. The City then further reviewed actual construction bid prices for recent park construction projects in the City of Santa Clara, and contracted with an independent construction cost estimator to review the existing park inventory cost data. Based on these analyses and findings, the reasonable average cost per acre for park improvements was determined and found to be \$1.335 million per acre (\$3,471 per capita).

F. Impact of Future Park Improvement Cost Escalation. The average cost per acre for park improvements/construction of \$1.335 million per acre is based on 2018 data and does not account for potential future annual construction cost escalation (increase/decrease). Over time, the actual costs of park development may exceed the 2018 cost per capita limit used to calculate annual fees and may impact the ability of the City to provide new parks at the same standard as provided in the existing park inventory. One objective, historical (retrospective), measure is provided by the California Department of Government Services annual (December through December) California Construction Cost Index (CCCI) and is based upon the Building Cost Index for the San Francisco and Los Angeles areas as produced by Engineering News Record (ENR BCI). Over the past eleven years, historical annual construction costs have typically increased on average 2.3%, and are documented to have been within a range of negative (decrease) 1.1% to positive (increase) 6.8%. The application of a Construction Cost Index on an annual basis (whether increase or decrease) to the park improvement cost basis of \$3,471 per capita (or, \$1.335 million per acre) would provide an additional reasonable cost adjustment and address the measurable annual changes, up or down, in park improvement/construction costs.

G. Parkland Dedication Standard. In calculation of parkland dedication or fees due in lieu thereof, new residential developments subject to the Mitigation Fee Act will use the existing parkland ratio of 2.6 acres per thousand residents; and, new residential subdivisions subject to the Quimby Act will use the City parkland standard of 3.0 acres of property for each one thousand residents for public park and recreational facilities.

H. Dwelling Unit Categories and Density. In calculation of parkland dedication or fees due in lieu thereof, the types of dwelling units and average density factors (U.S. Census Bureau, 2017 American Community Survey) are: (1) Multiple Family Dwelling equals 2.40 persons per household; and, (2) Single-Family Dwelling equals 2.98 persons per household.

I. In conformance with City Code Section 17.35.050, in subdivisions of over fifty (50) parcels of land, in condominium developments of more than fifty (50) dwelling units, and in residential developments not involving a subdivision, a combination of land dedication and fee payment may be required. Developments of fifty (50) units or less will be required to pay an in-lieu fee.

J. In conformance with City Code Section 17.35.070, developers will submit a written request with the project application for any eligible credits requested against the amount of parkland dedication or the amount of the in-lieu fee. The developer will work with the Director of Parks & Recreation on the proposed credits and project's park, recreation and green space conditions. The Approving Authority must make findings that the on-site parks and recreation amenities meet the Code's standards. For housing developments of which 100% of the units are affordable or for senior citizens authorized by the California Civil Code or the Federal Fair Housing Amendments Act, the Approving Authority must make findings that the development complies with all other provisions of the section and that providing the additional credit would serve the public interest.

### 3. Schedule of Fees.

A. Fee Policy History. On October 14, 2014, Council adopted Resolution No. 14-8174 that set fees due in lieu of parkland dedication at 100% cost recovery for Fiscal Year (FY) 2014-15 based on land valuation from calendar year 2013 and park improvement value from 2014. In FY2015-16, fees remained unchanged due to the recent adoption of the ordinance and fees. On June 7, 2016 Council reviewed and adopted supplemental land valuation instructions for use in the calculation of the fees. On August 23, 2016 Council adopted Resolution No. 16-8358 that set fees due in lieu of parkland dedication at 100% of cost recovery based upon land valuation date of

December 31, 2015 for FY2016-2017 and park improvement value from 2014. On May 8, 2017, Council adopted Resolution No. 17-8427 that set fees due in lieu of parkland dedication at 100% of cost recovery based upon land valuation date of December 31, 2016 for FY2017-18 and park improvement value from 2014. In FY 2018-19, fees remained unchanged due to an extensive review and public comment periods. In FY2019-20, on August 27, 2019 Council adopted Resolution No. 19-8749 that made the statutory findings to be used in the calculation of fees due in lieu of parkland dedication at 100% cost recovery including, but not limited to the MFA parkland standard of 2.6 acres per thousand residents, the Quimby parkland standard of 3.0 acres per thousand residents, the Multiple Family Dwelling Unit average density of 2.40 persons per household, the Single-Family Dwelling unit average density of 2.98 persons per household, the average per acre land value for each ZIP Code area as of December 31, 2017 of \$3.738 million per acre in 95050, \$3.993 million per acre in 95051, and \$4.035 million per acre in 95054 to be annually undated according to City Code 17.35; and the average per acre value for park improvements/construction as of February 2018 of \$1.335 million per acre (\$3,471 per capita). However, Council requested additional policy alternatives to phase in the increase in park improvements cost to more than three years. Furthermore, Resolution No. 19-8749 maintained that for all development project applications currently on file, the existing fees would apply as adopted in FY2017-18 (Resolution No. 17-8427), i.e. no change in fees.

B. Phase-In Policy. After considering the alternatives, Council has selected the following phase-in policy for the change in fees to achieve 100% cost recovery over an extended period of time: Phase in the park improvement cost increase of \$2,664 (\$3,471 - \$807) per capita over a four-year period increasing 25% (\$666) per year and continue to adjust the land valuation (increase/decrease) fee component each year based on the annual land appraisal at 100% cost recovery.

C. Construction Cost Index. In order to continue to achieve, but not exceed, 100% cost recovery, the City shall in two years, revisit the use of the California Construction Cost Index (increase/decrease) to adjust the park improvement cost basis of \$3,471 per capita in the

calculation of future fees due in lieu of parkland dedication.

D. The land valuation component will be subject to the updated annual land value appraisal report and supplemental instructions as adopted by Council June 7, 2016 with valuation dates of December 31 of each calendar year for use in calculating the following (next) fiscal year's fee update. Pursuant to Ordinances Nos. 1928 and 1937, projects subject to the Quimby Act and the Mitigation Fee Act, will provide for parkland (and/or its corresponding fee calculated and due in lieu of land dedication) according to the Quimby Act or Mitigation Fee Act as appropriate, and will provide for park improvements (and/or its corresponding fee calculated and due in lieu of improvements) according to the Mitigation Fee Act or its corresponding fee due in lieu of improvements.

E. Pursuant to Ordinances Nos. 1928 and 1937, fees subject to the Quimby Act and the Mitigation Fee Act are calculated and provided for each Zip Code Area of the City (95050, 95051, and 95054) in Attachment 1, attached hereto and incorporated herein by this reference.

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F. Implementation Schedule. For development projects subject to the Quimby Act, the proposed fees will be imposed on development projects with applications deemed complete on or after October 29, 2019 (immediately). For development projects subject to the Mitigation Fee Act, the proposed fees will be imposed on development projects with applications deemed complete on or after December 28, 2019 (60 days after adoption of Resolution). For development project applications "deemed complete" prior to this date, the existing fees will apply as adopted in FY2017-18 (Resolution No. 17-8427).

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 29<sup>TH</sup> DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, Mahan, O'Neill, and Watanabe, and Mayor Gillmor
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Fee Schedule - Four Year Phase-In (25% annually)

**Table A**  
**Park and Recreation Facilities Fee Schedule - Zip Code Area 95050**

Year		1			2			3			4				
		2019			2020			2021			2022				
<i>park improvement value increase=</i>		0.25	\$3,471	\$ 1,473	0.5	\$3,471	\$ 2,139	0.75	\$3,471	\$ 2,805	1	\$3,471	\$ 3,471		
<i>formula</i>		A	B	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D
Land Use	Cost Per Capita	Density	BaseFee	Admin Charge	Total Fee	BaseFee	Admin Charge	Total Fee	BaseFee	Admin Charge	Total Fee	BaseFee	Admin Charge	Total Fee	
<b>Quimby Act</b>															
<b><i>Single Family</i></b>															
Parkland	\$11,214	2.98	\$33,418	\$ 668	\$ 34,086	\$33,418	\$ 668	\$ 34,086	\$ 33,418	\$ 668	\$ 34,086	\$ 33,418	\$ 668	\$ 34,086	
Improvements	\$ 3,471	2.98	\$ 4,390	\$ 88	\$ 4,477	\$ 6,374	\$ 127	\$ 6,502	\$ 8,359	\$ 167	\$ 8,526	\$ 10,344	\$ 207	\$ 10,550	
<b>Total</b>	<b>\$14,685</b>		<b>\$37,807</b>	<b>\$ 756</b>	<b>\$ 38,563</b>	<b>\$39,792</b>	<b>\$ 796</b>	<b>\$ 40,588</b>	<b>\$ 41,777</b>	<b>\$ 836</b>	<b>\$ 42,612</b>	<b>\$ 43,761</b>	<b>\$ 875</b>	<b>\$ 44,637</b>	
<b><i>Multi-Family</i></b>															
Parkland	\$11,214	2.4	\$26,914	\$ 538	\$ 27,452	\$26,914	\$ 538	\$ 27,452	\$ 26,914	\$ 538	\$ 27,452	\$ 26,914	\$ 538	\$ 27,452	
Improvements	\$ 3,471	2.4	\$ 3,535	\$ 71	\$ 3,606	\$ 5,134	\$ 103	\$ 5,236	\$ 6,732	\$ 135	\$ 6,867	\$ 8,330	\$ 167	\$ 8,497	
<b>Total</b>	<b>\$14,685</b>		<b>\$30,449</b>	<b>\$ 609</b>	<b>\$ 31,058</b>	<b>\$32,047</b>	<b>\$ 641</b>	<b>\$ 32,688</b>	<b>\$ 33,646</b>	<b>\$ 673</b>	<b>\$ 34,319</b>	<b>\$ 35,244</b>	<b>\$ 705</b>	<b>\$ 35,949</b>	
<b>Mitigation Fee Act</b>															
<b><i>Single Family</i></b>															
Parkland	\$ 9,719	2.98	\$28,963	\$ 579	\$ 29,542	\$28,963	\$ 579	\$ 29,542	\$ 28,963	\$ 579	\$ 29,542	\$ 28,963	\$ 579	\$ 29,542	
Improvements	\$ 3,471	2.98	\$ 4,390	\$ 88	\$ 4,477	\$ 6,374	\$ 127	\$ 6,502	\$ 8,359	\$ 167	\$ 8,526	\$ 10,344	\$ 207	\$ 10,550	
<b>Total</b>	<b>\$13,190</b>		<b>\$33,352</b>	<b>\$ 667</b>	<b>\$ 34,019</b>	<b>\$35,337</b>	<b>\$ 707</b>	<b>\$ 36,044</b>	<b>\$ 37,322</b>	<b>\$ 746</b>	<b>\$ 38,068</b>	<b>\$ 39,306</b>	<b>\$ 786</b>	<b>\$ 40,092</b>	
<b><i>Multi-Family</i></b>															
Parkland	\$ 9,719	2.4	\$23,326	\$ 467	\$ 23,792	\$23,326	\$ 467	\$ 23,792	\$ 23,326	\$ 467	\$ 23,792	\$ 23,326	\$ 467	\$ 23,792	
Improvements	\$ 3,471	2.4	\$ 3,535	\$ 71	\$ 3,606	\$ 5,134	\$ 103	\$ 5,236	\$ 6,732	\$ 135	\$ 6,867	\$ 8,330	\$ 167	\$ 8,497	
<b>Total</b>	<b>\$13,190</b>		<b>\$26,861</b>	<b>\$ 537</b>	<b>\$ 27,398</b>	<b>\$28,459</b>	<b>\$ 569</b>	<b>\$ 29,028</b>	<b>\$ 30,058</b>	<b>\$ 601</b>	<b>\$ 30,659</b>	<b>\$ 31,656</b>	<b>\$ 633</b>	<b>\$ 32,289</b>	

Four Year Phase-In (25% annually)

Attachment 1

**Table B  
Park and Recreation Facilities Fee Schedule - Zip Code Area 95051**

Year		1				2			3			4			
		2019				2020			2021			2022			
<i>park improvement value increase=</i>		0.25	\$3,471	\$ 1,473		0.5	\$3,471	\$ 2,139	0.75	\$3,471	\$ 2,805	1	\$3,471	\$ 3,471	
<i>formula</i>		A	B	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D
Land Use	Cost Per Capita	Density	BaseFee	Admin Charge	Total Fee										
<b>Quimby Act</b>															
<u><b>Single Family</b></u>															
Parkland	\$11,979	2.98	\$ 35,697	\$ 714	\$ 36,411	\$ 35,697	\$ 714	\$ 36,411	\$ 35,697	\$ 714	\$ 36,411	\$ 35,697	\$ 714	\$ 36,411	
Improvements	\$ 3,471	2.98	\$ 4,390	\$ 88	\$ 4,477	\$ 6,374	\$ 127	\$ 6,502	\$ 8,359	\$ 167	\$ 8,526	\$ 10,344	\$ 207	\$ 10,550	
<b>Total</b>	<b>\$15,450</b>		<b>\$ 40,087</b>	<b>\$ 802</b>	<b>\$ 40,889</b>	<b>\$ 42,072</b>	<b>\$ 841</b>	<b>\$ 42,913</b>	<b>\$ 44,056</b>	<b>\$ 881</b>	<b>\$ 44,937</b>	<b>\$ 46,041</b>	<b>\$ 921</b>	<b>\$ 46,962</b>	
<u><b>Multi-Family</b></u>															
Parkland	\$11,979	2.4	\$ 28,750	\$ 575	\$ 29,325	\$ 28,750	\$ 575	\$ 29,325	\$ 28,750	\$ 575	\$ 29,325	\$ 28,750	\$ 575	\$ 29,325	
Improvements	\$ 3,471	2.4	\$ 3,535	\$ 71	\$ 3,606	\$ 5,134	\$ 103	\$ 5,236	\$ 6,732	\$ 135	\$ 6,867	\$ 8,330	\$ 167	\$ 8,497	
<b>Total</b>	<b>\$15,450</b>		<b>\$ 32,285</b>	<b>\$ 646</b>	<b>\$ 32,930</b>	<b>\$ 33,883</b>	<b>\$ 678</b>	<b>\$ 34,561</b>	<b>\$ 35,482</b>	<b>\$ 710</b>	<b>\$ 36,191</b>	<b>\$ 37,080</b>	<b>\$ 742</b>	<b>\$ 37,822</b>	
<b>Mitigation Fee Act</b>															
<u><b>Single Family</b></u>															
Parkland	\$10,382	2.98	\$ 30,938	\$ 619	\$ 31,557	\$ 30,938	\$ 619	\$ 31,557	\$ 30,938	\$ 619	\$ 31,557	\$ 30,938	\$ 619	\$ 31,557	
Improvements	\$ 3,471	2.98	\$ 4,390	\$ 88	\$ 4,477	\$ 6,374	\$ 127	\$ 6,502	\$ 8,359	\$ 167	\$ 8,526	\$ 10,344	\$ 207	\$ 10,550	
<b>Total</b>	<b>\$13,853</b>		<b>\$ 35,328</b>	<b>\$ 707</b>	<b>\$ 36,034</b>	<b>\$ 37,313</b>	<b>\$ 746</b>	<b>\$ 38,059</b>	<b>\$ 39,297</b>	<b>\$ 786</b>	<b>\$ 40,083</b>	<b>\$ 41,282</b>	<b>\$ 826</b>	<b>\$ 42,108</b>	
<u><b>Multi-Family</b></u>															
Parkland	\$10,382	2.4	\$ 24,917	\$ 498	\$ 25,415	\$ 24,917	\$ 498	\$ 25,415	\$ 24,917	\$ 498	\$ 25,415	\$ 24,917	\$ 498	\$ 25,415	
Improvements	\$ 3,471	2.4	\$ 3,535	\$ 71	\$ 3,606	\$ 5,134	\$ 103	\$ 5,236	\$ 6,732	\$ 135	\$ 6,867	\$ 8,330	\$ 167	\$ 8,497	
<b>Total</b>	<b>\$13,853</b>		<b>\$ 28,452</b>	<b>\$ 569</b>	<b>\$ 29,021</b>	<b>\$ 30,050</b>	<b>\$ 601</b>	<b>\$ 30,651</b>	<b>\$ 31,649</b>	<b>\$ 633</b>	<b>\$ 32,282</b>	<b>\$ 33,247</b>	<b>\$ 665</b>	<b>\$ 33,912</b>	

Attachment 1 (continued)  
Four Year Phase-In (25% annually)

**Table C  
Park and Recreation Facilities Fee Schedule - Zip Code Area 95054**

Year		1			2			3			4			
		2019			2020			2021			2022			
park improvement value increase= formula		0.25	\$3,471	\$ 1,473	0.5	\$3,471	\$ 2,139	0.75	\$3,471	\$ 2,805	1	\$3,471	\$ 3,471	
A	B	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D	C=AxB	D=Cx0.02	E=C+D	
Land Use	Cost Per Capita	Density	BaseFee	Admin Charge	Total Fee	BaseFee	Admin Charge	Total Fee	BaseFee	Admin Charge	Total Fee	BaseFee	Admin Charge	Total Fee
<b>Quimby Act</b>														
<u>Single Family</u>														
Parkland	\$12,105	2.98	\$36,073	\$ 721	\$ 36,794	\$36,073	\$ 721	\$ 36,794	\$ 36,073	\$ 721	\$ 36,794	\$ 36,073	\$ 721	\$ 36,794
Improvements	\$ 3,471	2.98	\$ 4,390	\$ 88	\$ 4,477	\$ 6,374	\$ 127	\$ 6,502	\$ 8,359	\$ 167	\$ 8,526	\$ 10,344	\$ 207	\$ 10,550
<b>Total</b>	<b>\$15,576</b>		<b>\$40,462</b>	<b>\$ 809</b>	<b>\$ 41,272</b>	<b>\$42,447</b>	<b>\$ 849</b>	<b>\$ 43,296</b>	<b>\$ 44,432</b>	<b>\$ 889</b>	<b>\$ 45,320</b>	<b>\$ 46,416</b>	<b>\$ 928</b>	<b>\$ 47,345</b>
<u>Multi-Family</u>														
Parkland	\$12,105	2.4	\$29,052	\$ 581	\$ 29,633	\$29,052	\$ 581	\$ 29,633	\$ 29,052	\$ 581	\$ 29,633	\$ 29,052	\$ 581	\$ 29,633
Improvements	\$ 3,471	2.4	\$ 3,535	\$ 71	\$ 3,606	\$ 5,134	\$ 103	\$ 5,236	\$ 6,732	\$ 135	\$ 6,867	\$ 8,330	\$ 167	\$ 8,497
<b>Total</b>	<b>\$15,576</b>		<b>\$32,587</b>	<b>\$ 652</b>	<b>\$ 33,239</b>	<b>\$34,186</b>	<b>\$ 684</b>	<b>\$ 34,869</b>	<b>\$ 35,784</b>	<b>\$ 716</b>	<b>\$ 36,500</b>	<b>\$ 37,382</b>	<b>\$ 748</b>	<b>\$ 38,130</b>
<b>Mitigation Fee Act</b>														
<u>Single Family</u>														
Parkland	\$10,491	2.98	\$31,263	\$ 625	\$ 31,888	\$31,263	\$ 625	\$ 31,888	\$ 31,263	\$ 625	\$ 31,888	\$ 31,263	\$ 625	\$ 31,888
Improvements	\$ 3,471	2.98	\$ 4,390	\$ 88	\$ 4,477	\$ 6,374	\$ 127	\$ 6,502	\$ 8,359	\$ 167	\$ 8,526	\$ 10,344	\$ 207	\$ 10,550
<b>Total</b>	<b>\$13,962</b>		<b>\$35,653</b>	<b>\$ 713</b>	<b>\$ 36,366</b>	<b>\$37,637</b>	<b>\$ 753</b>	<b>\$ 38,390</b>	<b>\$ 39,622</b>	<b>\$ 792</b>	<b>\$ 40,415</b>	<b>\$ 41,607</b>	<b>\$ 832</b>	<b>\$ 42,439</b>
<u>Multi-Family</u>														
Parkland	\$10,491	2.4	\$25,178	\$ 504	\$ 25,682	\$25,178	\$ 504	\$ 25,682	\$ 25,178	\$ 504	\$ 25,682	\$ 25,178	\$ 504	\$ 25,682
Improvements	\$ 3,471	2.4	\$ 3,535	\$ 71	\$ 3,606	\$ 5,134	\$ 103	\$ 5,236	\$ 6,732	\$ 135	\$ 6,867	\$ 8,330	\$ 167	\$ 8,497
<b>Total</b>	<b>\$13,962</b>		<b>\$28,714</b>	<b>\$ 574</b>	<b>\$ 29,288</b>	<b>\$30,312</b>	<b>\$ 606</b>	<b>\$ 30,918</b>	<b>\$ 31,910</b>	<b>\$ 638</b>	<b>\$ 32,549</b>	<b>\$ 33,509</b>	<b>\$ 670</b>	<b>\$ 34,179</b>

Attachment 1 (Continued)  
Four Year Phase-In (25% annually)

**RESOLUTION NO. 21-8970**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
TO ESTABLISH THE PARKLAND IN LIEU FEE SCHEDULE FOR  
NEW RESIDENTIAL DEVELOPMENT IN ACCORDANCE WITH  
CHAPTER 17.35 (“PARK AND RECREATIONAL LAND”) OF  
TITLE 17 (“DEVELOPMENT”) OF THE CODE OF THE CITY OF  
SANTA CLARA**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara is the Government entity responsible for providing public parks, recreation and open space facilities within the City of Santa Clara;

**WHEREAS**, the 2010-2035 General Plan includes a goal that new parks, open space and recreation be provided with new development so that existing facilities are not overburdened;

**WHEREAS**, the report entitled “Public Facilities Impact Fee Study” dated June 25, 2014 (“Nexus Study”), was prepared by Willdan Financial Services, Inc. and approved by Council in June 2014;

**WHEREAS**, on July 15, 2014, the City Council adopted Ordinance No. 1928, which added Chapter 17.35 to the City Code, and requires new residential development to provide adequate community and neighborhood park land for active recreational uses, and/or under certain conditions to pay a fee in lieu of parkland dedication;

**WHEREAS**, on February 24, 2015, the City Council adopted Ordinance No. 1937, adding duplex dwellings to the types of developments subject to the parkland dedication requirement, and removing the one (1) acre minimum parkland dedication prior to a developer being able to receive financial credit for private recreational amenities and open space;

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**WHEREAS**, on August 27, 2019, Council approved Resolution No. 19-8749 which included the statutory findings required pursuant to the California Quimby Act (Quimby) and Mitigation Fee Act (MFA), including the report entitled "Santa Clara Park and Recreation Facilities Impact Fee Update Study" dated April 9, 2019 ("Nexus Study Update") prepared by Willdan Financial Services, Inc., and the professional land valuation appraisal report with a valuation date of December 31, 2017, and the park improvements replacement costs with values as of 2017;

**WHEREAS**, on October 29, 2019 Council approved Resolution No. 19-8769 to establish the Parkland In Lieu Fee Schedule for New Residential Development in Accordance with Chapter 17.35 of the Code of the City of Santa Clara, and directed staff to phase in the Park Improvement Costs over four years and to use the annual Land Valuation Appraisal Report in the calculation of annual fees;

**WHEREAS**, pursuant to SCCC Chapter 17.35, the City has surveyed land values and sales records, conducted a professional appraisal with a valuation date of December 31, 2020 to determine the fair market value of property in the City, and the City posted the Appraisal Report on the City website from March 30, 2021 to April 16, 2021 for public review and comment; the Council now wishes to use the applicable values for calculating the fees due in lieu of parkland dedication and to adopt the updated fee schedule for parkland in lieu fees;

**WHEREAS**, on May 5, 2021 and on May 12, 2021, a notice of the May 25, 2021 public hearing to consider a Resolution to establish the Parkland In Lieu Fee Schedule for New Residential Development in Accordance with Chapter 17.35 of the Code of the City of Santa Clara was published in the Weekly, a newspaper of general circulation;

**WHEREAS**, on May 21, 2021, a copy of the Report supporting this resolution and all supporting data were placed on file at the City Clerk's Office and the City website;

**WHEREAS**, the fees established by this resolution are derived from, are based upon, and do not exceed the costs of providing capital park and recreation land and facilities necessitated by the new residential development for which fees are levied;

**WHEREAS**, on May 25, 2021, the City Council opened a public hearing to consider the proposed fee schedule and draft resolution, at which time all interested persons were given an opportunity to give testimony and provide evidence, both in support of and in opposition to the proposed resolution. After one comment was received, and due to the lateness of the hour, the Public hearing was continued to the City Council Meeting of June 8, 2021 and,

**WHEREAS**, on June 8, 2021, the City Council continued its public hearing from the May 25, 2021 Council Meeting to consider the proposed fee schedule and draft resolution, at which time all interested persons were given an opportunity to give testimony and provide evidence, both in support of and in opposition to the proposed resolution.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. Findings and Purpose. That the City Council hereby finds and declares that:

A. New residential subdivisions and new non-subdivided residential projects generate impacts and demands for public services, facilities, and neighborhood and community parkland, and have a significant effect on the use and availability of park and recreation space and facilities, and that the limited open space and recreation amenities provided by these residential developments are insufficient to meet demands.

B. It is the City's intent and desire (General Plan Goals & Policies: 5.9.1-G3, -G4; 5.9.1-P14, -P18, -P20) to require that such developments contribute their fair share of land, facilities, or amenities or contribute public costs toward the purchase, development and/or improvement of park and recreational facilities.

C. The imposition of impact fees is one of the customary methods of ensuring that development bears a proportionate share of the cost of capital facilities necessary to accommodate such development in order to promote and protect the public health, safety and welfare.

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D. The provisions of this Resolution are enacted pursuant to the Charter, the City of Santa Clara General Plan and sections 66000-66025, 66477, and 66479 of the California Government Code (the "Mitigation Fee Act" and the "Quimby Act"), as may be applicable.

E. The report entitled "Public Facilities Impact Fee Study" ("Nexus Study") dated June 25, 2014, prepared by Willdan Financial Services, Inc. and reviewed by Council in June 2014, set forth a reasonable methodology and analysis for the determination of the impact of development on the need for and costs for additional capital parks and recreation facilities improvements in the City.

F. The report entitled "Santa Clara Park and Recreation Facilities Impact Fee Update Study" ("Nexus Study Update") dated April 9, 2019, prepared by Willdan Financial Services, Inc. and reviewed by Council on May 21 and August 27, 2019, set forth a reasonable methodology and updated analysis for the determination of the impact of development on the need for and the costs for additional capital parks and recreation facilities improvements in the City.

G. Pursuant to Government Code Section 66016, the City made data available regarding the costs, or estimated costs, to provide services and proposed parkland dedication standards for the public facility impact fees by posting the Nexus Study Update prepared by Willdan Financial Services, Inc., on the City's Website on April 9, 2019 and the park improvement replacement costs contained in the Facility Condition Assessment Report ("Kitchell 2017") on the City Website in January 2018, and provided the land valuation Appraisal Report prepared by Frank Schmidt & Associates dated December 31, 2020 ("Appraisal Report") on the City's website on March 30, 2021, all of which dates were all at least ten (10) days before the Council public hearing on May 25, 2021, and the continued Council public hearing on June 8, 2021.

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H. After careful consideration, including review of documentary evidence and additional information submitted in the administrative review process, the City Council finds the imposition of impact fees to finance major public park and recreational land acquisition, development and rehabilitation, as revised using the values set forth in the Nexus Study Update Report, is in the public interest and general welfare of the City and its residents, is equitable, and does not impose an undue burden on new development.

2. Calculation of Fees.

A. The Nexus Study Update calculates the parks fees that would fund the fair share cost to new development for additional capital parks and recreational facilities and improvements. The Nexus Study is based on the General Plan planning horizon of 2010-2035 and estimates the future residential population needs for parkland and recreational facilities. The Nexus Study Update determines a fair share of future planned public facilities using the “system plan” method to assure that new development doesn’t pay for existing service deficiencies. The Nexus Study Update uses the “existing inventory demand standard” translated into facility costs per capita to determine new development’s fair share of planned facility costs and to calculate the maximum parks fee. The cost standard provides a reasonable method for converting disparate types of facilities, in this case parkland and special use recreational facilities, into a single measure of demand (capital cost per capita). The cost standard is based on the existing inventory of parks and recreation facilities. New development will fund the expansion of facilities at the same rate that existing development has provided facilities. This method sets the fee that will fund the expansion of park facilities at the same standard that currently serves existing residents. The Nexus Study Update provides a reasonable methodology to determine the impacts and costs of new residential development. The City may adopt development impact fees up to the legally justified amounts in the Nexus Study Update (100% cost recovery).

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B. Pursuant to Ordinances Nos. 1928 and 1937, projects subject to the Quimby Act and the Mitigation Fee Act, will provide for parkland (and/or its corresponding fee calculated and due in lieu of land dedication) according to the Quimby Act and/or Mitigation Fee Act as appropriate, and will provide for park improvements (and/or its corresponding fee calculated and due in lieu of improvements) according to the Mitigation Fee Act or its corresponding fee due in lieu of improvements.

C. Pursuant to Santa Clara City Code Chapter 17.35, the maximum amount of the fees due in lieu of required parkland dedication shall be determined by the fair market value of the amount of land that would otherwise be required to be dedicated and using the average per acre land value for property in the City of Santa Clara for each of the three existing ZIP Codes in the City (95050, 95051, 95054), for each of the Dwelling Unit Categories (Single Family, Multi-family) on an annual basis in a Council resolution.

D. Parkland Dedication Standard. In calculation of parkland dedication or fees due in lieu thereof, new residential developments subject to the Mitigation Fee Act will use the existing parkland ratio of 2.6 acres per thousand residents; and, new residential subdivisions subject to the Quimby Act will use the City parkland standard of 3.0 acres of property for each one thousand residents for public park and recreational facilities.

E. Dwelling Unit Categories and Density. In calculation of parkland dedication or fees due in lieu thereof, the types of dwelling units and average density factors (U.S. Census Bureau, 2017 American Community Survey) are: (1) Multiple Family Dwelling equals 2.40 persons per household; and, (2) Single-Family Dwelling equals 2.98 persons per household.

F. In conformance with City Code Section 17.35.050, in subdivisions of over fifty (50) parcels of land, in condominium developments of more than fifty (50) dwelling units, and in residential developments not involving a subdivision, a combination of land dedication and fee payment may be required. Developments of fifty (50) units or less will be required to pay an in-lieu fee.

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G. In conformance with City Code Section 17.35.070, developers will submit a written request with the project application for any eligible credits requested against the amount of parkland dedication or the amount of the in-lieu fee. The developer will work with the Director of Parks & Recreation on the proposed credits and project's park, recreation and green space conditions. The Approving Authority must make findings that the on-site parks and recreation amenities meet the Code's standards. For housing developments of which 100% of the units are affordable or for senior citizens authorized by the California Civil Code or the Federal Fair Housing Amendments Act, the Approving Authority must make findings that the development complies with all other provisions of the section and that providing the additional credit would serve the public interest.

H. The land valuation component will be subject to the updated annual land value appraisal report and supplemental instructions as adopted by Council June 7, 2016 with valuation dates of December 31 of each calendar year for use in calculating the following (next) fiscal year's fee update.

1. Land Valuation Appraisal. An independent real estate appraisal firm, Frank Schmidt & Associates, was retained to provide a "Fair Market Value" opinion (valuation date of December 31, 2020) conforming to Uniform Standards of Professional Appraisal Practice and using the City's Supplemental Instructions for an average acre of land (hypothetical, rectangular, useable site) for property in each of the three existing City of Santa Clara Zip Codes 95050, 95051, 95054. The data set included all property types: Single Family (low and very low density), High Density Residential, Medium Density Residential, Commercial/Retail, Industrial, Lots and Land. Excluded were transactions considered not "arms-length", having encumbered or clouded title, environmentally impaired sites, or more than three (3) years old. An inflation factor was computed and applied to comparable sales over one year old based on reasonable and rational considerations such as sales and rental trends or other appropriate methods. The weighted average of each property type was based on the percentage of land area in the sales transactions.

2. Land Valuation Appraisal Findings. Based on the findings of the Appraisal Report, the average per acre land value for each ZIP Code area as of December 31, 2020, is: \$4.720 million per acre (\$108.36/sf) in 95050; \$5.120 million per acre (\$117.54/sf) in 95051; and, \$4.495 million per acre (\$110.88/sf) in 95054. If a developer objects to this determination of fair market value, the developer may elect to have the value established by appraisal, in conformance with City Code Section 17.35.040(b)(2).

3. Park Improvement Value Findings. In 2017, an independent asset inventory evaluation firm, Kitchell CEM, was retained by the City to provide a complete asset inventory and facility condition assessment of all parks and recreation assets in the City for inclusion in the City's Enterprise Asset Management System and geo-database for lifecycle asset management (GIS-Lucity), and conforming to the industry standards used a reasonable methodology to determine the replacement cost for all existing assets and from which a condition index could be calculated (Kitchell Report dated February 21, 2018). The report was available on the City website, reported at the Parks & Recreation Commission, and noted and filed by the City Council on April 24, 2018. The total replacement cost of park assets inventoried in existing parks is the basis from which the system determines a reasonable estimate of the average per acre value of existing park improvements. The cost to provide an asset or set of assets in a park ("park improvements") is found to be the same as the current replacement cost of an asset such that a new park will provide the same level of service to new residents as received by existing residents in the park system as a whole, but no greater. Following stakeholder meetings on June 11, 2018 and June 27, 2018, adjustments were made (subtracted) in the inventory's costs for non-standard park facilities and buildings. The City then further reviewed actual construction bid prices for recent park construction projects in the City of Santa Clara, and the City contracted with an independent construction cost estimator to review the existing park inventory cost data. Based on these analyses and findings, the reasonable

average cost per acre for park improvements was determined and found to be \$1.335 million per acre (\$3,471 per capita).

4. Park Improvement Value Phase-in & Fee Direction. On October 29, 2019, Council adopted Resolution No. 19-8769 which directed staff to “phase in” the 2018 per capita improvement value over four years (i.e. for FY2019/20 use \$1,473 per capita, for FY2020/21 use \$2,139 per capita, for FY2021/22 use \$2,805 per capita, and for FY2022/23 use \$3,471 per capita). In the Resolution No 19-8769, Council also directed staff to use 100% of the land valuations from December 31, 2017. Council also directed staff to revisit the use of the California Construction Cost Index (increase/decrease) to adjust the park improvement cost basis of \$3,471 per capita in the calculation of fees due in lieu of parkland dedication.

3. Schedule of Fees.

A. Fee Policy History. On October 14, 2014, Council adopted Resolution No. 14-8174 that set fees due in lieu of parkland dedication for Fiscal Year (FY) 2014/15 at 100% cost recovery based on land valuation from calendar year 2013 and park improvement value as of 2014. In FY2015/16, fees remained unchanged due to the recent adoption of the ordinance and fees. On June 7, 2016, Council adopted supplemental instructions for land valuation to be used in the land appraisal process. On August 23, 2016, Council adopted Resolution No. 16-8358 that set fees due in lieu of parkland dedication for FY2016/17 at 100% of cost recovery based upon the land valuation date of December 31, 2015 and park improvement value as of 2014. On May 8, 2017, Council adopted Resolution No. 17-8427 that set fees due in lieu of parkland dedication for FY2017/18 at 100% of cost recovery based upon the land valuation date of December 31, 2016 and park improvement value as of 2014. In FY 2018/19, fees remained unchanged due to an extensive review and public comment periods regarding the Nexus Study Update. On October 29, 2019, Council adopted Resolution No. 19-8769 that set fees due in lieu of parkland dedication for FY2019/20 at less than 100% cost recovery based on the land valuation date of December 31, 2017 and the use of the park improvement value as of 2014 plus 25% (\$666) of 2018 park

improvement value increase. On April 28, 2020 Council adopted Resolution No. 20-8839 which set fees for FY2020/21 at less than 100% cost recovery based on the use of the land valuation date of December 31, 2017 and the park improvement value as of 2014 plus 50% (\$1,332) of the 2018 improvement value increase; due to impacts of the COVID19 global pandemic the land valuation appraisal was not available for use in the fee calculation at that time. Council direction in 2019 was to adjust the land valuation (increase/decrease) fee component each year based on the annual land appraisal at 100% cost recovery.

B. Pursuant to Ordinances Nos. 1928 and 1937, fees subject to the Quimby Act and the Mitigation Fee Act are calculated and provided for each Zip Code Area of the City (95050, 95051, and 95054) in Attachment 1, attached hereto and incorporated herein by this reference. The fees in this resolution are calculated using 100% cost recovery for the average per acre land value for each ZIP Code area as of December 31, 2020 (i.e.: \$4.720 million per acre (\$108.36/sf) in 95050; \$5.120 million per acre (\$117.54/sf) in 95051; and, \$4.830 million per acre (\$110.88/sf) in 95054) and 75% of the 2018 per capita improvement value (i.e. for FY2021/22 use \$2,805 per capita) in conformance with previous Council direction on October 29, 2019.

C. Implementation Schedule. For development projects subject to the Quimby Act, the proposed fees will be imposed on development projects with applications deemed complete on or after June 11, 2021 (immediately). For development projects subject to the Mitigation Fee Act, the proposed fees will be imposed on development projects with applications deemed complete on or after August 9, 2021 (60 days after adoption of this Resolution). For development project applications "deemed complete" prior to this date, the existing fees will apply as adopted in Resolution No. 20-8839.

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4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 10<sup>TH</sup> DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Becker, Chahal, Jain and Watanabe

NOES: COUNCILORS: Hardy, and Park, and Mayor Gillmor

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Fee Schedule - Fiscal Year 2021/22

**Attachment 1**

<b>Table A</b>			
<b>Parkland Dedication In-Lieu Fee Schedule - FY2021/22</b>			
<b>95050</b>			
<b>Applicable Fee Type</b>	<i>Calculation</i>	<b>MFA</b>	<b>Quimby</b>
\$/Acre (12-31-2020)	<i>A</i>	\$4,720,000	\$4,720,000
Park Acres/1000 Pop. LOS Standard	<i>B</i>	2.6	3
Total Cost per 1,000	<i>C = A x B</i>	\$12,272,000	\$14,160,000
Cost per capita	<i>D = C/1000</i>	\$12,272	\$14,160
Density Single Family (Census)	<i>D x 2.98</i>	\$36,570	\$42,197
Improvements (@75%)	<i>\$2,805 x 2.98</i>	\$8,359	\$8,359
Admin Charge	<i>0.02</i>	\$899	\$1,011
<b>Total Single Family (SF) Dwelling Fee</b>		<b>\$45,828</b>	<b>\$51,567</b>
Density Multi Family (Census)	<i>D x 2.4</i>	\$29,452	\$33,984
Improvements (@75%)	<i>\$2805 x 2.4</i>	\$6,732	\$6,732
Admin Charge	<i>0.02</i>	\$724	\$814
<b>Total Multi Family (MF) Dwelling Fee</b>		<b>\$36,908</b>	<b>\$41,530</b>

**Attachment 1 (continued)**

<b>Table B</b>			
<b>Parkland Dedication In-Lieu Fee Schedule - FY2021/22</b>			
<b>95051</b>			
<b>Applicable Fee Type</b>	<i>Calculation</i>	<b>MFA</b>	<b>Quimby</b>
\$/Acre (12-31-2020)	<i>A</i>	\$5,120,000	\$5,120,000
Park Acres/1000 Pop. LOS Standard	<i>B</i>	2.6	3
Total Cost per 1,000	<i>C = A x B</i>	\$13,312,000	\$15,360,000
Cost per capita	<i>D = C/1000</i>	\$13,312	\$15,360
Density Single Family (Census)	<i>D x 2.98</i>	\$39,669	\$45,772
Improvements (@75%)	<i>\$2,805 x 2.98</i>	\$8,359	\$8,359
Admin Charge	<i>0.02</i>	\$961	\$1,083
<b>Total Single Family (SF) Dwelling Fee</b>		<b>\$48,989</b>	<b>\$55,214</b>
Density Multi Family (Census)	<i>D x 2.4</i>	\$31,948	\$36,864
Improvements (@75%)	<i>\$2,805 x 2.4</i>	\$6,732	\$6,732
Admin Charge	<i>0.02</i>	\$774	\$872
<b>Total Multi Family (MF) Dwelling Fee</b>		<b>\$39,454</b>	<b>\$44,468</b>

**Attachment 1 (Continued)**

<b>Table C</b>			
<b>Parkland Dedication In-Lieu Fee Schedule - FY2021/22</b>			
<b>95054</b>			
<b>Applicable Fee Type</b>	<i>Calculation</i>	<b>MFA</b>	<b>Quimby</b>
\$/Acre (12-31-2020)	<i>A</i>	\$4,830,000	\$4,830,000
Park Acres/1000 Pop. LOS Standard	<i>B</i>	2.6	3
Total Cost per 1,000	<i>C = A x B</i>	\$12,558,000	\$14,490,000
Cost per capita	<i>D = C/1000</i>	\$12,558	\$14,490
Density Single Family (Census)	<i>D x 2.98</i>	\$37,422	\$43,180
Improvements (@75%)	<i>\$2,805 x 2.98</i>	\$8,359	\$8,359
Admin Charge	<i>0.02</i>	\$916	\$1,031
<b>Total Single Family (SF) Dwelling Fee</b>		<b>\$46,697</b>	<b>\$52,570</b>
Density Multi Family (Census)	<i>D x 2.4</i>	\$30,139	\$34,776
Improvements (@75%)	<i>\$2,805 x 2.4</i>	\$6,732	\$6,732
Admin Charge	<i>0.02</i>	\$738	\$830
<b>Total Multi Family (MF) Dwelling Fee</b>		<b>\$37,609</b>	<b>\$42,338</b>



## Agenda Report

22-99

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### EXECUTIVE SUMMARY

The City of Santa Clara Municipal Fee Schedule provides a detailed list of fees charged by the City for specific services. The purpose of these fees is to recover costs related to providing the services, with varying levels of cost-recovery. City staff review the fee schedule on an annual basis. Periodically, a cost of service study is performed to identify the City's full costs of providing fee-related services. This fiscal year's proposed fee schedule reflects a comprehensive fee study that was performed by the third-party consultant, ClearSource Financial Consulting, in coordination with City departments. The intent of this study was to review all the costs of services provided and to adjust fees as necessary to obtain a reasonable level of cost recovery.

Additionally, the City's consultant, alongside the Parks & Recreation Department, developed a Cost Recovery Policy for Parks & Recreation services. A community survey was conducted and a joint meeting with the Parks & Recreation Commission, Senior Advisory Commission, and Youth Commission took place to get community input on what residents/interested parties felt were reasonable levels of cost recovery for Parks & Recreation services offered.

On April 5, 2022, a study session was held to review the Proposed FY 2022/23 Municipal Fee Schedule and Parks & Recreation Cost Recovery Policy with the City Council and the public. Responses to City Council and general public questions and/or comments are included in this report. In addition, a revision to the Parks & Recreation Cost Recovery Policy is recommended in this report incorporating the feedback received from the study session.

#### BACKGROUND

User and regulatory fees are established by the City Council. The City of Santa Clara's Proposed FY 2022/23 Municipal Fee Schedule (Fee Schedule) is a compilation of fees for City services provided to members of the public. The advantages of updating the City's user fees include ensuring that fees are set based on current costs and approved cost recovery objectives while providing transparency in the fee structure for the City's development-related and other municipal fees. These fees cover the costs for specific City services, except those mandated by or set by another Council action or document (e.g., Electric Rate Schedule, Water & Sewer Utilities Rate Schedule, and Santa Clara Recreation Activity Guide).

Proposition 218 and California Government Code Section 66014 enable local agencies to set fees at rates that obtain fair and reasonable recovery of costs incurred in providing these services, thereby minimizing or eliminating the use of limited general tax revenues to fund these services. To the extent that a fee has been set based upon a presumption of 100% cost recovery, the City cannot waive the fee unless it does so out of another permissible funding source such as the General Fund.

California Government Code Section 66016(a) states that prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting at which oral or written presentations can be made as part of a regularly scheduled meeting. Further, pursuant to Government Code section 66018, notices for this public hearing have been published in the Santa Clara Weekly on March 30 and April 6, 2022. Staff has also notified all interested parties that have requested to be notified regarding proposed fee updates. This item and staff's recommendations are intended to be considered upon completion of the public hearing. The public hearing provides all interested parties with an opportunity to comment or request clarification regarding any of the fees proposed for update.

The City's Municipal Fee Schedule is reviewed annually by City staff as part of the normal course of operations. Periodically, a cost of service study is performed to identify the City's full costs of providing fee-related services. Incremental updates typically occur in the years in between comprehensive studies, which was the case last fiscal year.

As part of the adoption of the FY 2021/22 Biennial Operating Budget on June 21, 2021, the Council directed staff to bring forward a Parks & Recreation Cost Recovery Policy as part of the comprehensive review of fees. The budget was also balanced with the assumption that additional revenues of \$0.7 million would be generated as a result of the cost recovery policy.

The FY 2022/23 fee schedule update was influenced by a comprehensive cost of service study completed in calendar year 2021 by ClearSource Financial Consulting. Results of the comprehensive study are included as Attachment 1. This study also includes an evaluation of Parks and Recreation fees and the results of a community survey that was administered in order to get input for the development of the new cost recovery policy. The presentation that was provided to members of the Parks & Recreation Commission, Senior Advisory Commission, Youth Commission, and general public is also included in Appendix A of Attachment 1.

A Study Session was held on April 5, 2022 on the Proposed FY 2022/23 Municipal Fee Schedule and the Parks & Recreation Cost Recovery Policy. Responses to the City Council as well as public feedback and questions are included in the discussion section below.

## **DISCUSSION**

The City's Municipal Fee Schedule (Attachment 2) identifies fees for services and activities provided at the request of, or on behalf of, a single party as opposed to the public at large. These fees are commonly referred to as "user and regulatory fees." Examples of user and regulatory fees collected by the City of Santa Clara and municipalities throughout California include, but are not limited to:

- Planning Fees, for services such as entitlement review and review for compliance with the zoning code
- Building Fees, for services such as permitting of new construction or modifications to existing

structures

- Engineering Fees, for services such as map review, encroachment permitting, and public improvement review
- Utility Fees, for services such as requests for sewer lateral inspections, and restoration of discontinued service
- Police Fees, for services such as vehicle impound and false alarm response
- Fire Fees, for services such as annual inspections and construction review to ensure compliance with the fire code
- Recreation Fees, for services such as program participation fees, and facility rental fees
- Park Fees due in lieu of parkland dedication, for residential development pursuant to Quimby Act and Mitigation Fee Act
- Cemetery Fees, for services such as interment rights, components of burial, and endowed care
- Administrative Fees, for services such as requests for public records

User and regulatory fees specifically exclude:

- Taxes
- Assessments
- Franchise Fees
- Development Impact Fees
- Fines or Penalties
- Utility Rates and Services Charges

As mentioned, a comprehensive fee study was done in preparation of the FY 2022/23 Proposed Municipal Fee Schedule. As part of this study, over 1,000 individual fees were reviewed, and the following reflects the changes recommended as part of the proposed fee schedule:

#### Summary of Changes to Fees Examined

Description	Count *	Percentage *
Fees Proposed to Decrease	82	8%
Fees Proposed to Remain Unchanged or Minor Adjustments Up to 10% or \$10 Change	851	79%
Fees Proposed to Increase by More than 10%	118	11%
New Fees Proposed	25	2%
<b>Total Fees Examined</b>	<b>1,076</b>	<b>100%</b>

#### Fees Proposed to Decrease and Minor Adjustments

- Eighty-seven percent (87%) of fees are proposed to either decrease, remain unchanged, or

reflect only minor adjustments (i.e., up to 10% or \$10 change).

Fees Proposed to Increase by More than Ten Percent (11%)

- Fee changes greater than 10% are the result of:
  - A recalibration in the cost of service.
  - Recent significant increases in the costs of materials and supplies included in service fees (e.g., increase in the cost of utility meters).
- A multi-year phase-in pattern is recommended for more than half of the fees proposed to increase by more than 10%. Immediate adjustment is primarily targeted only for new, discretionary activities.

New Fees Proposed

- 25 new fees are proposed
- The fees will allow the City to recover the costs of services or materials that are being requested of staff and for which corresponding fees or rates are not readily portrayed in the City’s fee schedule. These changes include:

#	Action	Fee Description	Proposed Fee	Initial Cost Recovery
<b>Fire Fees</b>				
1	Establish New Fee for Service	Review of Knox Box Installation	\$349	87%
2	Establish New Fee for Service	Operational Permit – Additive Manufacturing	\$267	100%
3	Establish New Fee for Service	Operational Permit – Lithium Battery Storage – Greater than 1,000 pounds	\$267	100%
4	Establish New Fee for Service	Operational Permit – Update of Emergency Contact Information	\$25	37%
5	Establish New Fee for Service	Operational Permit – Smoke Control and Evacuation Systems	\$697	87%
<b>Planning Fees</b>				
6	Establish New Fee for Service	Establish fee to comply with State Legislation – AB32 Tribal Consultation Fee	\$846	100%
7	Establish New Fee for Service	Establish fee to comply with State Legislation – SB9 Review Fee	\$1,692	100%
8	Establish New Fee for Service	Establish fee to comply with State Legislation – SB35 Review Fee	\$22,560	100%
9	Establish New Fee for Service	Zoning Clearance Review – For Home Occupancy	\$282	100%
10	Establish New Fee for Service	Zoning Clearance Review for Live Entertainment and Outdoor Dining (up to 24 seats)	\$282	100%
11	Establish New Fee for Service	Zoning Clearance Review – Other Non-Single Family	\$1,128	100%
12	Establish New Fee for Service	Tree Removal Permit – Single Family Residence	\$282	50%
13	Establish New Fee for Service	Tree Removal Permit – All Others	\$564	100%
14	Establish New Fee for Service	Establish fee for Code Enforcement Re-Inspections	\$266	100%

#	Action	Fee Description	Proposed Fee	Initial Cost Recovery
<b>Building Fees</b>				
15	Establish New Fee for Service	Alternate Materials & Methods Review (per hour)	\$220	100%
<b>Water Fees</b>				
16	Establish New Fee for Service	Engineering Plan Check for SFH Remodel	\$620	100%
17	Establish New Fee for Service	Water and Fire Service Tap (10" and 12")	\$1,588	100%
18	Establish New Fee for Service	Insertion Valve Installation (4" through 12" valves – excavation included)	Varies depending on size	100%
19	Establish New Fee for Service	Development Impact Analysis	\$2,783	100%
<b>Sewer Fees</b>				
20	Establish New Fee for Service	Establish fee for Plan Review of Fats, Oils, and Grease Collection Systems	\$1,248	100%
21	Establish New Fee for Service	Establish fee for Permit Inspection of Fats, Oils, and Grease Collection Systems	\$1,248	100%
22	Establish New Fee for Service	Establish fee for Issuance of Temporary Waste Discharge Permit	Varies depending on quantity	100%
<b>Electric Fees</b>				
23	Establish New Fee for Service	Project Clearance Committee / Subcommittee Review	\$801	100%
<b>PW Engineering Fees</b>				
24	Establish New Fee for Service	Permit Extensions for Permit Requests for all Projects	\$436	100%
<b>Parks &amp; Recreation Fees</b>				
25	Establish New Fee for Service	Parking at Parks and Recreation Facilities (fee for reserved parking)	\$5 - \$500 per event	varies

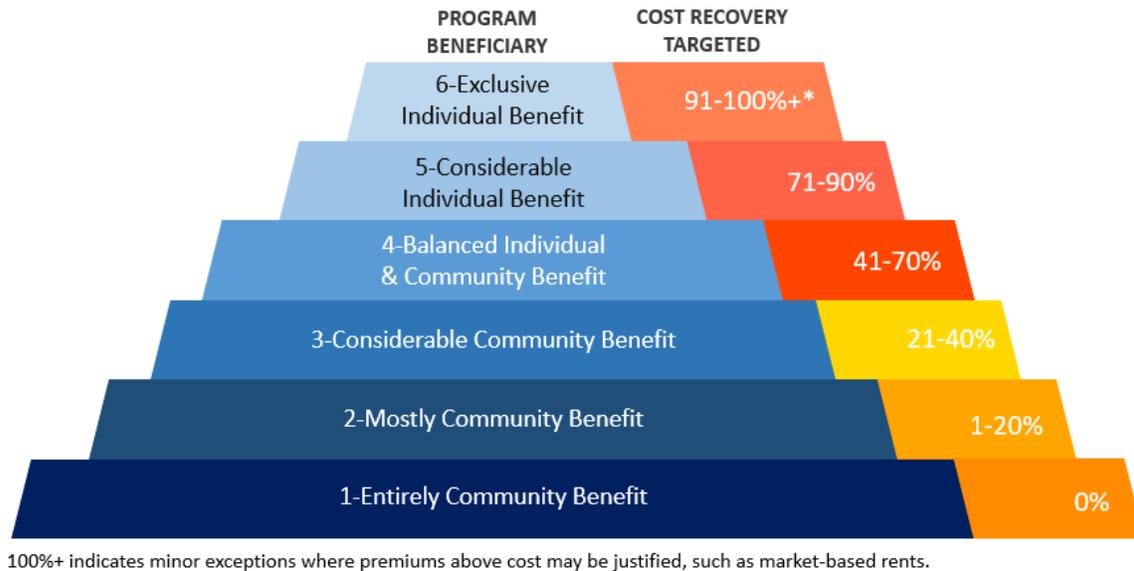
### Establishment of a Cost Recovery Policy for Parks & Recreation Services

As part of the fee study process, City staff conducted community outreach to assist with cost recovery policy development for parks and recreation programs and services. Appendix A of the User and Regulatory Fee Study Report (Attachment 1) includes the presentation provided to members of the Parks & Recreation Commission, Senior Advisory Commission, Youth Commission, and the general public.

Additionally, commission members and the general public were asked to participate in a survey about the amount of individual and/or community benefit the parks and recreation program areas provide and how much cost should be recovered from the participants (resident and non-resident) and organizations (non-profit and for profit) (Attachment 3). The survey was available from March 2, 2022 through March 17, 2022. The City received 234 total responses. Response summaries are illustrated in Appendix B of the User and Regulatory Fee Study Report. It should be noted, by a wide margin, survey respondents thought most programs and services provide a "Balanced Individual and Community Benefit with a cost recovery target of 41-70%." By a smaller margin, survey respondents thought that programs and services provide "Considerable Community Benefit with a cost recovery target of 21-40%". In summary, the community supports an amount of cost recovery from users of Parks & Recreation programs, facilities, and services above current cost recovery levels. While there is a recognition that there is shared individual and community benefit, the amount of program subsidy should be balanced based on the level of community and/or individual benefit.

The proposed policy is consistent with a foundational and widely used cost recovery tool that aligns

cost recovery and program pricing to individual and community benefit. This concept is illustrated below.



Department staff initially used the findings of the survey, without deviation, to inform the proposed cost-recovery policy for City Council consideration that was presented at the April 5, 2022 study session. Based on feedback from the study session, staff has revised the policy. The users of programs and services are now placed into three categories: residents, non-profit organizations serving Santa Clara, and everyone else (for profit businesses, non-residents). Changes were also made to where programs were placed in terms of percentage of cost recovery. For example:

- Competitions, meets, and tournaments that include competitors from other Cities were moved from the 71-90% cost recovery target to a lower 41-70% cost recovery target to recognize the value of access to high level competitions for participants and attendees.
- In recognition of non-profit organizations’ and community groups’ service to the City of Santa Clara, such organizations were moved from 41-70% cost recovery to the lower level of 1-20% cost recovery for facility use such as meeting rooms or social gatherings, and even the non-profit event fee was moved to this level.
- Programs providing considerable individual benefit such as a learn to dance class, pottery, keyboard, are now placed into the 71-90% cost recovery target due to their considerable individual benefit.

The higher levels of cost recovery in program and service areas are desired to help minimize the cuts to existing programs, facilities, and staffing that provide these programs and maintain facilities for public use. The proposed cost recovery policy is included as Attachment 4. Excerpts from that Cost Recovery Policy are included below.

### Targeted Cost Recovery in Fees

Once the full cost of service is established for each activity, the City will apply a consistent set of guidelines for determining the amount of cost to be recovered in the final fee amount. A cost recovery percentage will be applied to the full cost of service to calculate the fee. **Figure 1** describes the general criteria for assigning

Departmental programming, facility use, and services to cost recovery tiers. The cost recovery threshold assigned to each fee-related service and program area will be identified in the periodic analysis and documentation supporting the ongoing and seasonally managed calculation of the City’s Parks and Recreation fees.

**FIGURE 1 | COST RECOVERY GUIDELINES – PARKS AND RECREATION SERVICES**

BENEFIT-BASED RECOVERY TIER	DESCRIPTION	FEE BASED PROGRAM AREA
<b>0% COST RECOVERY</b> Entirely Community Benefit	Programs, facilities, and services that benefit the community as a whole. The community generally expects the City to offer these services and supports paying for these through taxes.	<ul style="list-style-type: none"> <li>General, non-exclusive park, playground, open space, trails, restrooms, and facility visitation and use</li> </ul>
<b>1-20% COST RECOVERY</b> Mostly Community Benefit	Programs, facilities, and services that provide benefit to the individual user, but have more fundamental goal of: <ul style="list-style-type: none"> <li>Seeking to engage community with high participation levels desirable</li> <li>Community problem solving (e.g., services for vulnerable or underserved populations)</li> </ul>	<ul style="list-style-type: none"> <li>Non-Profit facility use serving the City of Santa Clara</li> <li>Special Events</li> <li>Resident Senior Center Use</li> <li>Senior Nutrition Program</li> <li>Afterschool Program</li> </ul>
<b>21-40% COST RECOVERY</b> Considerable Community Benefit	Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. They may have a community benefit but to a smaller group of the community. Generally, costs of service are offset by both a tax subsidy to account for community benefit and participant fees to account for individual benefit.	<ul style="list-style-type: none"> <li>Early Learners</li> <li>Therapeutic Recreation</li> </ul>
<b>41-70% COST RECOVERY</b> Balanced Individual and Community Benefit	Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. Program, facility, and service use that benefits individuals primarily, but the community receives some benefit. <ul style="list-style-type: none"> <li>Services which are specialized and/or similar to private sector</li> <li>Comparable “market rates” for similar services affect ability to recover a greater percentage of costs</li> </ul>	<ul style="list-style-type: none"> <li>Competition, Meets, and Tournaments that include competitors from other cities</li> <li>Drop-in Fitness/Recreation/Swimming</li> <li>Youth Theater Programs</li> <li>Resident facility use</li> <li>City provided programs</li> </ul>
<b>71-90% COST RECOVERY</b> Considerable Individual Benefit	Benefits individuals significantly more than the community; Private sector or public agencies offer similar services; Demand for service, facility or program exceeds capacity	<ul style="list-style-type: none"> <li>Programs providing individual benefit</li> </ul>
<b>91-100% COST RECOVERY</b> Exclusively Individual Benefit	Benefit individuals; Commercial nature of services; Enterprise funds expected to operate without General Fund support	<ul style="list-style-type: none"> <li>Non-resident &amp; Commercial use of facilities</li> </ul>

The following shall serve as guidelines for categorizing Recreation Programs and services based on types of programs, target populations, and level of community benefit to determine appropriate subsidy Level:

- ➡ Programs with the highest level of community benefit will have the lowest level of cost recovery.

- Programs that have the greatest level of individual or group benefit will target the highest level of cost recovery.
- Pricing of programs and services takes into account market rates and the impact on demand which may override cost-recovery target considerations.
- Non-resident fees are priced higher than resident fees.
- Fees will be periodically reviewed to keep pace with changes in the cost of living, market demands, and/or to promote identified Recreation Programs.
- Staff will adjust fees to meet minimum cost-recovery rates and to be consistent with market demand for services.
- The City will continue to offer a grant program to offset the cost of programs for eligible low-income participants identified through its established procedures

Staff will seek to enhance and refine this policy over time.

#### Feedback from the April 5, 2022 Study Session

During the Study Session, the City Council and the public had questions and comments regarding the fee schedule and Parks and Recreation Cost Recovery Policy. Following are responses to the feedback received.

#### **Library and Parks & Recreation Community Room Rentals**

1. **Question:** Are there exemptions for non-profits and is there a policy to define non-profits for fee purposes?

**Response:** Yes, non-profit educational and service organizations include those that are incorporated in the State of California and have a recognized tax status through an IRS determination letter and category such as 509, 501c3 etc. (these would include Sierra Club, Rotary Club, Kiwanis, Veterans Post 419, Santa Clara Swim Club, Scouting, etc.). In addition, casual groups, such as craft clubs, mom & tot, and book clubs, may be grouped into the same category. Recognizing that these groups may not have non-profit status, official boards, or capacity to provide insurance, they would simply provide a membership roster showing members are City of Santa Clara residents. Since non-profit organizations and community groups are providing services to residents which is seen as a high community benefit, they would receive a higher level of subsidy and pay a lower level of cost recovery.

2. **Question:** The community room rental fees and technology fees seem excessive. The fees for community rooms may discourage individuals from using them when they should be available to all. The community room rental fees should be minimized and aligned to the “mostly community benefit” category in the Parks & Recreation Cost Recovery Policy. Can the community room fees be updated to be consistent with Senior Center charges?

**Response:** The community room rental fee for community/non-profit organizations is in the 1-20% cost recovery range, and now is proposed at \$20 per meeting. This fee should be reviewed annually to understand whether it has the desired effects on use, cost recovery, and community satisfaction.

The Library community room fee is currently suspended, and no change is included in the Proposed FY 2022/23 Municipal Fee Schedule. Proposed changes to the Library community rooms rental fees will be brought forward to the Board of Library Trustees with a special meeting called by April 22, 2022 to discuss how the Library will proceed. It is anticipated that a proposed fee change will be brought forward during the upcoming budget process at the end of the fiscal year.

The following two changes will be recommended to the Board of Library Trustees:

- A proposed flat fee of \$20/hr. with no minimum time requirement will be charged for Library community room use. This would make non-profit usage in line with Parks and Recreation spaces. This would be a change from past fees of \$50/hr. with a 2-hour minimum and a \$50 processing fee.
- Technology fees for Library community room rentals will no longer be charged. If groups require staff assistance throughout their reservation, they will be charged a staffing fee to offset the loss of staff time available for Library services.

**3. Question:** To avoid calling staff, can we use a system to help with scheduling the community rooms?

**Response:** The Department uses Active.net which is a system for facility reservation. The Department has a fillable pdf on-line and accepts use requests by email or fax. Even with online booking, there is an application review process and staff scheduling that requires communication between two separate divisions prior to confirmation with the applicant. There would still be a need to interact with recreation staff to ensure the facility is ready for use. Even when staff have cleaned a facility, there are outside factors that may impact a use and therefore communication with staff remains necessary. Separately, staff have been working on access improvements related to locking and unlocking the community rooms.

### **Parks and Recreation Fees and Cost Recovery Policy**

**4. Question:** For Parks & Recreation, the current fees recover approximately 11% of the \$24.8 million in costs. Is this subsidy level consistent with other cities?

**Response:** Each year the National Recreation and Park Association publishes an Agency Performance Review. The Agency Performance Review contains data from 1,000 unique park and recreation agencies across the United States, as reported between 2018 and 2020 and is widely considered to comprise the most comprehensive collection of park and recreation-related benchmarks and insights that inform professionals, key stakeholders and the public about the state of the park and recreation field.

The following table compares information generated in the Agency Performance Review to the City of Santa Clara. The findings indicate that the City of Santa Clara uses a greater share of its General Fund Tax Support and other dedicated revenues to meet annual operating expenses than the nationwide average. The City of Santa Clara is also ***approximately 50% under the national average for percentage of operating expenditures paid from earned/generated revenues*** (e.g., user and regulatory fees).

Description	National Average (1)	City of Santa Clara (2)
Operating Expenditures Paid from General Fund Tax Support and Other Dedicated Revenues	77%	89%
Operating Expenditures Paid from Earned / Generated Revenue	23%	11%

(1) Source: National Recreation and Park Association, 2021 NRPA Agency Performance Review, Figure 19.

(2) Source: FY 2021/22 Adopted Budget

**5. Question:** How can we ensure all services are available to all individuals, regardless of income level?

**Response:** The establishment of a grant program for persons with economic need is the preferred best practice to ensure access to the City’s programs. This would allow targeted subsidies to those in need. Conversely, the provision of 100% subsidy, i.e. “free” programs for all, would require an additional \$2-3 million in annual funds to offset the loss in current revenue. Given there is no source of funding to cover this loss and the General Fund has a structural deficit, this would result in an additional reduction in staff and maintenance, materials, supplies and utilities costs, which means that services would be reduced and/or eliminated.

**6. Question:** For low-income individuals taking children’s classes, how are we subsidizing access? Is this funded by the General Fund and/or Art & Wine Festival proceeds?

**Response:** The Parks and Recreation Department has received approximately \$25,000 annually from the Santa Clara Friends of Parks & Recreation, a non-profit organization which is no longer raising funds; but funds collected in the past can provide funding for the next few years. These funds are used to support individuals who cannot afford summer camp and recreation programs.

**7. Question:** What is the revenue generated from Program Beneficiaries 5 and 6, compared to Program Beneficiaries 1 through 4 in the Parks and Recreation Cost Recovery Policy?

**Response:** The vast majority of revenue generated by the Department is generated from participants in Tiers 1 through 4 of the cost recovery policy (0% - 70% cost recovery). While an exact figure is not available, estimated revenue generated from Tiers 5 & 6 (71% - 100% cost recovery) are approximated to represent less than 5% of current revenue generated. This is driven by the fact that most of the Department’s programming provides both individual and community benefits. Additionally, this indicates that for the Department to materially enhance cost recovery, adjustments will be required to fees and charges for programming within Tiers 1 through 4 of the cost recovery policy due to the high number of participant activities occurring within these tiers. The City provides a wide range of programs and services with a focus on delivering programs with the greatest community benefit and filling gaps in service that the market cannot address. To continue to help support this programming, it is important to judiciously recover costs across the Tiers.

**8. Question:** How were the Program Beneficiaries determined? What standards were used to

differentiate the tiers between how much community benefit?

**Response:** In general, program beneficiaries were determined based on community feedback, department staff recommendations, and feedback provided by the City Council. The cost recovery tiers align to generally accepted cost recovery policy framing used with the parks and recreation industry. As part of the initial process, survey respondents were shown differentiated levels of benefit and asked whether the parks and recreation program areas provided greater or lesser levels of community and individual benefit or balanced (see survey - Attachment 3). This approach is similar to crowd sourcing/crowd wisdom which has at its foundation a belief that the collective knowledge and opinions of a group are better at decision-making, problem-solving, and innovating than an individual. In utilizing this approach, the intent is to develop a cost recovery policy that is directly informed by Santa Clarans, reflecting the values of our community.

**9. Feedback:** Charges should be proportional to where money is coming from.

**Response:** The fees included within the fee schedule are based on the cost to provide the service to users and the determination of the cost-recovery level. The fees are generally set proportionally to the costs.

**10. Feedback:** Parks services should not be full cost recovery.

**Response:** Parks & Recreation Services are not full cost recovery. Overall, the current cost recovery rate is well below the national average at only 11%, resulting in a General Fund subsidy of 89%. This negatively impacts the City's ability to continue support of General Fund programs across the City. The proposal is to enhance cost recovery to better support staffing for the program and maintenance of the facilities and avoid reductions in these areas. Overall, the fees would remain well below 100% cost recovery.

### Other Fee Comments/Questions

**11. Feedback:** In the Fire Department fee section, there is a proposed First Tent, Canopy, or Air Supported Structure fee of \$932.67. There is not a clear definition of the canopy.

**Response:** The California Fire Code (CFC) does not require permits to be obtained from the fire department for small tents and canopies at parks, single-family dwellings, public & private schools, or for funeral services, to name a few.

The CFC requires that tents and membrane structures over 400 square feet are not erected, operated, or maintained without first obtaining a permit from the fire department. The permit threshold for canopies (tents without sides) is over 700 square feet if the following conditions are met:

1. Multiple canopies placed side-by-side don't exceed 700 squares without a 12-foot fire break; and
2. A minimum clearance of 12 feet to all structures and other tents is provided.

The CFC provisions regulate elements like location, fire department access, seismic anchorage, exiting, and State Fire Marshal certification. Typical events where large tents and canopies are utilized include concerts, conferences, weddings, skating rinks, cooking operations, fairs, carnivals, worship, competitions, or other assembly events.

**12. Question:** There was a question from the public regarding the new SB35 review fee of \$22,560

in the Community Development/Planning section of the fee schedule.

**Response:** This new fee was added to address residential projects that would be going through an SB 35 site and architectural review process. This would differentiate from the standard charge for the review of this type of new development - non-single-family residence - that is proposed at a higher rate of \$33,840.

- 13. Question:** There was a question from the public regarding the new Development Impact Analysis Fee in the Water & Sewer/Water section of fee schedule.

**Response:** The new Development Impact Analysis fee is a hydraulic modeling fee specifically for larger developments like Specific Plans where there is an Environmental Impact Review or Water Supply Assessments.

- 14. Feedback:** There was a comment from a member of the Board of Library Trustees regarding input on changes to library fees.

**Response:** The proposed library fees reflect no increases from prior year levels, with one fee reflecting a significant decrease. As discussed above, Library staff will be meeting with the Board of Library Trustees to discuss the community room rental fee, and it is anticipated that a proposed fee change will be brought forward during the upcoming budget process at the end of the fiscal year.

### General Comments/Questions

- 15. Question:** Can we quantify the amount of revenue for the fees?

**Response:** The estimated revenue impact of the proposed fee adjustments equates to approximately \$1.4 million and recovers increasing costs in the General Fund as well as other funds. These increases are factored into the annual budget. Using the fee adjustments from the cost recovery policy, some inflationary adjustments for Recreation classes and programs, and assuming increased participation levels, the estimated revenue for Parks & Recreation is approximately \$0.6 million. It should be noted that the FY2021/22 & FY2022/23 Biennial Operating Budget assumed \$0.7 million additional revenue from the Parks & Recreation Cost Recovery Policy development. Revenues will be adjusted annually as part of the budget process.

- 16. Question:** How does the City of Santa Clara compare to other jurisdictions? Is the City an outlier in any category? Are we charging more anywhere or less anywhere compared to other cities?

**Response:** The vast majority of fees (87%) are proposed to either decrease, remain unchanged, or reflect only minor adjustment for FY 2022/23. The underlying cost of service calculations are consistent with amounts calculated for other regional agencies. Thus, the fee amounts are not considered to be regional outliers.

However, as discussed earlier in this report, when compared to national trends, the City's parks fees recover a lower percentage of costs (11% versus 23%). As an example, the City does not currently collect fees for reserved sports field use by non-profit groups. While amounts collected vary among municipalities, most communities the consultant works with, including Santa Clara neighboring communities, collect fees for reserved field use. The following provides a sample of

reserved field use fees for non-profit groups using natural grass fields without requests for field lighting.

- City of Campbell: \$20-\$30 per hour with discount based on percentage of resident participation
- City of Mountain View: \$8 per hour
- City of Novato: \$9 - \$15 per hour
- City of Palo Alto: \$9 - \$30 per hour
- City of San Rafael: \$20 - \$25 per hour
- City of Santa Clara: Currently, no charge; proposed non-profit fee of \$14 per hour
- City of Sunnyvale: \$25 per hour or \$175 per day

It is important to note that while comparisons to other jurisdictions may provide an insight about whether a particular fee amount is higher or lower, it does not provide an indication about the drivers of costs (such as labor, supplies, utilities), the level of cost recovery, and funding sources for any subsidies

**17. Feedback:** Fees should be lower for residents (little to no fees).

**Response:** The proposed Parks and Recreation Cost Recovery Policy incorporates a fee setting consideration to establish a higher fee for non-resident participants. The Policy has specific categories for resident and non-profit organizations serving Santa Clara. In addition, individuals who are lower income and economically challenged have access to grant programs (Wade Brummal Youth Sports Grant, Recreation youth summer camp program grants to provide financial support for their participation in recreation programs).

**18. Feedback:** Adjusting the fee schedule seems to be a good way to recover costs in order to alleviate deficit and to avoid cutting programs and staff.

**Response:** Staff agrees that the judicious use of fees to recover city costs is an important strategy to help address the immediate General Fund shortfall as well as to better position the City long-term to deliver services. Based on the latest forecast, the City faces an ongoing General Fund deficit of \$19.6 million. A balanced approach that uses a combination of revenue solutions, use of reserves and expenditure reductions will be necessary to bring the budget into balance. Failure to reduce the current level of subsidy will result in the need to make additional cuts to valued Parks and Recreation programs in the near future in order to balance the City's budget.

Changes to the FY 2022/23 Proposed Fee Schedule from Study Session

Since the April 5, 2022 study session, the following changes have been incorporated into the Proposed FY 2022/23 Municipal Fee Schedule:

*Electric Utility Department*

- Removal of "commercial" to reflect Facilities < 12kV under the Load Development fee.

### *Parks and Recreation*

- Update to In-Lieu Fees for Quimby Act and Mitigation Fee Act (see separate report on this agenda (RTC 22-302) for land valuation data and calculations).
- Update to the Cost Recovery Policy to reflect feedback from the April 5, 2022 Study Session.
- Update to Recreation Fees based on the revised Cost Recovery Policy.

### *Police Department*

- Addition of clarifying language to the Residential Parking Permit fee; this specifies the type of parking pass.

### *Public Works - Engineering Division*

- Addition of the Engineering Department - Justification for Increase in Fees, Rates, and Charges; this page was inadvertently excluded from the original proposed document. The sewer conveyance fee funds improvements needed per the sanitary sewer master plan and the current fee is sufficient to support all the identified improvements. No changes are necessary.

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

The changes incorporated into the Proposed FY 2022/23 Municipal Fee Schedule are intended to offset the cost of providing these services.

## **COORDINATION**

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

## **PUBLIC CONTACT**

On March 30 and April 6, 2022, notices of the public hearing were published in the *Santa Clara Weekly* in the manner set forth in Government Code Sections 6062a and 66018. Additionally, the City notified all interested parties that had requested to be notified regarding proposed fee updates. 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) <<mailto:clerk@santaclaraca.gov>>.

## **ALTERNATIVES**

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

**RECOMMENDATION**

Alternative 1 and 2:

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

Reviewed by: Kenn Lee, Director of Finance

Approved by: Office of the City Manager

**ATTACHMENTS**

1. User and Regulatory Fee Study
2. Proposed FY 2022/23 Municipal Fee Schedule
3. Santa Clara Parks and Recreation Commission Survey Questions
4. Parks and Recreation Cost Recovery Policy
5. Resolution on the City of Santa Clara 2022/23 Municipal Fee Schedule
6. Resolution on the Parks & Recreation Cost Recovery Policy

CITY OF SANTA CLARA

APRIL 2022

# User and Regulatory Fee Study

**ClearSource** Financial Consulting

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[www.clearsourcefinancial.com](http://www.clearsourcefinancial.com)

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April 2022

**CITY OF SANTA CLARA**

Attn: Kenn Lee, Director of Finance  
1500 Warburton Avenue  
Santa Clara, CA 95050

## User and Regulatory Fee Study

Dear Kenn:

ClearSource Financial Consulting submits the following report describing the findings of our preparation of a User and Regulatory Fee Study for the City of Santa Clara.

Please refer to the Executive Summary for the key findings of the analysis. The balance of the report and its appendices provide the necessary documentation to support those outcomes.

Thank you for the opportunity to serve the City on this topic. We are happy to continue discussion on this study as the need arises or consult with you on additional topics.

Sincerely,



**TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING**

PHONE NUMBER: 831.288.0608  
EMAIL ADDRESS: tmadsen@clearsourcefinancial.com

# EXECUTIVE SUMMARY

## STUDY OVERVIEW

The City of Santa Clara has completed a **User and Regulatory Fee Study**. California cities regularly conduct these studies to justify fee amounts imposed and to optimize the overall portfolio of revenues available to the municipality to fund its services.

Industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that same individual through user fee revenue, relieving the agency's general revenues as much as possible for use toward services of broader community benefit.

## USER AND REGULATORY FEES

Cities derive annual revenue from a number of sources. These include, but are not limited to, property taxes, sales taxes, license fees, franchise fees, fines, rents, and user and regulatory fees. **User and regulatory fees are intended to cover all, or a portion of, the costs incurred by the City for providing fee-related services and activities that are not otherwise provided to those not paying the fee.**

California law provides guidance regarding the amounts the City may charge for fee-related services and activities. Specifically, in order to avoid being considered taxes, the **fees charged shall not exceed the estimated reasonable cost of providing the services**, activities, or materials for which fees are charged.

At its conclusion, this study proposes for City Council review and consideration at public hearing a new **Schedule of User Fees and Charges** for application in Fiscal Year 2022-2023 and continued update in subsequent years.

## COST RECOVERY POLICY AND PRACTICE

Recovering the costs of providing fee-related services directly influences the City's fiscal health and increases the City's ability to meet the service level expectations of fee payers.

The services for which the City imposes a user or regulatory fee typically derive from an individual person or entity's action, request, or behavior. Therefore, except in cases where there is an overwhelming public benefit generated by the City's involvement in the individual action, **a fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service.** When a fee targets "100% or full cost recovery," the individual is bearing the entirety of the cost. When a fee targets less than full cost recovery, another City revenue source – in most cases, the General Fund – subsidizes the individualized activity.

Generally, **fees for service are targeted to full cost recovery, inclusive of operating, direct, indirect, and capital costs, except in cases where the City Council cites a public interest in lower fees.** The City may also be influenced by market conditions, comparing to municipalities of similar size and service profile.

# EXECUTIVE SUMMARY

## FINDINGS AND PROPOSED ACTION

The City's current Master Fee Schedule includes over 1,000 individual fees. This is common amongst similar California municipalities because it allows for scaling of fees for the various services required. In other words, the City maintains numerous fee categories to account for the varied service needs of the community. The following provides a brief summary of primary changes the City Council is being asked to consider:

**Summary of Changes to Fees Examined**

Description	Count *	Percentage *
Fees Proposed to Decrease	82	8%
Fees Proposed to Remain Unchanged or Minor Adjustments Up to 10% or \$10 Change	851	79%
Fees Proposed to Increase by More than 10%	118	11%
New Fees Proposed	25	2%
<b>Total Fees Examined</b>	<b>1,076</b>	<b>100%</b>

\* Amounts in the percentage column are rounded for illustrative purposes.

### Fees Proposed to Decrease and Minor Adjustments

- Eighty-seven percent (87%) of fees are proposed to either decrease, remain unchanged, or reflect only minor adjustments (i.e., up to 10% or \$10 change).

### Fees Proposed to Increase by More than Ten Percent (10%)

- Fee changes greater than 10% are the result of:
  - A recalibration in the cost of service.
  - Recent significant increases in the costs of materials and supplies included in service fees (e.g., increase in the cost of utility meters).
- A multi-year phase-in pattern is recommended for more than half of the fees proposed to increase by more than 10%. Immediate adjustment is primarily targeted only for new, discretionary activities.

### New Fees Proposed

- 24 new fees are proposed
- The fees will allow the City to recover the costs of services or materials that are being requested of staff and for which corresponding fees or rates are not readily portrayed in the City's fee schedule. These proposed fees are highlighted on the following page:

# EXECUTIVE SUMMARY

#	Action	Fee Description	Proposed Fee	Initial Cost Recovery
<b>Fire Fees</b>				
1	Establish New Fee for Service	Review of Knox Box Installation	\$349	87%
2	Establish New Fee for Service	Operational Permit – Additive Manufacturing	\$267	100%
3	Establish New Fee for Service	Operational Permit – Lithium Battery Storage – Greater than 1,000 pounds	\$267	100%
4	Establish New Fee for Service	Operational Permit – Update of Emergency Contact Information	\$25	37%
5	Establish New Fee for Service	Operational Permit – Smoke Control and Evacuation Systems	\$697	87%
<b>Planning Fees</b>				
6	Establish New Fee for Service	Establish fee to comply with State Legislation - AB32 Tribal Consultation Fee	\$846	100%
7	Establish New Fee for Service	Establish fee to comply with State Legislation – SB9 Review Fee	\$1,692	100%
8	Establish New Fee for Service	Establish fee to comply with State Legislation – SB35 Review Fee	\$22,560	100%
9	Establish New Fee for Service	Zoning Clearance Review – For Home Occupancy	\$282	100%
10	Establish New Fee for Service	Zoning Clearance Review for Live Entertainment and Outdoor Dining (up to 24 seats)	\$282	100%
11	Establish New Fee for Service	Zoning Clearance Review - Other Non-Single Family	\$1,128	100%
12	Establish New Fee for Service	Tree Removal Permit – Single Family Residence	\$282	50%
13	Establish New Fee for Service	Tree Removal Permit – All Others	\$564	100%
14	Establish New Fee for Service	Establish fee for Code Enforcement Re-Inspections	\$266	100%
<b>Building Fees</b>				
15	Establish New Fee for Service	Alternate Materials & Methods Review (per hour)	\$220	100%
<b>Water Fees</b>				
16	Establish New Fee for Service	Engineering Plan Check for SFH Remodel	\$620	100%
17	Establish New Fee for Service	Water and Fire Service Tap (10” and 12”)	\$1,588	100%
18	Establish New Fee for Service	Insertion Valve Installation (4” through 12” valves – excavation included)	\$varies depending on size	100%
19	Establish New Fee for Service	Development Impact Fee Analysis	\$2,783	100%

# EXECUTIVE SUMMARY

Sewer Fees				
20	Establish New Fee for Service	Establish fee for Plan Review of Fats, Oils, and Grease Collection Systems	\$1,248	100%
21	Establish New Fee for Service	Establish fee for Permit Inspection of Fats, Oils, and Grease Collection Systems	\$1,248	100%
22	Establish New Fee for Service	Establish fee for Issuance of Temporary Waste Discharge Permit	Varies depending on discharge quantity	100%
Electric Fees				
23	Establish New Fee for Service	Project Clearance Committee / Subcommittee Review	\$801	100%
PW Engineering Fees				
24	Establish New Fee for Service	Permit Extension Request	\$436	100%
Parks and Recreation Fees				
25	Establish New Fee for Service	Parking at Parks and Recreation Facilities (fee for reserved parking)	\$5 - \$500 per event	varies

## Establishment of a Cost Recovery Policy for Parks and Recreation Services

As part of the fee study process City staff conducted community outreach to assist with recommending cost recovery policy for parks and recreation fee-based programming. Appendix A of this report includes the presentation provided to members of the Parks & Recreation Commission, Senior Advisory Commission, Youth Commission, and the general public.

Establishing a cost recovery policy provides the City's Parks and Recreation Department with a tool for evaluating services and establishing appropriate fees for services. Standardizing how prices are set enhances the Department's ability to accomplish broad citywide goals and objectives. Establishing a reasonable, transparent, and consistently applied cost recovery policy is intended to:

- Stretch taxpayer investment in parks and recreation services to optimize value received
- Promote program respect and ownership
- Allow prices to reflect users' investment in themselves based on individual benefit
- Develop deeper commitment to the programming users help support

A proposed cost recovery policy is included in Appendix B of this report.

On March 2, 2022, a joint commission meeting was held with members of the Parks & Recreation Commission, Senior Advisory Commission, Youth Commission, and the general public. During the meeting, attendees were asked to complete a survey linked to cost recovery policy for parks and recreation fee-based programming. The survey was available to be completed from March 2, 2022, through March 17, 2022. The City received 234 total responses. Response summaries are provided in Appendix C of this report.

# EXECUTIVE SUMMARY

The Parks and Recreation Department will use the consistent community sentiment expressed to inform cost recovery targets.

## Adoption of Updated User and Regulatory Fees

Similar fees are collected by communities throughout the region and the State. The proposed fee amounts do not exceed the City's cost of service and are in-range of amounts charged by other jurisdictions.

**Additional revenues expected from the Proposed Master Fee Schedule are intended to offset the cost of providing existing services associated with those fee-related regulatory functions and other programs. Additional fee revenue is not intended to fund new services.**

Fairly allocating costs to the services provided and recovering some, or all, of these costs from service recipients creates value and predictability for City customers and reimburses the City for services provided to a single party, as compared to the public at large. Collecting fees for services:

- Increases the availability of General Fund revenues to be used for services and activities available to all residents and businesses, such as public safety and public works services.
- Helps meet fee-payer service level expectations by collecting fees to fund the existing level of services provided.

Please continue to the following technical report and appendices for further discussion of this Comprehensive User Fee Study.

# PROJECT ORIENTATION

## SCOPE OF STUDY

The City of Santa Clara has completed a **User and Regulatory Fee Study**, which represents an external review of prevailing practices and development of a new **Schedule of User Fees and Charges**. ClearSource Financial Consulting has prepared this analysis during Fiscal Year 2021/22 and will be available to answer questions as the City proceeds in implementing findings as it chooses.

Key tasks expected by the City from this study included the following:

- Review eligible fee-related services citywide to establish the reasonable relationship between current fees for service and the underlying costs of service.
- Calculate the full cost of service, including estimated citywide overhead costs.
- Recommend fees to be charged for each service.
- Recommend cost recovery strategies and best practices in setting fees, while considering the complexities and demands of responsible programs or departments.
- Identify underlying billable rates for cost recovery opportunities and as the basis for user fees.
- Maintain a thoroughly documented analysis to ensure compliance with Proposition 26, and other statutes, as applicable.

## DIRECT SERVICES UNDER REVIEW

### Fee Categories

City fees under review in this project focused on direct services eligible for user fee methodology, as listed in the City's published fee schedules. Additionally, the project was tasked with identifying any relevant additions for services performed without a fee or for under-quantified or ineffectively structured fees. Current services shown in the City's various prevailing fee schedules and addressed in this study are summarized as follows:

- **Administration** – Records management and billing activities
- **Building** – Services include building permits for construction and sub-trades
- **Planning** – Services include development review/current planning, other community permitting
- **Fire** – Services include annual inspections, and development review
- **Police** – Services include specialized response, and permit reviews
- **Public Works** – Services include engineering plan review and inspection and encroachments permits
- **Recreation Programming and Facility Rental Fees** – Services include fees for exclusive use of facilities, fields, and picnic areas.

# PROJECT ORIENTATION

## REASON FOR STUDY

Cities derive annual revenue from a number of sources. These include, but are not limited to, property taxes, sales taxes, franchise fees, fines, rents, and user and regulatory fees. User and regulatory fees are intended to cover all, or a portion of, the costs incurred by a city for providing fee-related services and activities that are not otherwise provided to those not paying the fee.

California cities regularly conduct fee studies to justify fee amounts imposed and to optimize the overall body of revenues available to the municipality to fund its services. Widespread industry practice and fiscal conditions in the state have led most cities to link cost recovery for services of individual action, cause, or benefit to that individual through user fee revenue, relieving the agency's general revenues for services of broader community benefit.

## PREVAILING GUIDANCE

The objectives of this study, the methodology used to complete the study, and the formulation of outcomes and recommendations for future consideration were significantly influenced by Article 13C of the California Constitution and Section 66014 of the California Government Code.

Article 13C states that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payer bear a fair or reasonable relationship to the payer's burdens on, or benefits received from, the governmental activity. Additionally, Article 13C identifies the following as items that are not defined as taxes:

- A charge imposed for a specific benefit conferred or privilege granted directly to the payer 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.
- A charge imposed for a specific government service or product provided directly to the payer 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.
- A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
- A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.
- A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
- A charge imposed as a condition of property development.
- Assessments and property-related fees imposed in accordance with the provisions of Article XIII D.

# PROJECT ORIENTATION

Section 66014(a) of the California Government Code includes the following, “Notwithstanding any other provision of law, when a local agency charges fees for zoning variances; zoning changes; use permits; building inspections; building permits; ...the processing of maps under the provisions of the Subdivision Map Act...; or planning services...; those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged, unless a question regarding the amount of the fee charged in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

The outcomes and recommendations of the study are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees (“charges”) recommended as a result of this study are not taxes as defined in Article 13C of the California Constitution and that the proposed fees are no more than necessary to cover the reasonable costs of the City’s activities and services addressed in the fees. Additionally, this report is intended to show that the manner in which the costs are allocated to a payer bear a fair and reasonable relationship to the payer’s burdens on, or benefits received from the activities and services provided by the City.

## METHODOLOGY AND DATA SOURCES

This study calculated the estimated reasonable cost of providing various fee-related services across the City organization. Generally, the estimated reasonable cost of providing the fee-related services and activities examined in this study can be calculated as the product of the composite fully-burdened hourly labor rate of the division responsible for providing services and the estimated labor time required to process a typical request for service.

The composite fully-burdened hourly rates calculated in this study are based on the estimated annual hours spent providing fee related services, and estimated labor, services and supplies, and citywide overhead expenditures, sourced as follows:

- Estimated annual hours spent providing fee related services were developed based on interviews with City staff and are in-line with typical direct service ratios experienced by the consultant via studies of similar municipalities throughout California.
- Labor expenditures for in-house personnel were based on budgeted salary and benefits expenditures.
- Contract service personnel related costs were based on current market rates for similar service in the southern California region.
- Citywide overhead cost allocations were developed to assign a reasonable share of central service support to the City’s direct service units.
- Estimated labor times were developed based on responses from the staff primarily responsible for the provision of services examined in the study. Commonly used industry data also aided in the development of time estimates and proposed fee structures.

Once cost of service levels are identified, the City may use this information to inform targeted cost recovery from fees. Fees set at the cost of service target full cost recovery. Fees set at any amount less than the cost of service target less than full cost recovery.

# PROJECT ORIENTATION

An illustration of the methods used in this analysis is shown below.

## EXHIBIT 2 | STEPS IN ANALYZING COSTS OF SERVICE AND USER FEES

COST OF SERVICE ANALYSIS   Process and Methods	
1   ANNUAL LABOR TIME	<ul style="list-style-type: none"> <li>Identify annual hours spent providing fee services for each participating division</li> <li>Information is developed and tested using a combination of interviews, questionnaires, historical project information, and historical revenue information</li> </ul>
2   ANNUAL EXPENDITURES	<ul style="list-style-type: none"> <li>Identify annual cost of providing fee services for each participating division</li> <li>Information is developed and tested using a combination of information found in the City's adopted budget, expenditure history, and the overhead cost plan.</li> </ul>
3   FULLY BURDENED HOURLY RATES	<ul style="list-style-type: none"> <li>Calculate the estimated fully burdened hourly rate using information from Steps 1 and 2</li> </ul> <p style="text-align: center;"><i>Annual Cost ÷ Annual Hours = Hourly Rate</i></p>
4   SERVICE/ACTIVITY LABOR TIME	<ul style="list-style-type: none"> <li>Estimate labor time required to process individual request for service</li> <li>Information is developed and tested using a combination of interviews, questionnaires, commonly used measures, and information developed in Step 1</li> </ul>
5   UNIT COST OF SERVICE	<ul style="list-style-type: none"> <li>Calculate the estimated cost of service using information from Steps 3 and 4</li> </ul> <p style="text-align: center;"><i>Hourly Rate x Labor Hours = Unit Cost of Service</i></p>
6   CURRENT COST RECOVERY	<ul style="list-style-type: none"> <li>Calculate current cost recovery level for a specific service</li> </ul> <p style="text-align: center;"><i>Current Fee ÷ Unit Cost of Service = Current Cost Recovery</i></p>
7   TARGETED COST RECOVERY	<ul style="list-style-type: none"> <li>Use laws, industry standards, goals and policies, and historical trends to determine targeted cost recovery</li> </ul> <p style="text-align: center;"><i>Proposed Fee ÷ Unit Cost of Service = Targeted Cost Recovery</i></p>
8   TEST FOR REASONABLENESS	<ul style="list-style-type: none"> <li>Test to confirm forecast revenue from fees will not exceed program costs</li> <li>Use historical permit volume and proposed fees to forecast anticipated revenue from fees</li> <li>Forecasted revenues should not exceed program costs</li> </ul>

# PROJECT ORIENTATION

## CONSIDERATIONS FOR IMPLEMENTATION

If the City decides to adopt or otherwise utilize outcomes generated through this study, it should:

- **Update Systems for Fee Outcomes** – Ensure that City staff begin using updated fees and associated outcomes once the updated schedule of fees becomes effective. Values should be included in all official fee schedules used throughout the City (e.g., departmental pamphlets, counter schedules, and online information). Additionally, ensure collections processes are updated, which may include coding in billing systems and training for personnel who handle fees directly with the public.
- **Actively Monitor the Use of Fees** – In order to recover accurate and eligible amounts expected, the City should be diligent about tracking time to projects and ensuring fees are applied in the correct amount and using the correct and intended basis.
- **Monitor Feedback and Permit Statistics** – Monitor permit and application volume and applicant feedback to determine if fee modifications are resulting in any unanticipated changes in project frequency and to increase the level of detail available for revenue forecasting.
- **Annually Review and Adjust Fee Values** – In order to generally maintain pace with regional cost inflation and/or the City's salary cost inflation, the City should adjust its fees on an annual basis. A commonly used, reasonable inflation index is the annual change in the all-urban Consumer Price Index (CPI) representative of the region.
- **Periodically Perform Comprehensive Analysis** – A comprehensive fee study should be conducted periodically (e.g., every three to five years) to ensure fee levels remain at or below legal limits and are consistent with evolving service practices and local conditions.

## **PARKS AND RECREATION COST RECOVERY POLICY PRESENTATION**

As part of the fee study process City staff have conducted community outreach to assist with recommending cost recovery practices for parks and recreation fee-based programming. This appendix includes the presentation provided to members of the Parks & Recreation Commission, Senior Advisory Commission, Youth Commission, and the general public.



# CITY OF SANTA CLARA

## Parks and Recreation Fee-Based Cost Recovery Policy Development

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Joint Commission Meeting | March 2, 2022

Parks & Recreation Commission  
Senior Advisory Commission

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Welcome from the  
Parks & Recreation Director  
JAMES TEIXEIRA

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# Foundation

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## GOALS FOR JOINT COMMISSION MEETING

- Establish a **common understanding** for evaluating Parks and Recreation financial needs and user fees
- Receive **Commission and public input** on cost recovery policy affecting program pricing decisions
- Advance overall **City goals for improved cost recovery** through the City's locally controlled fee sources
- Lead to a funding framework that can **sustain Parks and Recreation programs** long-term

# PRESENTATION AND SURVEY OUTLINE

## **Part I**

- Foundation
- Industry Practices
- Program Areas: Services and Typical Users

## **Part II**

- Survey Window Open and Completed (Surveys Submitted)

## **Part III**

- Survey Wrap-Up and Next Steps
- Public Input on this Topic

# TERMINOLOGY

These terms of art have specific meaning across California municipalities and within the City of Santa Clara itself (other departments and their program fees or rates)

## **“Full Cost of Service”**

- The estimated total cost of a program, inclusive of direct labor, services, and supplies expenses, and associated overhead expenses

## **“Cost Recovery”**

- The amount of a program’s full cost of service that is supported by the program’s own fee revenues

## **“Subsidy”**

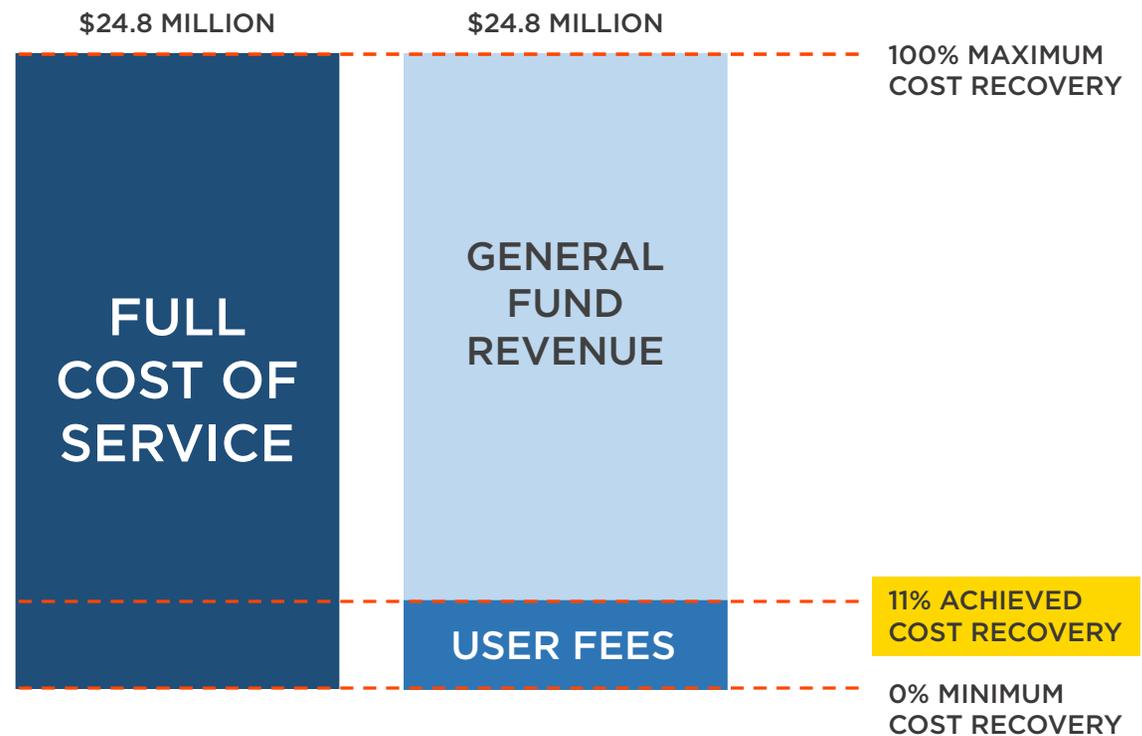
- The amount of a program’s full cost of service that is supported by other City revenue sources

# FINANCIAL STRUCTURE OF PARKS & RECREATION

- Parks and Recreation programs are budgeted in the **General Fund**
- **Tax revenue sources** in the General Fund which are collected from the community at-large pay for program costs that are not recovered from user fees
- The General Fund has a **projected deficit** the City must address through revenue and/or cost decisions
- **City departments** in the General Fund are tasked with closing the deficit to varying degrees

# PARKS & RECREATION | TOTAL DEPARTMENT

- **\$24.8** million full cost of service
- **\$2.7** million revenue from user fees
- **\$22.1** million subsidy
- **11%** current cost recovery achievement



# PRESCRIBED GOAL FOR PARKS & RECREATION

## Identify \$700,000 in new revenue possible from Parks and Recreation sources

- Improve overall cost recovery for the Department from 11% to 14%
- Avoid comparable reductions to services and program offerings by identifying revenue solutions
- Establish a framework for managing sustainable funding sources for valued programs, services, and facilities managed by Parks and Recreation



# Industry Practices

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# MUNICIPAL FEES IN CALIFORNIA

- The **California State Constitution**, amended by successive ballot measures, establishes requirements for governmental service fees
- Common practices among California cities provide **widely accepted standards** for meeting Constitutional obligations

- User fees must be linked to and not exceed the **estimated reasonable cost of service**
- The **full cost of service** sets the maximum limit of a cost-based fee
  - Direct program costs for labor, services, and supplies
  - Facilities overhead
  - Departmental administration
  - Citywide administration and central support services
- Generally, fees from users of one program may not be used to pay for costs incurred to serve discounted users or users of a different program

# MUNICIPAL PARKS & RECREATION FEES IN CALIFORNIA

- Parks and recreation program fees imposed by California cities are considered **governmental service fees** (except rents, which can be market-based)
- Most program **fees are managed dynamically by departments** as offerings, demand, and other market conditions change seasonally
- It is impractical for governing bodies to revise and adopt program fees as frequently as **programs change through the year**
- **Cost recovery policy** for the agency's parks and recreation programs is defined by its governing body (council)
- **Adopted cost recovery policy creates the boundaries** for program fees set and managed by the department on a continual basis

# COST RECOVERY POLICY FRAMEWORK

Cost recovery policy reflects **local values** regarding the presumed beneficiaries for each program area, ranging from **broad community benefit** to **narrow individual benefit**

Exclusively individual benefit

Considerable individual benefit

Balanced individual and community benefit

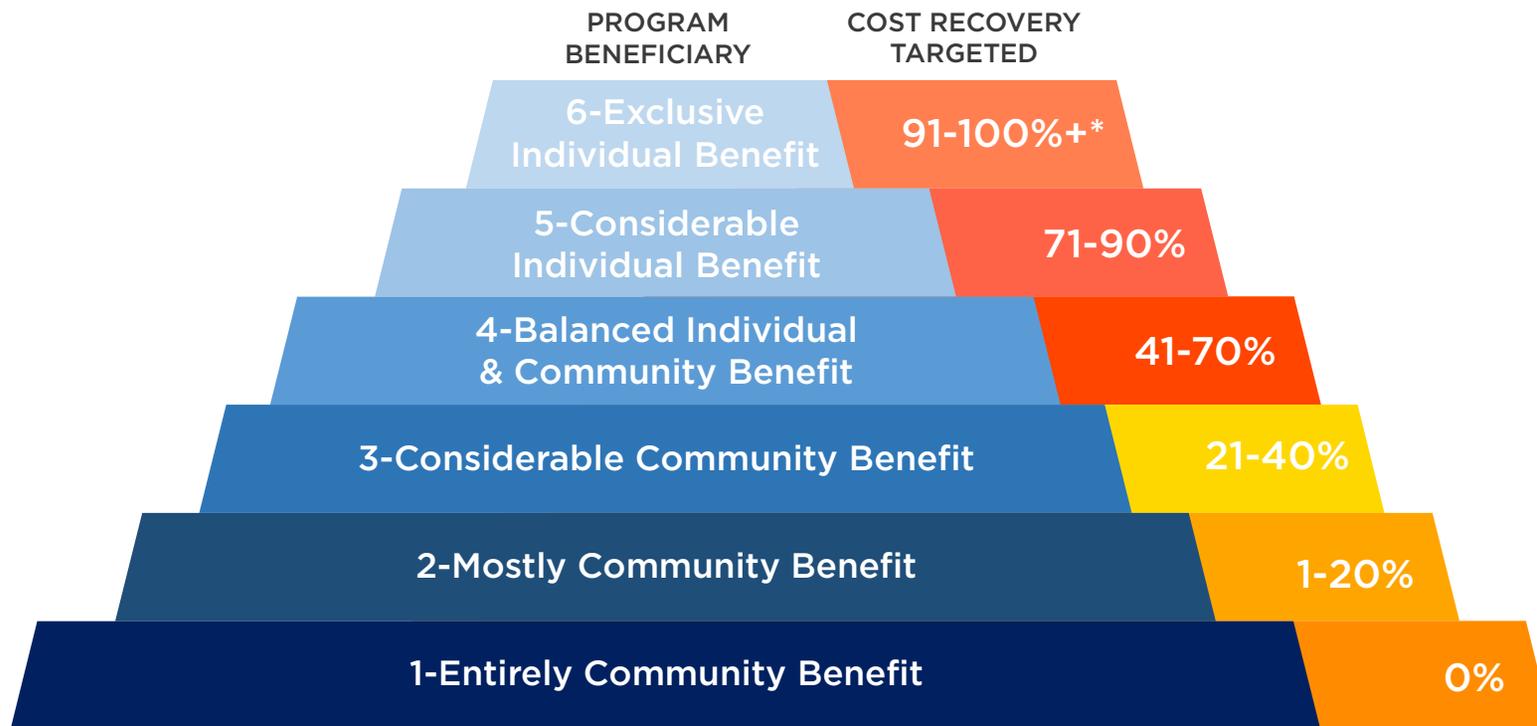
Considerable community benefit

Mostly community benefit

Entirely community-wide benefit



# COST RECOVERY BENEFIT TIERS



100%+ indicates minor exceptions where premiums above cost may be justified, such as market-based rents.

## POLICY-DRIVEN BENEFIT TIERS AFFECT FEE DECISIONS

- The Department conducts a cost of service analysis
- Outreach is done to receive community input on benefit of broad program areas within Parks and Recreation
- Programs are targeted for revised cost recovery based on benefit categorization accomplished through outreach
- Proposed cost recovery policy and estimated revenue changes by program area are submitted to City Council for consideration and action
- **Within the boundaries of City Council policy, the Department sets prices for seasonally managed offerings under each program area, taking into account market conditions at the time of offering**
- City conducts biennial Citywide fee studies, enabling regular comprehensive review of performance and update of driving policies affecting fees based on recent experience and prevailing conditions

## PROVIDING ACCESSIBILITY TO VULNERABLE USERS

Community values have repeatedly emphasized **ensuring access to programs by low-income users** who might otherwise be excluded or negatively impacted by overall cost recovery policies

- Concern for small subsets of vulnerable users should not drive the placement of program cost recovery policy impacting all users of the program
- Commission can advise and Council can direct policy on lower cost recovery goals, fee discounts, or fee waivers for defined users, such as low-income populations
- Department establishes practices for identifying and supporting users targeted by adopted policy
- All discounts and fee waivers are subsidized by the General Fund



## Parks and Recreation Program Areas

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Not inclusive of all services / Only areas in which  
public input is expected to significantly  
influence Cost Recovery Policy

# AQUATICS

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Lessons and  
recreational swim

## Types of Services

- Learn to swim and lifeguarding
- Open swim with lifeguards onsite

## Types of Users

- Youth
- Adult
- Senior



# RECREATION CLASSES

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Participation in  
seasonal program  
offerings

## Types of Activities

- Sports and Fitness
- Arts and Dance
- STEM, etc.

## Types of Users

- Youth
- Adult
- Senior



# MEMBERSHIPS

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Regular access to  
City facilities and  
ongoing programs

## Types of Services or Access

- Senior Center
- After-School Program
- Activity Pass
- Community Garden

## Types of Users

- Youth
- Adult
- Senior
- Persons with Special Needs



# FACILITY RENTALS

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Reserved and/or exclusive permitted use of City facilities

## Types of Facilities or Uses

- Aquatics and Athletic Fields
- Meeting Rooms, Party, and Picnic Spaces

## Types of Users

- Private Groups and Private Individuals
- Non-Profit Organizations
- Community Groups
- Commercial Organizations
- Competitions and Tournaments





Survey:  
Benefit / Cost Recovery Tiers

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## USE OF SURVEY OUTCOMES FROM COMMISSIONS

- Commission members are asked to **assign each program area to a benefit tier** corresponding to cost recovery policy
- Program areas may ask about **specific user types** and whether benefit tier placement would vary
- Achievement of **cost recovery can be targeted over time**; immediate feasibility should not drive benefit tier assignment
- Survey results will be **summarized and reported in total** for all participating Commission members, not listed by individual respondent
- Program areas with clear consensus will be used to **inform a proposed Cost Recovery Policy** framework to City Council
- Program areas showing wide dissent also will be reported to City Council

# ORIENTATION TO SURVEY (1/3)

The online questionnaire uses a simple Google Form accessible in a web browser



## Benefit Tiers for a Parks and Recreation Cost Recovery Policy

Assign each program and user type to a benefit tier which will frame a Cost Recovery Policy for Santa Clara Parks and Recreation. During the live survey event with City commissions on March 2, 2022, definitions for benefit tiers and other terminology will be broadcast on the conference screen for reference.

[Sign in to Google](#) to save your progress. [Learn more](#)

\* Required

### Name of Survey Respondent \*

Survey results will be summarized and presented in total for all respondents as a group, not by individual. Identification here is intended only for use by survey moderators to ensure quality control of the survey.

# ORIENTATION TO SURVEY (2/3)

Most questions require a single checkbox response for programs and user types

## Aquatics / Lessons

Learn to swim and lifeguarding -- Put a check in the box to match how the public benefits from this program.

	Entirely Community Benefit	Mostly Community Benefit	Considerable Community Benefit	Balanced Individual and Community Benefit	Considerable Individual Benefit	Exclusive Individual Benefit
Youth Users	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adult Users	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senior Users	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## ORIENTATION TO SURVEY (2/3)

Before closing your browser, you must click the **SUBMIT BUTTON** at the bottom for your answers to be received

Submit Completed Questionnaire \*

Do not close your browser before clicking the "Submit" button at the end of this form. Your response will not be saved and received if you do not click the "Submit" button.

In order for my response to be received, I must click the "Submit" button at the end of this form.

**Submit** [Clear form](#)

Never submit passwords through Google Forms.

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Google Forms

# COMMISSION SURVEY PROCEDURE

Questionnaire for Commission members to complete during live event window:

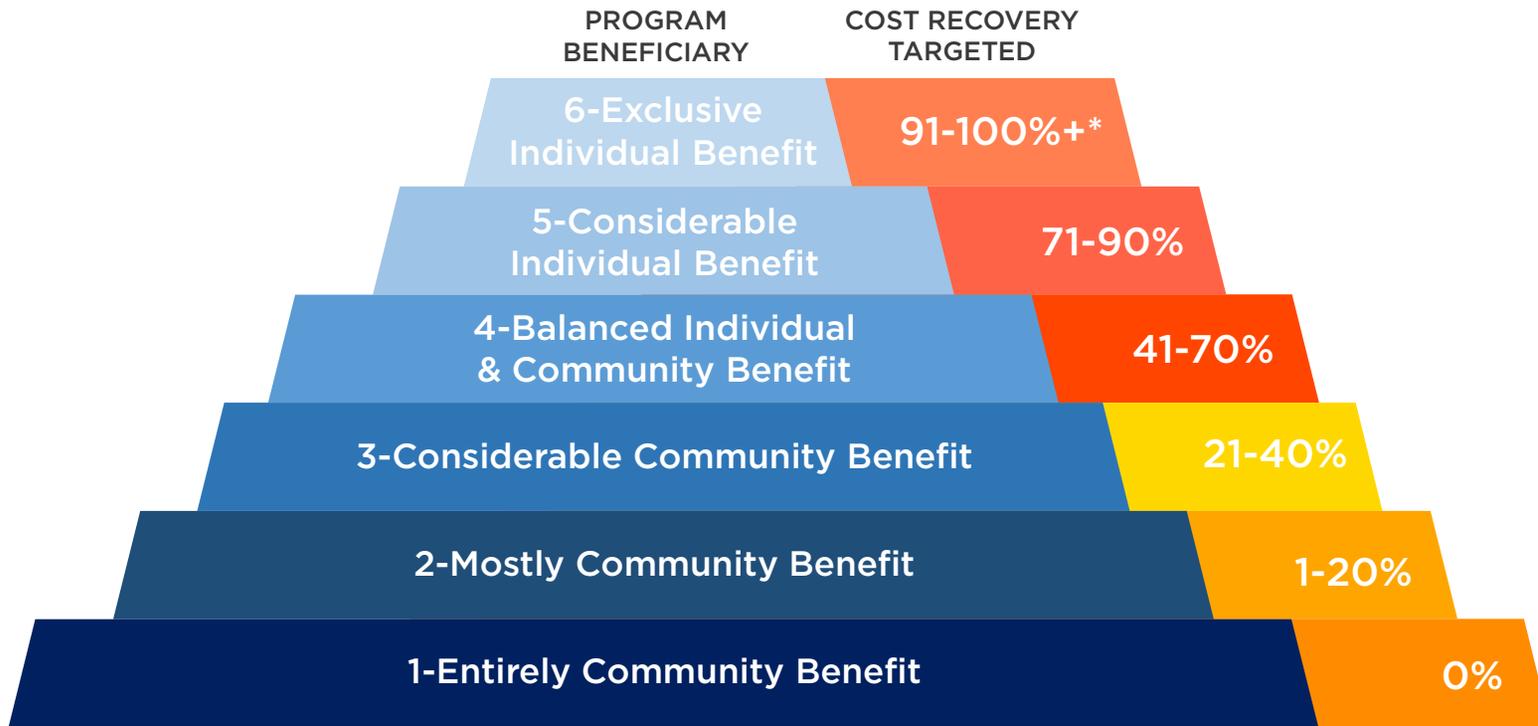
**[forms.gle/GYpk74KqtKXsRfx16](https://forms.gle/GYpk74KqtKXsRfx16)**

Open internet browser and type link into the address bar, or

Hyperlink is also available in Zoom Chat

- Moderator will mute the Zoom Gallery
- For technical issues in the survey, use the Zoom Chat to ask for help
- Commission members will work on and complete the questionnaire during the live survey event window
- Moderator will unmute at 3- to 5-minute intervals to ask for questions
- Answers will be provided for all survey participants to hear during the live event window
- **Complete surveys within 30 minutes of start.**
- Moderator will announce time remaining or end survey window early if all Commission submissions are received before time ends

# ASSIGN BENEFIT TIER TO EACH PROGRAM QUESTION



100%+ indicates minor exceptions where premiums above cost may be justified, such as market-based rents.



Live Survey Window Closed  
**THANK YOU!**

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## NEXT STEPS

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**An update of the Citywide Master Fee Schedule is in progress and expected to be presented to City Council during April 2022**

- Review and summarize survey responses
- Provide summary of survey results to Commissions and City Council at future meetings
- Use survey results to help frame a proposed Cost Recovery Policy for City Council consideration





## Public Input on this Topic

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# APPENDIX B

## PROPOSED PARKS AND RECREATION COST RECOVERY POLICY

# PARKS AND RECREATION COST RECOVERY POLICY

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## Purpose

Establishing a cost recovery policy provides the City's Parks and Recreation Department with a tool for evaluating services and establishing appropriate fees for services. Standardizing cost recovery objectives enhances the Department's ability to accomplish broad citywide goals and objectives. Establishing a reasonable, transparent, and consistently applied policy is intended to:

- Stretch taxpayer investment in parks and recreation services to optimize value received
- Promote program respect and ownership
- Allow prices to reflect users' investment in themselves based on individual benefit
- Develop deeper commitment to the programming users help support

## Costs Considered When Evaluating Cost Recovery

To evaluate cost recovery, the Department will calculate the "full cost of service," for programming, facility use, and services provided. The full cost of service will include components for:

- The direct costs of service:
  - The labor associated with the performance of service from all personnel involved in the activity
  - The services, supplies, and/or materials required to complete the activity
- A reasonable share of the indirect costs of service:
  - The services, supplies, and materials which support the personnel involved in the activity
  - The maintenance of any facilities required to support the provision of service
  - The indirect management, administration, and support services associated with the City functions involved in the activity
  - The central services, City management and administration, and governmental oversight associated with the functions involved in the activity

## Targeted Cost Recovery in Fees

Once the full cost of service is established for each activity, the City will apply a consistent set of guidelines for determining the amount of cost to be recovered in the final fee amount. A cost recovery percentage will be applied to the full cost of service to calculate the fee. **Figure 1** describes the general criteria for assigning Departmental programming, facility use, and services to cost recovery tiers. The cost recovery threshold assigned to each fee-related service and program area will be identified in the periodic analysis and documentation supporting the ongoing and seasonally managed calculation of the City's Parks and Recreation fees.

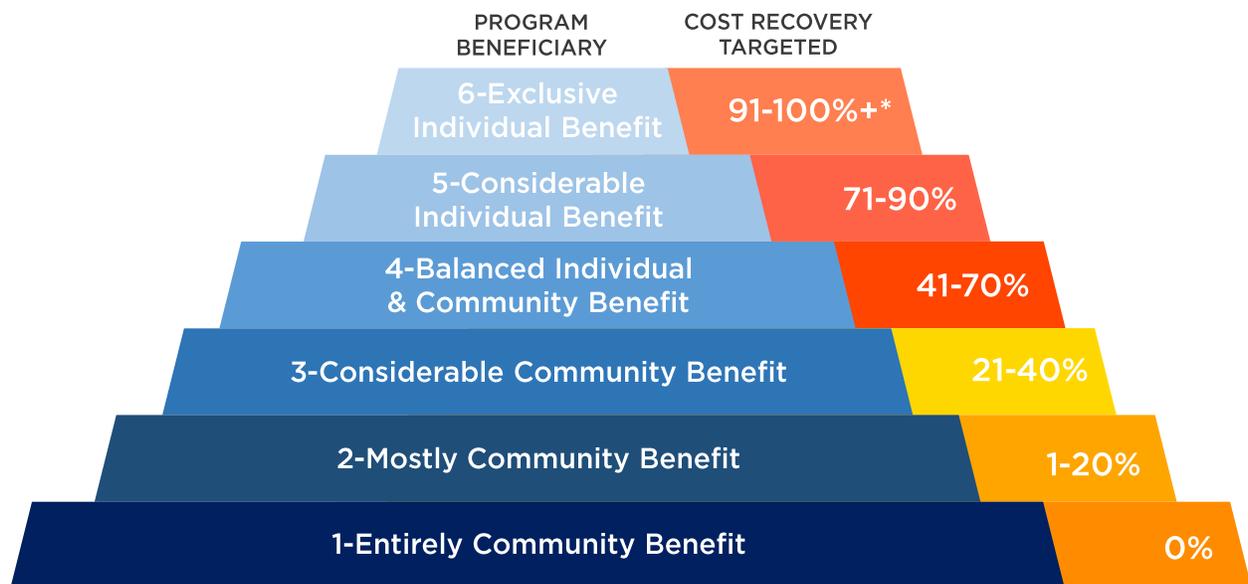
**FIGURE 1 | COST RECOVERY GUIDELINES – PARKS AND RECREATION SERVICES**

BENEFIT-BASED RECOVERY TIER	DESCRIPTION	FEE BASED PROGRAM AREA
<p><b>0% COST RECOVERY</b> Entirely Community Benefit</p>	<p>Programs, facilities, and services that benefit the community as a whole. The community generally expects the City to offer these services and supports paying for these through taxes.</p>	<ul style="list-style-type: none"> <li>• General, non-exclusive park, playground, open space, trails, restrooms, and facility visitation and use</li> </ul>
<p><b>1-20% COST RECOVERY</b> Mostly Community Benefit</p>	<p>Programs, facilities, and services that provide benefit to the individual user, but have more fundamental goal of:</p> <ul style="list-style-type: none"> <li>• Seeking to engage community with high participation levels desirable</li> <li>• Community problem solving (e.g., services for vulnerable or underserved populations)</li> </ul>	<ul style="list-style-type: none"> <li>• Non-Profit facility use serving the City of Santa Clara</li> <li>• Special Events</li> <li>• Resident Senior Center Use</li> <li>• Senior Nutrition Program</li> <li>• Afterschool Program</li> </ul>
<p><b>21-40% COST RECOVERY</b> Considerable Community Benefit</p>	<p>Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. They may have a community benefit but to a smaller group of the community. Generally, costs of service are offset by both a tax subsidy to account for community benefit and participant fees to account for individual benefit.</p>	<ul style="list-style-type: none"> <li>• Early Learners</li> <li>• Therapeutic Recreation</li> </ul>
<p><b>41-70% COST RECOVERY</b> Balanced Individual and Community Benefit</p>	<p>Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. Program, facility, and service use that benefits individuals primarily, but the community receives some benefit.</p> <ul style="list-style-type: none"> <li>• Services which are specialized and/or similar to private sector</li> <li>• Comparable “market rates” for similar services affect ability to recover a greater percentage of costs</li> </ul>	<ul style="list-style-type: none"> <li>• Competition, Meets, and Tournaments that include competitors from other cities</li> <li>• Drop-in Fitness/Recreation/Swimming</li> <li>• Youth Theater Programs</li> <li>• Resident facility use</li> <li>• City provided programs</li> </ul>
<p><b>71-90% COST RECOVERY</b> Considerable Individual Benefit</p>	<p>Benefits individuals significantly more than the community; Private sector or public agencies offer similar services; Demand for service, facility or program exceeds capacity</p>	<ul style="list-style-type: none"> <li>• Programs providing individual benefit</li> </ul>
<p><b>91-100% COST RECOVERY</b> Exclusively Individual Benefit</p>	<p>Benefit individuals; Commercial nature of services; Enterprise funds expected to operate without General Fund support</p>	<ul style="list-style-type: none"> <li>• Non-resident &amp; Commercial use of facilities</li> </ul>

The following shall serve as guidelines for categorizing Recreation Programs and services based on types of programs, target populations, and level of community benefit to determine appropriate subsidy Level:

- Programs with the highest level of community benefit will have the lowest level of cost recovery.
- Programs that have the greatest level of individual or group benefit will target the highest level of cost recovery.
- Pricing of programs and services takes into account market rates and the impact on demand which may override cost-recovery target considerations.
- Non-resident fees are priced higher than resident fees.
- Fees will be periodically reviewed to keep pace with changes in the cost of living, market demands, and/or to promote identified Recreation Programs.
- Staff will adjust fees to meet minimum cost-recovery rates and to be consistent with market demand for services.
- The City will continue to offer a grant program to offset the cost of programs for eligible low-income participants identified through its established procedures

Staff will seek to enhance and refine this policy over time.



\*100%+ indicates minor exceptions where premiums above cost may be justified, such as market-based rents.

## Parks and Recreation Fee Management

Most fees for Parks and Recreation services and programs will fluctuate seasonally as the Department manages offerings and provisions of service dynamically in line with capabilities and market conditions at

the time schedules are developed. As such, establishing static fees within the *Municipal Fee Schedule* similar to most other City services is burdensome procedurally. The Cost Recovery Policy is intended to establish general targets for the Department within which it can set most fees on that fluctuating basis within its periodic service catalogs.

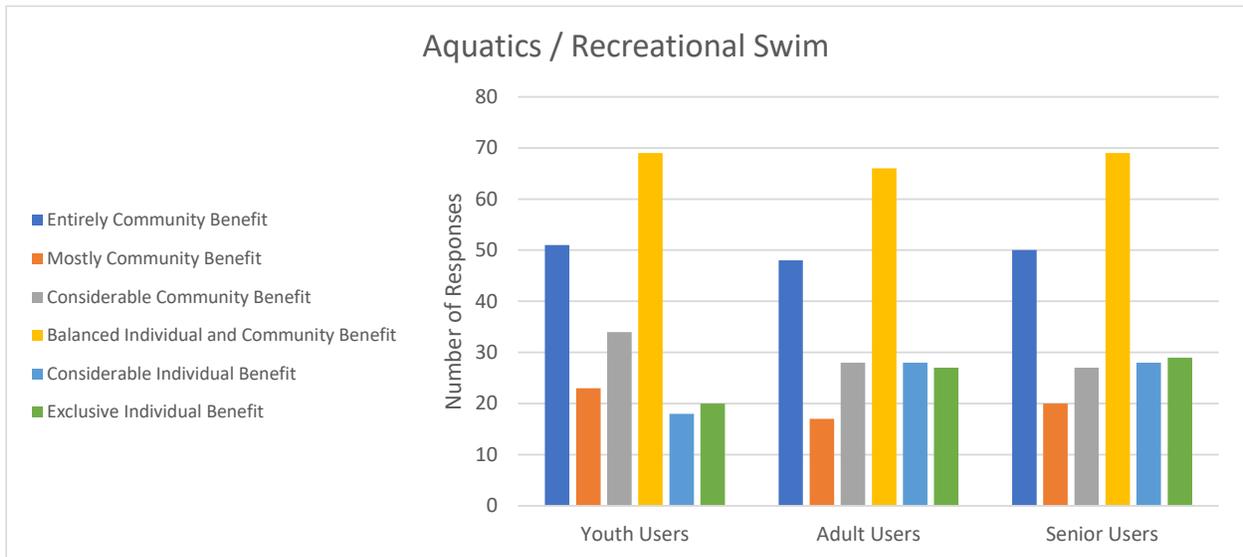
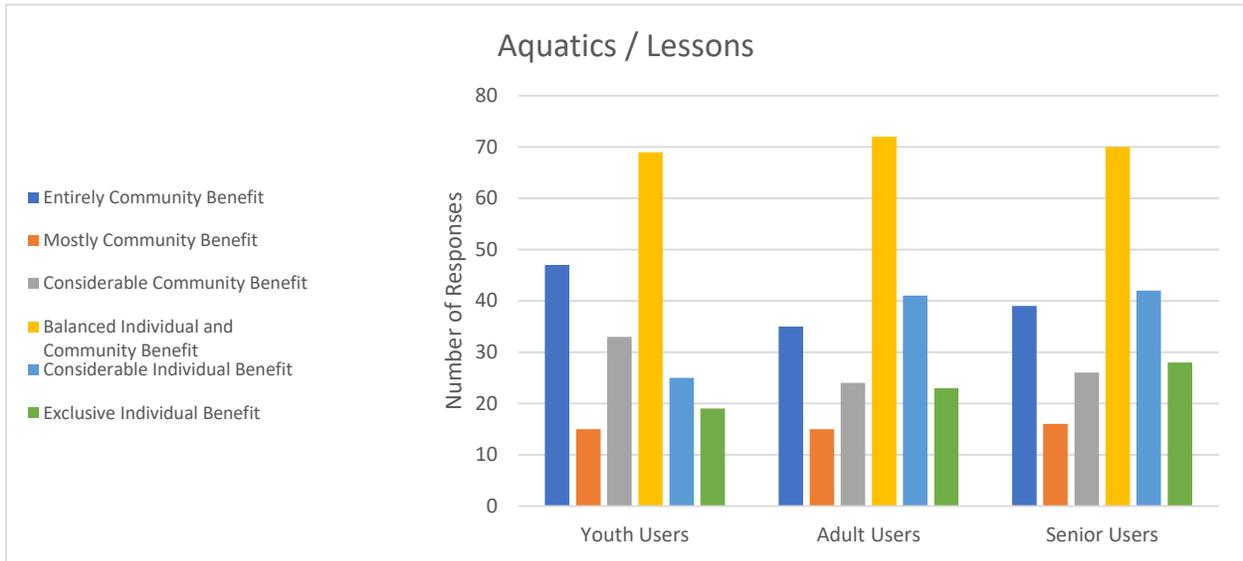
## PARKS AND RECREATION FEE BASED COST RECOVERY PRACTICES SURVEY RESPONSES

On March 2, 2022, a joint commission meeting was held with members of the Parks & Recreation Commission, Senior Advisory Commission, Youth Commission, and the general public. During the meeting, attendees were asked to complete a survey linked to cost recovery practices for parks and recreation fee-based programming. The survey was available to be completed from March 2, 2022, through March 17, 2022. The City received 234 total responses. Response summaries are provided in the charts on the following pages.

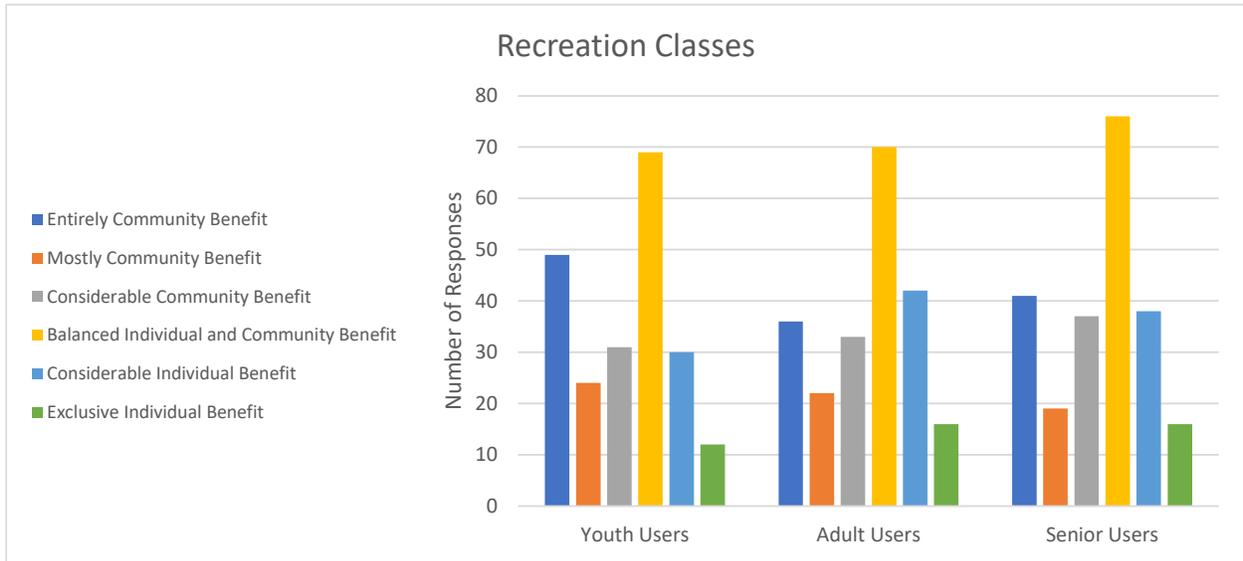
The Parks and Recreation Department will use the consistent community sentiment expressed to inform cost recovery targets.



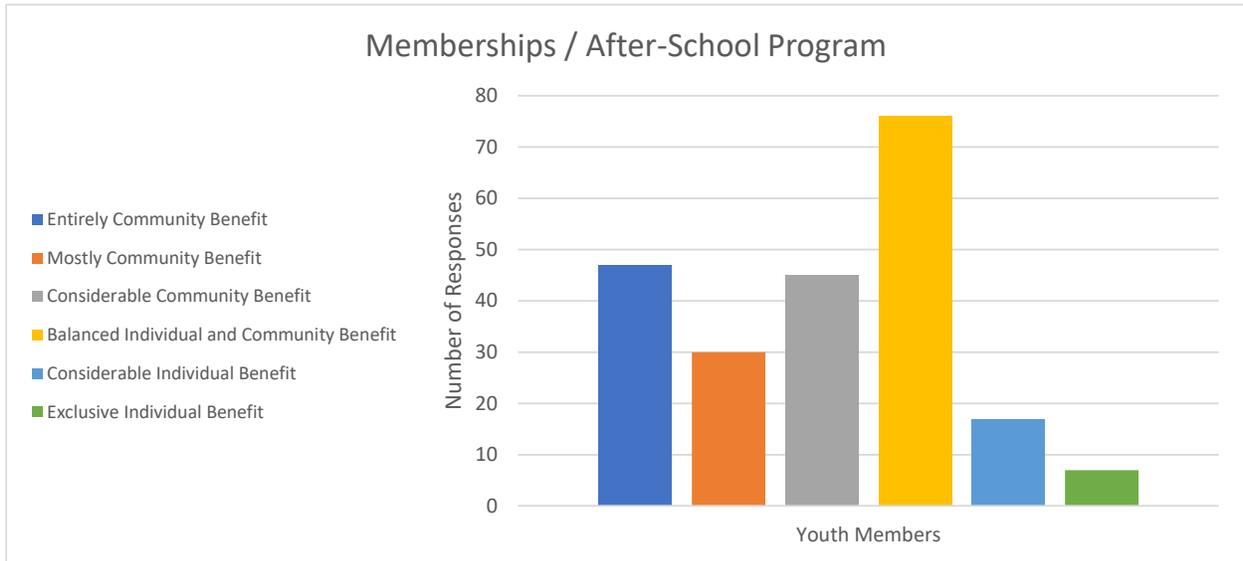
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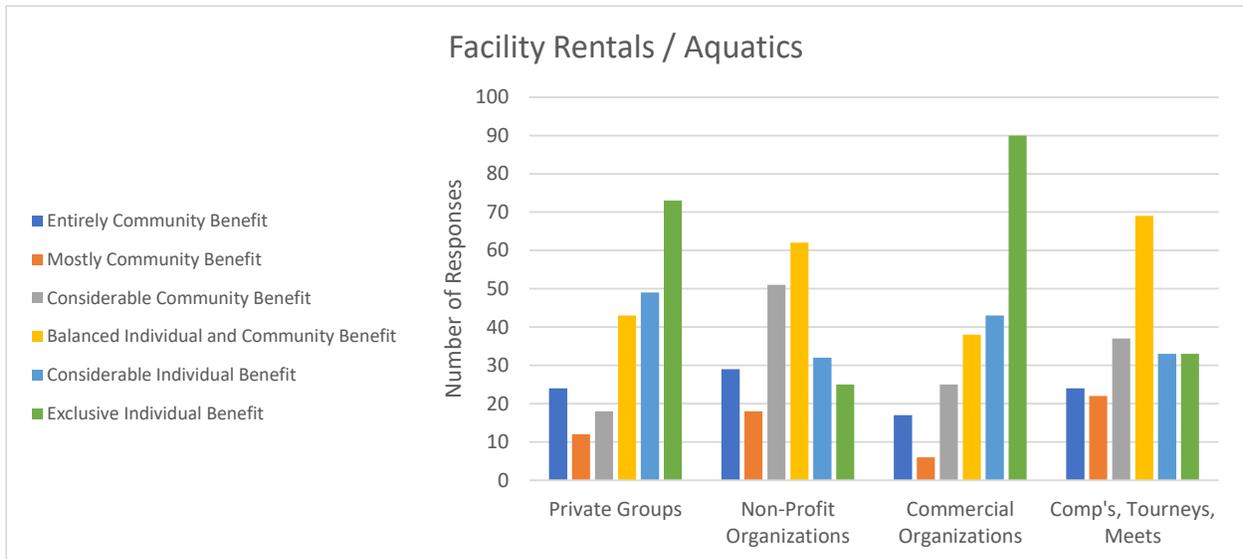
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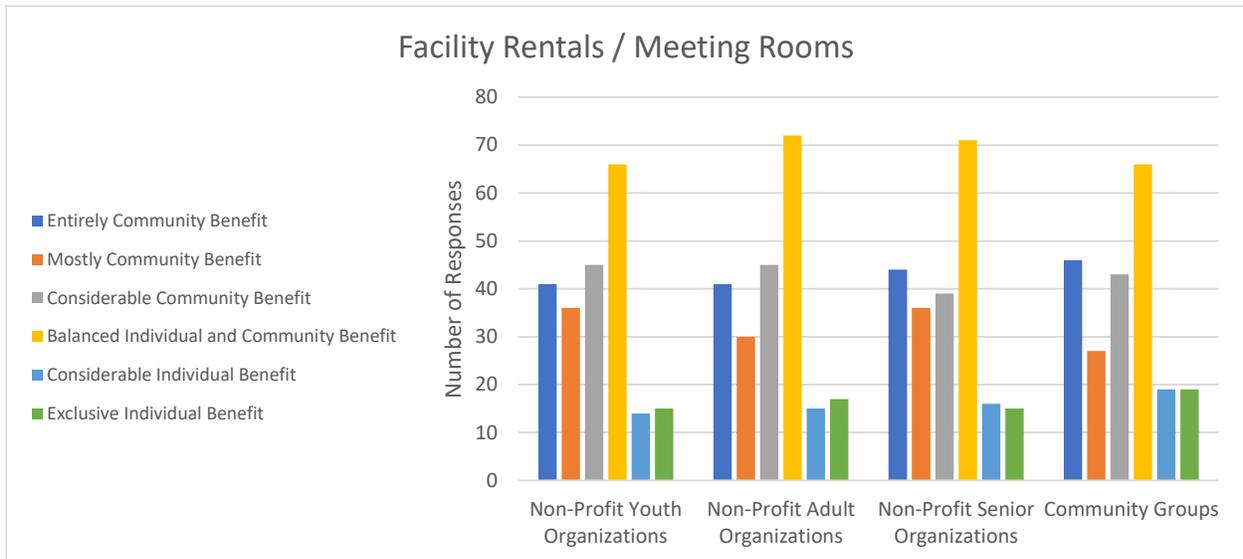
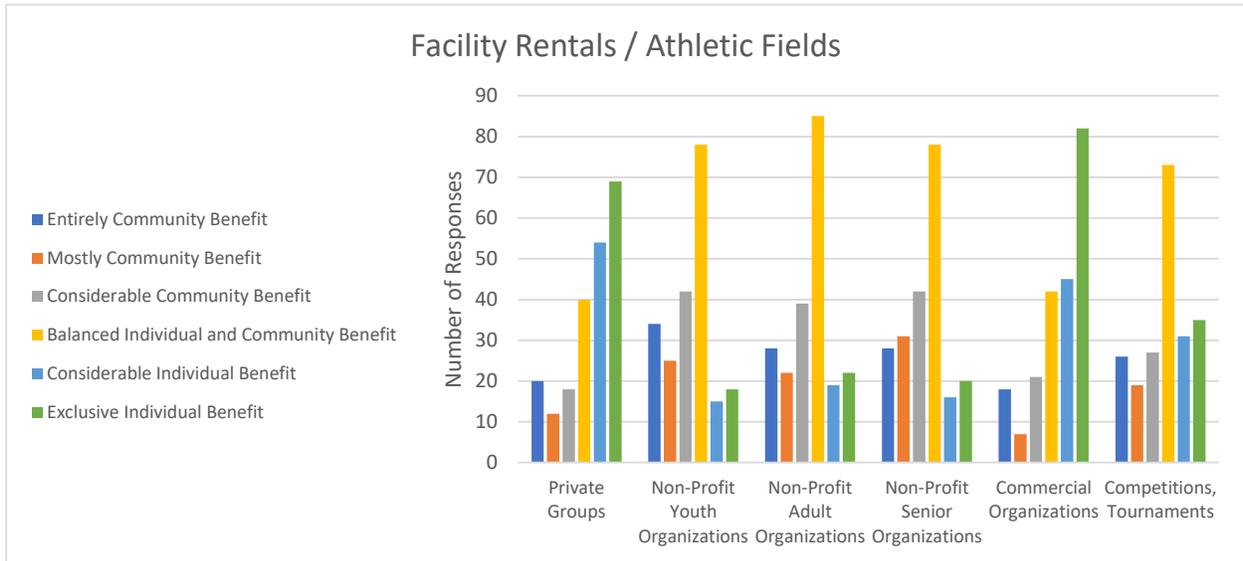
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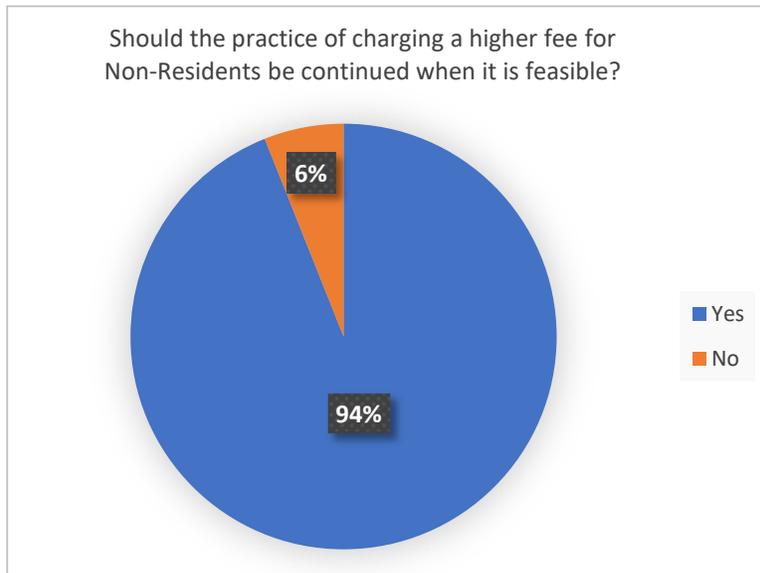
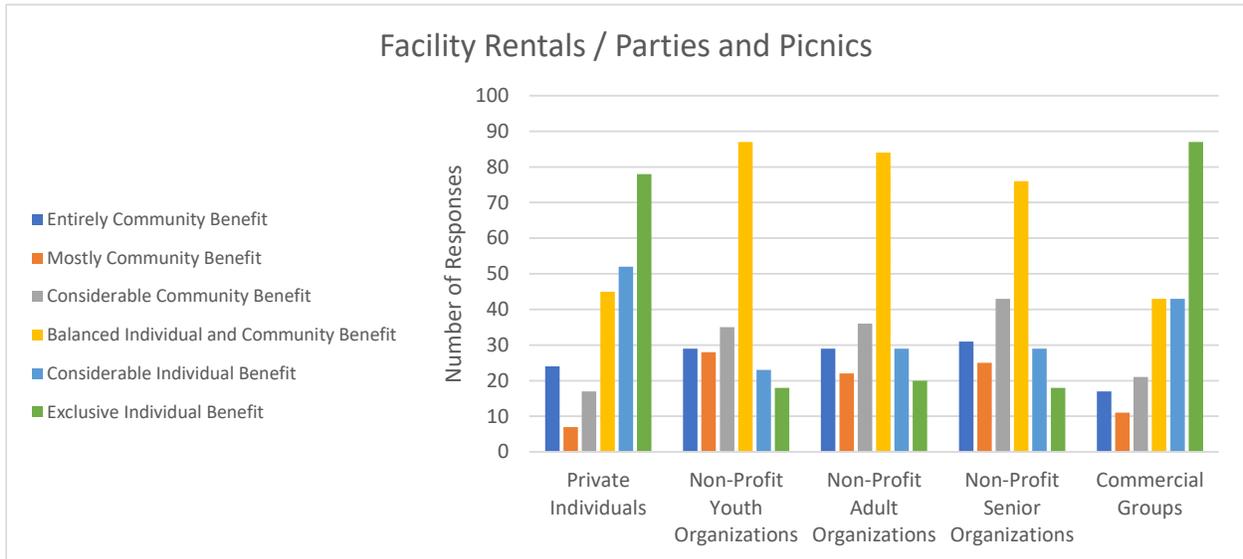


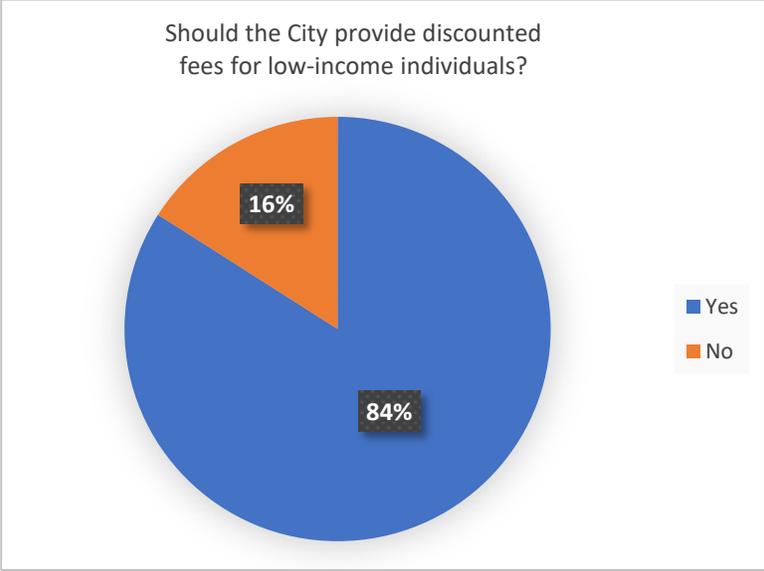
# APPENDIX C



# APPENDIX C







# APPENDIX D

## COST OF SERVICE ANALYSIS FOR USER AND REGULATORY FEES



**City of  
Santa Clara**  
The Center of What's Possible

**User and Regulatory Fees**

*Cost of Service Analysis*

# City of Santa Clara

## Cost of Service Analysis

Fee Type	Page
Assistant City Clerk's Office Fees	3
City Manager's Office Fees	9
Community Development Fees	15
Building	16
Planning	28
Housing and Community Services	35
Electric (SVP) Fees	40
Finance - Municipal Services Division Fees	54
Fire Department Fees	69
Community Risk Reduction Fees	72
Training and Resources Fees	93
Police Department Fees	105
Public Works Fees	118
Engineering and Encroachment Permit Fees	119
Streets, Storm Drain, and Solid Waste Fees	146
Water and Sewer Fees	161



**City of  
Santa Clara**  
The Center of What's Possible

**Assistant City Clerk's Office Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Assistant City Clerk

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Assistant City Clerk	1.00	2,080	216	1,864	1,864	25%	75%	100%	466	1,398	1,864	\$80	\$165,630
Deputy City Clerk	1.00	2,080	216	1,864	1,864	25%	75%	100%	466	1,398	1,864	\$67	\$139,402
Staff Aide I	2.00	2,080	216	1,864	3,728	25%	75%	100%	932	2,796	3,728	\$48	\$197,683
Office Records Specialist	1.00	2,080	216	1,864	1,864	25%	75%	100%	466	1,398	1,864	\$42	\$87,734
<b>Total</b>	<b>5.00</b>				<b>9,320</b>				<b>2,330</b>	<b>6,990</b>	<b>9,320</b>		\$590,450
<b>Total</b>									<b>25%</b>	<b>75%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Assistant City Clerk's Office

FY 22/23 Forecast Expenses [a]		Program	2311	2312	2313				
Fund #	Fund Desc	Account Desc	Council Admin	Public Info	Political Reform	Subtotal	Adjust	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$69,931	\$354,869	\$185,767	\$610,567	\$0	\$610,567	
001	General Fund	87017 - Premium Pay	\$435	\$255	\$180	\$870	\$0	\$870	
001	General Fund	87020 - Salary And Wages - As Needed	\$48,543	\$0		\$48,543	\$0	\$48,543	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$1,035			\$1,035	\$0	\$1,035	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	<u>(\$25,414)</u>			<u>(\$25,414)</u>	<u>\$25,414</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$94,530</b>	<b>\$355,124</b>	<b>\$185,947</b>	<b>\$635,601</b>	<b>\$25,414</b>	<b>\$661,015</b>	
001	General Fund	87212 - PERS - Misc	\$53,084	\$124,187	\$65,026	\$242,297	\$0	\$242,297	
001	General Fund	87221 - Medicare	\$1,084	\$5,280	\$2,784	\$9,148	\$0	\$9,148	
001	General Fund	87222 - Social Security	\$2,994	\$21,356	\$10,551	\$34,901	\$0	\$34,901	
001	General Fund	87223 - Social Security - OT	\$321			\$321	\$0	\$321	
001	General Fund	87224 - Medicare OT	\$76			\$76	\$0	\$76	
001	General Fund	87230 - Health Allocation	\$5,789	\$40,742	\$18,176	\$64,707	\$0	\$64,707	
001	General Fund	87241 - Dental - City Paid	\$136	\$850	\$384	\$1,370	\$0	\$1,370	
001	General Fund	87242 - Long Term Disability-City Paid	\$448	\$1,244	\$570	\$2,262	\$0	\$2,262	
001	General Fund	87243 - Vision- City Paid	\$60	\$368	\$165	\$593	\$0	\$593	
001	General Fund	87250 - Basic Life Insurance	(\$15)	\$241	\$122	\$348	\$0	\$348	
001	General Fund	87271 - VEBA	\$300	\$1,860	\$840	\$3,000	\$0	\$3,000	
001	General Fund	87272 - EAP	\$24	\$151	\$69	\$244	\$0	\$244	
001	General Fund	87274 - Auto Allowance	(\$420)	\$4,080	\$2,340	\$6,000	\$0	\$6,000	
001	General Fund	87275 - Mobile Phone Allowance	(\$384)	\$1,488	\$816	\$1,920	\$0	\$1,920	
001	General Fund	87390 - OPEB	<u>\$1,771</u>	<u>\$10,983</u>	<u>\$4,961</u>	<u>\$17,715</u>	<u>\$0</u>	<u>\$17,715</u>	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$65,268</b>	<b>\$212,830</b>	<b>\$106,804</b>	<b>\$384,902</b>	<b>\$0</b>	<b>\$384,902</b>	
001	General Fund	87500 - Operating Supplies	\$0	\$1,193	\$530	\$1,723	\$0	\$1,723	
001	General Fund	87825 - Conference, Travel and Training	\$4,187	(\$1)	\$1,592	\$5,778	\$0	\$5,778	
001	General Fund	87870 - Contractual Serv Not Class	<u>\$1,209</u>	<u>\$207,917</u>	<u>\$0</u>	<u>\$209,126</u>	<u>(\$209,126)</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$5,396</b>	<b>\$209,109</b>	<b>\$2,122</b>	<b>\$216,627</b>	<b>(\$209,126)</b>	<b>\$7,501</b>	
001	General Fund	87650 - Technical Services Maintenance	\$39,541	\$30,092	\$39,327	\$108,960	\$0	\$108,960	
001	General Fund	87660 - Workers Comp Insurance	\$1,931	\$9,223	\$4,870	\$16,024	\$0	\$16,024	
001	General Fund	87680 - Unemployment Insurance	\$66	\$313	\$165	\$544	\$0	\$544	
001	General Fund	87840 - Insurance And Surety Bonds	<u>\$2,444</u>	<u>\$11,672</u>	<u>\$6,163</u>	<u>\$20,279</u>	<u>\$0</u>	<u>\$20,279</u>	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$43,982</b>	<b>\$51,300</b>	<b>\$50,525</b>	<b>\$145,807</b>	<b>\$0</b>	<b>\$145,807</b>	
<b>Subtotal</b>			<b>\$209,176</b>	<b>\$828,363</b>	<b>\$345,398</b>	<b>\$1,382,937</b>	<b>(\$183,712)</b>	<b>\$1,199,225</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Calculation of Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$1,199,225	
Productive Hours	6,990	[b]
<b>Total</b>	<b>\$172</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$1,045,917	87%	\$150
Equipment	\$0	0%	\$0
Materials / Supplies	\$153,308	13%	\$22
Other Costs	\$0	0%	\$0
Overhead	\$0	0%	\$0
<b>Total</b>	<b>\$1,199,225</b>	<b>100%</b>	<b>\$172</b>

**Information Below is for Use if City Desires to Use Positional Hourly Billing Rates**

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$661,015
Benefit Accounts	\$384,902
Total	0.58

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	75%	1,398	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.49</b>	

Position	Top Step Hrly [c]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Assistant City Clerk	\$80	\$46	\$126	1.49	\$187	\$22	\$0	\$209
Deputy City Clerk	\$67	\$39	\$106	1.49	\$158	\$22	\$0	\$180
Staff Aide I	\$48	\$28	\$75	1.49	\$112	\$22	\$0	\$134
Office Records Specialist	\$42	\$25	\$67	1.49	\$99	\$22	\$0	\$121

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	5.00	2,080	10,400	\$590,450	\$57	\$172	3.02	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] See allocation of Annual Labor Effort, Assistant City Clerk.

[c] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 City Clerk Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

				Cost Recovery Information						
Fee Description		Labor Time	Hourly Rate	Estimated Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
<b>Lobbying Activities</b>										
1	Annual Registration Fee	4.25	x \$172	= \$731	\$757	104%	\$731	100%		[a]
2	Prorated Registration Fee	2.00	x \$172	= \$344	\$361	105%	\$344	100%		[b]
3	Amended Registration Fee	1.00	x \$172	= \$172	\$174	101%	\$172	100%		[c]
4	Client Registration Fee	0.75	x \$172	= \$129	\$130	101%	\$129	100%	per client	
5	Delinquent Fee				\$25		\$25		per day	[d]

[a] Annual registration is due by January 15th of a given year.

[b] Persons registering for the first time after June 30th of a given year.

[c] Lobbyists with a change to registration information shall file an amended registration within fifteen (15) days of such change if he or she has accepted a new client for compensation in excess of five hundred dollars (\$500.00).

[d] Up to a maximum of \$500.00.



**City of  
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**City Manager's Office Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - City Manager

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Assistant to the City Manager	2.00	2,080	216	1,864	3,728	0%	100%	100%	-	3,728	3,728	\$109	\$454,854
Assistant City Manager	2.00	2,080	216	1,864	3,728	0%	100%	100%	-	3,728	3,728	\$161	\$671,091
Chief Operating Officer	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$186	\$385,902
City Manager	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$216	\$448,490
Communications and Outreach Manager	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$77	\$160,701
Communications Coordinator	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$58	\$120,370
Executive Assistant to the City Manager	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$66	\$137,280
Management Analyst	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$67	\$139,402
Office Specialist III	0.50	2,080	216	1,864	932	0%	100%	100%	-	932	932	\$41	\$42,765
Senior Management Analyst	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$74	\$153,338
Staff Aide I	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$48	\$98,842
<b>Total</b>	<b>12.50</b>				<b>23,300</b>				-	<b>23,300</b>	<b>23,300</b>		\$2,813,034
<b>Total</b>									<b>0%</b>	<b>100%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Assume use of productive hours only.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - City Manager's Office

FY 22/23 Forecast Expenses [a]		Program	1021	1022	1031	1032	1033				
Fund #	Fund Desc	Account Desc	Policy	Intergov' Rel'tns	Day to Day Ops	Strat Planning	Outreach & Engage	Subtotal	Adjust	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$637,328	\$113,790	\$822,512	\$712,591	\$511,857	\$2,798,078	\$0	\$2,798,078	
001	General Fund	87020 - Salary And Wages - As Needed			\$131,975			\$131,975	\$0	\$131,975	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage			<u>(\$569,656)</u>			<u>(\$569,656)</u>	<u>\$569,656</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$637,328</b>	<b>\$113,790</b>	<b>\$384,831</b>	<b>\$712,591</b>	<b>\$511,857</b>	<b>\$2,360,397</b>	<b>\$569,656</b>	<b>\$2,930,053</b>	
001	General Fund	87212 - PERS - Misc	\$180,727	\$29,010	\$337,263	\$231,536	\$169,481	\$948,017	\$0	\$948,017	
001	General Fund	87221 - Medicare	\$9,518	\$1,696	\$12,287	\$10,659	\$7,726	\$41,886	\$0	\$41,886	
001	General Fund	87222 - Social Security	\$20,947	\$3,700	\$29,567	\$24,540	\$22,336	\$101,090	\$0	\$101,090	
001	General Fund	87230 - Health Allocation	\$35,666	\$6,409	\$52,356	\$41,890	\$34,677	\$170,998	\$0	\$170,998	
001	General Fund	87241 - Dental - City Paid	\$1,263	\$237	\$1,715	\$1,501	\$964	\$5,680	\$0	\$5,680	
001	General Fund	87242 - Long Term Disability-City Paid	\$948	\$162	\$1,495	\$1,132	\$1,022	\$4,759	\$0	\$4,759	
001	General Fund	87243 - Vision- City Paid	\$374	\$68	\$530	\$438	\$350	\$1,760	\$0	\$1,760	
001	General Fund	87250 - Basic Life Insurance	\$277	\$50	\$364	\$316	\$282	\$1,289	\$0	\$1,289	
001	General Fund	87271 - VEBA	\$1,530	\$270	\$2,280	\$1,800	\$1,620	\$7,500	\$0	\$7,500	
001	General Fund	87272 - EAP	\$123	\$19	\$187	\$144	\$130	\$603	\$0	\$603	
001	General Fund	87274 - Auto Allowance	\$10,194	\$1,866	\$11,916	\$11,052	\$4,692	\$39,720	\$0	\$39,720	
001	General Fund	87275 - Mobile Phone Allowance	\$1,056	\$192	\$1,440	\$1,344	\$768	\$4,800	\$0	\$4,800	
001	General Fund	87279 - Misc. Other Benefits	\$18,960	\$3,792	\$22,752	\$22,752	\$7,584	\$75,840	\$0	\$75,840	
001	General Fund	87390 - OPEB	<u>\$9,036</u>	<u>\$1,593</u>	<u>\$13,464</u>	<u>\$10,631</u>	<u>\$9,563</u>	<u>\$44,287</u>	<u>\$0</u>	<u>\$44,287</u>	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$290,619</b>	<b>\$49,064</b>	<b>\$487,616</b>	<b>\$359,735</b>	<b>\$261,195</b>	<b>\$1,448,229</b>	<b>\$0</b>	<b>\$1,448,229</b>	
001	General Fund	87500 - Operating Supplies	\$18,157		\$38,068		\$0	\$56,225	(\$56,225)	\$0	
001	General Fund	87600 - Maintenance			\$63,672			\$63,672	(\$63,672)	\$0	
001	General Fund	87710 - Adver And Community Promotion			\$7,735		\$162,651	\$170,386	(\$170,386)	\$0	
001	General Fund	87800 - Miscellaneous Serv & Supplies			\$0	\$0	\$11,706	\$11,706	(\$11,706)	\$0	
001	General Fund	87810 - Utilities Expenses						\$0	\$0	\$0	
001	General Fund	87825 - Conference, Travel and Training				\$22,644		\$22,644	(\$22,644)	\$0	
001	General Fund	87870 - Contractual Serv Not Class	\$32,104	\$95,000	\$374,575	\$2,060	\$233,214	\$736,953	(\$736,953)	\$0	
001	General Fund	87930 - City Membership		(\$1,051)		(\$641)		(\$1,692)	\$1,692	\$0	
001	General Fund	87940 - Mandated Program Costs			<u>\$40,347</u>			<u>\$40,347</u>	<u>(\$40,347)</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$50,261</b>	<b>\$93,949</b>	<b>\$524,397</b>	<b>\$24,063</b>	<b>\$407,571</b>	<b>\$1,100,241</b>	<b>(\$1,100,241)</b>	<b>\$0</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance			\$0			\$0	\$0	\$0	
001	General Fund	87650 - Technical Services Maintenance	\$137,255	\$24,883	\$166,971	\$153,482	\$101,779	\$584,370	(\$584,370)	\$0	
001	General Fund	87660 - Workers Comp Insurance	\$16,720	\$3,020	\$16,504	\$18,830	\$12,788	\$67,862	\$0	\$67,862	
001	General Fund	87680 - Unemployment Insurance	\$628	\$113	\$620	\$707	\$480	\$2,548	\$0	\$2,548	
001	General Fund	87740 - Vehicle Equipment Amortization			\$0			\$0	\$0	\$0	
001	General Fund	87840 - Insurance And Surety Bonds	<u>\$23,401</u>	<u>\$4,227</u>	<u>\$23,099</u>	<u>\$26,357</u>	<u>\$17,898</u>	<u>\$94,982</u>	<u>\$0</u>	<u>\$94,982</u>	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$178,004</b>	<b>\$32,243</b>	<b>\$207,194</b>	<b>\$199,376</b>	<b>\$132,945</b>	<b>\$749,762</b>	<b>(\$584,370)</b>	<b>\$165,392</b>	
<b>Subtotal</b>			<b>\$1,156,212</b>	<b>\$289,046</b>	<b>\$1,604,038</b>	<b>\$1,295,765</b>	<b>\$1,313,568</b>	<b>\$5,658,629</b>	<b>(\$1,114,955)</b>	<b>\$4,543,674</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Calculation of Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$4,543,674	
Productive Hours	23,300	[b]
<b>Total</b>	<b>\$195</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$4,378,282	96%	\$188
Equipment	\$0	0%	\$0
Materials / Supplies	\$165,392	4%	\$7
Other Costs	\$0	0%	\$0
Overhead	\$0	0%	\$0
<b>Total</b>	<b>\$4,543,674</b>	<b>100%</b>	<b>\$195</b>

**Information Below is for Use if City Desires to Use Positional Hourly Billing Rates**

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$2,930,053
Benefit Accounts	\$1,448,229
Total	0.49

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	100%	1,864	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.12</b>	

Position	Top Step Hrlly [c]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Assistant to the City Manager	\$109	\$54	\$163	1.12	\$182	\$7	\$0	\$189
Assistant City Manager	\$161	\$80	\$241	1.12	\$269	\$7	\$0	\$276
Chief Operating Officer	\$186	\$92	\$277	1.12	\$309	\$7	\$0	\$316
City Manager	\$216	\$107	\$322	1.12	\$360	\$7	\$0	\$367
Communications and Outreach Manager	\$77	\$38	\$115	1.12	\$129	\$7	\$0	\$136
Communications Coordinator	\$58	\$29	\$86	1.12	\$96	\$7	\$0	\$104
Executive Assistant to the City Manager	\$66	\$33	\$99	1.12	\$110	\$7	\$0	\$117
Management Analyst	\$67	\$33	\$100	1.12	\$112	\$7	\$0	\$119
Office Specialist III	\$41	\$20	\$61	1.12	\$69	\$7	\$0	\$76
Senior Management Analyst	\$74	\$36	\$110	1.12	\$123	\$7	\$0	\$130
Staff Aide I	\$48	\$23	\$71	1.12	\$79	\$7	\$0	\$86

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	12.50	2,080	26,000	\$2,813,034	\$108	\$195	1.80	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on productive hours.

[c] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 City Manager Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Asst CM	Mgmt Analyst	Total	Cost of Service		Cost of Service	Cost Recovery Information				
					\$276	\$119		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Notes
1	No-Fee Parade Permit (For Santa Clara non-profit organizations)	1.00	3.00	4.00	\$276	\$357	\$633	no fee	0%	no fee	0%	[a]

[a] Pursuant to Resolution No. 18-8606, no fee is charged.



**City of  
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**Community Development Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Building

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [g]
Assistant Building Official	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$102
Associate Planner	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$64
Building Official	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$113
Combination Inspector	8.00	2,080	216	1,864	14,912	20%	80%	100%	2,982	11,930	14,912	\$65
Code Enforcement Technician	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$46
Customer Service Representative	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$42
Inspection Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$97
Office Assistant	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$36
Office Specialist II	3.00	2,080	216	1,864	5,592	100%	0%	100%	5,592	-	5,592	\$41
Office Specialist III	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$45
Management Analyst	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$67
Permit Center Supervisor	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$69
Permit Technician	5.00	2,080	216	1,864	9,320	20%	80%	100%	1,864	7,456	9,320	\$46
Plan Review Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$98
Plans Examiner	5.00	2,080	216	1,864	9,320	20%	80%	100%	1,864	7,456	9,320	\$69
Senior Inspector	7.00	2,080	216	1,864	13,048	20%	80%	100%	2,610	10,438	13,048	\$69
Senior Permit Technician	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$51
Senior Plans Examiner	4.00	2,080	216	1,864	7,456	20%	80%	100%	1,491	5,965	7,456	\$72
Staff Analyst I	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$58
<b>Subtotal - Directly Budgeted FTE</b>	<b>45.00</b>				<b>83,880</b>				<b>33,925</b>	<b>49,955</b>	<b>83,880</b>	
Adjust for: Community Development Dire	0.25	2,080	216	1,864	466	100%	0%	100%	466	-	466	\$143
Adjust for: Building Plan Check	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$64
<b>Subtotal - Non-directly Budgeted FTE</b>	<b>1.25</b>				<b>2,330</b>				<b>839</b>	<b>1,491</b>	<b>2,330</b>	
<b>Contract Svcs [a],[e]</b>					<b>8,538</b>	10%	90%	100%	<b>854</b>	<b>7,684</b>	<b>8,538</b>	\$1,468,482
<b>Total</b>					<b>92,418</b>				<b>35,617</b>	<b>59,130</b>	<b>92,418</b>	
<b>Total</b>									<b>38%</b>	<b>62%</b>	<b>100%</b>	

Hrly Rate for Contract Plan Chk Svc	Total [f]
Level II	\$165
Level III	\$179
Average	\$172

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Total hours calculated as: forecast expenses / average hourly rate for contract plan review services.

[f] Amount based on January 2021 contractual service agreement entered into for qualified plan check and inspection services list.

[g] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

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FY 22/23 Forecast Expenses [a]		Program	5532	5533	5534				
Fund #	Fund Desc	Account Desc	Plan Rvw & Prmt	Field Inspect	Housing Inspect	Subtotal	Adjustment	Total	Notes
155	Building Inspection Fund	87010 - Salary And Wages - Regular	\$3,161,337	\$2,185,731	\$20,379	\$5,367,447	\$0	\$5,367,447	
155	Building Inspection Fund	87011 - Salary Attrition and VTO	(\$23,769)	(\$22,358)	(\$197)	(\$46,324)	\$0	(\$46,324)	
155	Building Inspection Fund	87017 - Premium Pay	\$100	\$0	\$0	\$100	\$0	\$100	
155	Building Inspection Fund	87020 - Salary And Wages - As Needed	\$391,748	\$0	\$0	\$391,748	\$0	\$391,748	
155	Building Inspection Fund	87030 - S & W - O.T. Vacation Relief	<u>\$32,137</u>	<u>\$0</u>	<u>\$0</u>	<u>\$32,137</u>	<u>\$0</u>	<u>\$32,137</u>	
<b>155</b>	<b>Building Inspection Fund</b>	<b>1 Salary Accounts</b>	<b>\$3,561,553</b>	<b>\$2,163,373</b>	<b>\$20,182</b>	<b>\$5,745,108</b>	<b>\$0</b>	<b>\$5,745,108</b>	
155	Building Inspection Fund	87212 - PERS - Misc	\$1,105,545	\$764,347	\$7,127	\$1,877,019	\$0	\$1,877,019	
155	Building Inspection Fund	87221 - Medicare	\$47,410	\$32,954	\$307	\$80,671	\$0	\$80,671	
155	Building Inspection Fund	87222 - Social Security	\$186,841	\$129,325	\$854	\$317,020	\$0	\$317,020	
155	Building Inspection Fund	87223 - Social Security - OT	\$1,992	\$0	\$0	\$1,992	\$0	\$1,992	
155	Building Inspection Fund	87224 - Medicare OT	\$466	\$0	\$0	\$466	\$0	\$466	
155	Building Inspection Fund	87230 - Health Allocation	\$340,062	\$200,805	\$1,235	\$542,102	\$0	\$542,102	
155	Building Inspection Fund	87241 - Dental - City Paid	\$7,337	\$4,425	\$28	\$11,790	\$0	\$11,790	
155	Building Inspection Fund	87242 - Long Term Disability-City Paid	\$13,350	\$8,783	\$38	\$22,171	\$0	\$22,171	
155	Building Inspection Fund	87243 - Vision- City Paid	\$3,180	\$1,920	\$12	\$5,112	\$0	\$5,112	
155	Building Inspection Fund	87250 - Basic Life Insurance	\$1,257	\$699	\$12	\$1,968	\$0	\$1,968	
155	Building Inspection Fund	87271 - VEBA	\$16,050	\$9,690	\$60	\$25,800	\$0	\$25,800	
155	Building Inspection Fund	87272 - EAP	\$1,307	\$791	\$4	\$2,102	\$0	\$2,102	
155	Building Inspection Fund	87274 - Auto Allowance	\$8,400	\$1,080	\$120	\$9,600	\$0	\$9,600	
155	Building Inspection Fund	87275 - Mobile Phone Allowance	\$3,360	\$1,344	\$96	\$4,800	\$0	\$4,800	
155	Building Inspection Fund	87279 - Misc. Other Benefits	\$90	\$2,415	\$0	\$2,505	\$0	\$2,505	
155	Building Inspection Fund	87390 - OPEB	<u>\$94,781</u>	<u>\$57,218</u>	<u>\$354</u>	<u>\$152,353</u>	<u>\$0</u>	<u>\$152,353</u>	
<b>155</b>	<b>Building Inspection Fund</b>	<b>2 Benefit Accounts</b>	<b>\$1,831,428</b>	<b>\$1,215,796</b>	<b>\$10,247</b>	<b>\$3,057,471</b>	<b>\$0</b>	<b>\$3,057,471</b>	
155	Building Inspection Fund	87500 - Operating Supplies	\$89,446	\$23,920	\$0	\$113,366	\$0	\$113,366	
155	Building Inspection Fund	87825 - Conference, Travel and Training	\$20,694	\$14,857	\$530	\$36,081	\$0	\$36,081	
155	Building Inspection Fund	87870 - Contractual Serv Not Class	<u>\$1,462,646</u>	<u>\$5,836</u>	<u>\$0</u>	<u>\$1,468,482</u>	<u>\$0</u>	<u>\$1,468,482</u>	
<b>155</b>	<b>Building Inspection Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$1,572,786</b>	<b>\$44,613</b>	<b>\$530</b>	<b>\$1,617,929</b>	<b>\$0</b>	<b>\$1,617,929</b>	
155	Building Inspection Fund	87640 - Vehicle Equipment Maintenance	\$0	\$40,450	\$0	\$40,450	\$0	\$40,450	
155	Building Inspection Fund	87650 - Technical Services Maintenance	\$272,010	\$218,980	\$0	\$490,990	\$0	\$490,990	
155	Building Inspection Fund	87660 - Workers Comp Insurance	\$53,879	\$38,658	\$357	\$92,894	\$0	\$92,894	
155	Building Inspection Fund	87680 - Unemployment Insurance	\$2,723	\$1,939	\$18	\$4,680	\$0	\$4,680	
155	Building Inspection Fund	87740 - Vehicle Equipment Amortization	\$0	\$40,940	\$0	\$40,940	\$0	\$40,940	
155	Building Inspection Fund	87840 - Insurance And Surety Bonds	\$100,769	\$72,301	\$668	\$173,738	\$0	\$173,738	
155	Building Inspection Fund	87994 - Services from Other Funds-CAP	<u>\$546,244</u>	<u>\$535,595</u>	<u>\$58,151</u>	<u>\$1,139,990</u>	<u>\$0</u>	<u>\$1,139,990</u>	
<b>155</b>	<b>Building Inspection Fund</b>	<b>5 Interfund Services</b>	<b>\$975,625</b>	<b>\$948,863</b>	<b>\$59,194</b>	<b>\$1,983,682</b>	<b>\$0</b>	<b>\$1,983,682</b>	
155	Building Inspection Fund	89950 - Trs Out - Miscellaneous	\$7,000	\$0	\$0	\$7,000	\$0	\$7,000	
155	Building Inspection Fund	89952 - Trs Out - General Fund	\$168,845	\$0	\$0	\$168,845	\$0	\$168,845	
155	Building Inspection Fund	89990 - Intra Trs Out - Miscellaneous	<u>\$1,737</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,737</u>	<u>\$0</u>	<u>\$1,737</u>	
<b>155</b>	<b>Building Inspection Fund</b>	<b>9 Other Expenditures</b>	<b>\$177,582</b>	<b>\$0</b>	<b>\$0</b>	<b>\$177,582</b>	<b>\$0</b>	<b>\$177,582</b>	
<b>Subtotal</b>			<b>\$8,118,974</b>	<b>\$4,372,645</b>	<b>\$90,153</b>	<b>\$12,581,772</b>	<b>\$0</b>	<b>\$12,581,772</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Statistical Information**

Description	Total	Notes
Benefit Accounts Share of Divisional Salaries	57%	[b]
Interfund Services Share of Divisional Salaries	37%	[b]

**Support Costs Not Included Above**

Description	Wages Per Hour	Est. Benefit	Est. Interfund Svcs	Total Per Hour	Share to Building	Total Per Year	Notes
Community Development Director	\$143	\$81	\$53	\$276	25%	\$143,746	[c]
Building Plan Check (e.g., Associate Planner)	\$64	\$36	\$24	\$124	100%	\$256,897	[c],[d]
<b>Subtotal</b>						<b>\$400,643</b>	

**Total Divisional Costs**

<b>Total</b>	<b>\$12,982,415</b>
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**Calculation of Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$12,982,415	
Direct Hours	59,130	[e]
<b>Total</b>	<b>\$220</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$10,271,061	79%	\$174
Equipment	\$0	0%	\$0
Materials / Supplies	\$993,139	8%	\$17
Other Costs	\$0	0%	\$0
Overhead	\$1,718,215	13%	\$29
<b>Total</b>	<b>\$12,982,415</b>	<b>100%</b>	<b>\$220</b>

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Benefit and Interfund totals divided by Account 87010 - Salaries and Wages - Regular.

[c] To account for support provided but not directly budgeted to Building.

[d] For building plan check (e.g., building plan check by Associate Planner).

[e] See worksheet labeled: Allocation of Annual Labor Effort - Building.

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
<b>MINOR RESIDENTIAL PERMIT FEES</b>														
<b>(Permit Issuance Fee is Included in Permit Fee (i.e., no add'l permit issuance fee collected))</b>														
1	A/C and/or Furnace - New Location	2.09	x	\$220	=	\$460	varies			\$460		100%		
2	A/C and/or Furnace - Same Location	1.42	x	\$220	=	\$312	varies			\$312		100%		
3	Water Heater - New or Replacement	1.77	x	\$220	=	\$388	varies			\$388		100%		
4	Water Softener	1.42	x	\$220	=	\$312	varies			\$312		100%		
5	Bathroom Remodel (like for like)	1.42	x	\$220	=	\$312	varies			\$312		100%		
6	Residential Voluntary Foundation Seismic Retrofit	1.92	x	\$220	=	\$422	varies			\$422		100%		
7	Pool Demo	1.42	x	\$220	=	\$312	varies			\$312		100%		
8	Residential Reroof	3.34	x	\$220	=	\$734	varies			\$734		100%		
<b>ALL OTHER PERMIT FEES</b>														
9	Permit Issuance	0.42	x	\$220	=	\$92	\$87		95%	\$92		100%	\$5	
10	Technology Fee						3.37%	percent of Bldg, MPE, Plan Check & Sign Fee		3.37%	percent of Bldg, MPE, Plan Check & Sign Fee		\$0	
11	General Plan / Advanced Planning Surcharge						12.39%	percent of Bldg Permit & Plan Check Fee		12.39%	percent of Bldg Permit & Plan Check Fee		\$0	
12	Building Conformance Fee						Valuation x \$0.00032			Valuation x \$0.00032				
<b>3-B ELECTRICAL PERMIT FEES</b>														
13	Minimum Permit Fee	1.00	x	\$220	=	\$220	\$209		95%	\$220		100%	\$11	
<b>SYSTEM FEE SCHEDULE</b>														
14	New Buildings or Alterations													
	a) Commercial Buildings	0.0014	x	\$220	=	\$0.31	\$0.31	per sq ft	99%	\$0.31	per SF	100%	\$0.00	
	b) Residential Buildings	0.0010	x	\$220	=	\$0.22	\$0.22	per sq ft	102%	\$0.22	per SF	100%	(\$0.00)	
	c) New garages, carports and accessory buildings	0.0004	x	\$220	=	\$0.09	\$0.08	per sq ft	92%	\$0.09	per SF	100%	\$0.01	
15	Private Swimming Pools	1.50	x	\$220	=	\$330	\$330		100%	\$330		100%	\$0	
16	Outdoor Events													
	a) For electric generators and electrically driven rides	1.50	x	\$220	=	\$330	\$330		100%	\$330		100%	\$0	
	b) For mechanically driven rides and walk-through attractions or displays having electric lighting	1.50	x	\$220	=	\$330	\$330		100%	\$330		100%	\$0	
	c) For a system of area and booth lighting	1.50	x	\$220	=	\$330	\$330		100%	\$330		100%	\$0	
17	Temporary Power Service													
	a) For a temporary service power pole or pedestal-mounted receptacle outlets and appurtenances	1.50	x	\$220	=	\$330	\$330		100%	\$330		100%	\$0	
	b) For a temporary distribution system and temp lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc.	1.50	x	\$220	=	\$330	\$330		100%	\$330		100%	\$0	

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#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
<b>UNIT FEE SCHEDULE</b>														
18	Receptacle, Switch and Lighting Outlets													
	a) First 20	0.02	x	\$220	=	\$4	\$3.19	each	87%	\$4		100%	\$0	
	b) Additional fixtures	0.01	x	\$220	=	\$3	\$3.19	each	116%	\$3		100%	(\$0)	
19	Lighting Fixtures													
	a) First 20 fixtures	0.02	x	\$220	=	\$4	\$3.19	each	87%	\$4		100%	\$0	
	b) Additional fixtures	0.01	x	\$220	=	\$3	\$3.19	each	116%	\$3		100%	(\$0)	
	c) For pole or platform-mounted lighting fixtures	0.03	x	\$220	=	\$7	\$7.47	each	102%	\$7		95%	(\$0)	
	d) For theatrical-type lighting fixtures or assemblies	0.03	x	\$220	=	\$7	\$7.47	each	102%	\$7		95%	(\$0)	
20	Residential Appliances													
	a) For fixed residential appliances or receptacle outlets	0.10	x	\$220	=	\$22	\$22	each	100%	\$22		100%	\$0	
21	Power Apparatus													
	a) Up to and including 1	0.17	x	\$220	=	\$37	\$36	each	98%	\$37		100%	\$1	
	b) Over 1 and not over 10	0.25	x	\$220	=	\$55	\$55	each	100%	\$55		100%	\$0	
	c) Over 10 and not over 50	0.42	x	\$220	=	\$92	\$92	each	100%	\$92		100%	\$0	
	d) Over 50 and not over 100	0.50	x	\$220	=	\$110	\$110	each	100%	\$110		100%	\$0	
	e) Over 100	0.67	x	\$220	=	\$147	\$146	each	100%	\$147		100%	\$1	
22	Busways													
	a) For trolley and plug-in-type busways	0.42	x	\$220	=	\$92	\$91	each 100 ft	99%	\$92		100%	\$1	
23	Signs, Outline Lighting and Marquees													
	a) Signs, Outline Lighting and Marquees For signs, outline lighting systems or marquees supplies from one branch circuit	0.42	x	\$220	=	\$92	\$91		99%	\$92		100%	\$1	
	b) For additional branch circuits with For additional branch circuits with marquee	0.33	x	\$220	=	\$73	\$73		100%	\$73		100%	\$0	
24	Services													
	a) For services of 600 volts or less and not over 200 amperes in rating,	0.67	x	\$220	=	\$147	\$146	each	100%	\$147		100%	\$1	
	b) For services of 600 volts or less and over 200 amperes to 1,000	1.17	x	\$220	=	\$257	\$256	each	100%	\$257		100%	\$1	
	c) For services over 600 volts or over 1,000 amperes in rating	1.75	x	\$220	=	\$385	\$386	each	100%	\$385		100%	(\$1)	
25	Miscellaneous Apparatus, Conduits, and Conductors													
	a) For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth	0.42	x	\$220	=	\$92	\$91		99%	\$92		100%	\$1	
<b>3-C MECHANICAL PERMIT</b>														
<b>NEW BUILDINGS</b>														
26	New Commercial buildings	0.0012	x	\$220	=	\$0.26	\$0.26	per sq ft	100%	\$0.26	per SF	98%	(\$0.00)	
27	New Residential buildings	0.0004	x	\$220	=	\$0.09	\$0.08	per sq ft	92%	\$0.09	per SF	100%	\$0.01	

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#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
	<b>UNIT FEE SCHEDULE</b>													
28	Furnaces													
	a) For installation or relocation of forced-air or gravity-type furnace, up to and including 100,000 Btu/h	1.25	x	\$220	=	\$275	\$275		100%	\$275		100%	\$0	
	b) For installation or relocation of forced-air or gravity-type furnace, over	1.25	x	\$220	=	\$275	\$275		100%	\$275		100%	\$0	
	c) For installation or relocation of each floor furnace	1.25	x	\$220	=	\$275	\$275		100%	\$275		100%	\$0	
	d) For installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit	1.25	x	\$220	=	\$275	\$275		100%	\$275		100%	\$0	
29	Appliance Vents													
	a) For the installation, relocation or replacement of each appliance vent not included in an appliance permit	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
30	Repairs or Additions													
	a) For the repair or, alteration of, or additional to each	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
31	Boilers, Compressors and Absorption Systems													
	a) Up to and including 3 horsepower or up to and including 100,000	1.75	x	\$220	=	\$385	\$386		100%	\$385		100%	(\$1)	
	b) Over 3 horsepower to and including 15 horsepower or Over 100,000 Btu/h to and including 500,000 Btu/h	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
	c) Over 15 to and including 30 horsepower or Over 500,000 to and	2.17	x	\$220	=	\$477	\$478		100%	\$477		100%	(\$1)	
	d) Over 30 to and including 50 horsepower or Over 1,000,000 to and including 1,750,000 Btu/h	2.42	x	\$220	=	\$532	\$532		100%	\$532		100%	\$0	
	e) Over 50 horsepower or Over 1,750,000 Btu/h	2.67	x	\$220	=	\$587	\$588		100%	\$587		100%	(\$1)	
32	Air Handlers													
	a) Each unit up to and including 10,000 cubic feet per minute	1.33	x	\$220	=	\$293	\$293		100%	\$293		100%	\$0	
	b) Each unit Over 10,000 cfm	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
33	Evaporative Coolers													
	a) For each evaporative cooler other than portable type	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
34	Ventilation and Exhaust													
	a) For each ventilation fan connected to a single duct	0.42	x	\$220	=	\$92	\$92		100%	\$92		100%	\$0	
	b) For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	0.75	x	\$220	=	\$165	\$165		100%	\$165		100%	\$0	
	c) For the installation of each hood which is served by mechanical exhaust	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
35	Incinerators													
	a) For the installation or relocation of each domestic-type incinerator	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
	b) For the installation or relocation of each commercial or industrial-type incinerator	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
36	Miscellaneous													
	a) For each appliance or piece of equipment regulated by the Mechanical Code but not classified in other appliance categories	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	

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#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
<b>3-C PLUMBING PERMIT FEES</b>														
<b>NEW BUILDINGS</b>														
37	New Commercial buildings, per sq. ft.	0.0009	x	\$220	=	\$0.20	\$0.19		98%	\$0.20	per SF	100%	\$0.00	
38	New Residential buildings, per sq. ft.	0.0004	x	\$220	=	\$0.09	\$0.08		92%	\$0.09	per SF	100%	\$0.01	
<b>UNIT FEE SCHEDULE</b>														
39	Fixtures and Vents													
	a) For each plumbing fixture or trap or set of fixtures on one trap	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
	b) For repair or alteration of drainage or vent piping, each fixture	1.00	x	\$220	=	\$220	\$220	each fixture	100%	\$220		100%	\$0	
40	Sewers, Disposal Systems and Interceptors													
	a) For each building sewer and each trailer park sewer	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
	b) For each cesspool	0.42	x	\$220	=	\$92	\$91		99%	\$92		100%	\$1	
	c) For each private sewage disposal system	0.42	x	\$220	=	\$92	\$91		99%	\$92		100%	\$1	
	d) For each industrial waste pretreatment interceptor	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
	e) Rainwater systems	0.25	x	\$220	=	\$55	\$54	per drain	98%	\$55		100%	\$1	
41	Water Piping and Water Heaters													
	a) For installation, alteration, or repair of water piping and/or water-	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
	b) For each water heater including vent	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
42	Gas Piping Systems													
	a) For each gas piping system of one to five outlets	0.67	x	\$220	=	\$147	\$146		100%	\$147		100%	\$1	
	b) For each additional outlet over five	0.03	x	\$220	=	\$6	\$5		91%	\$6		100%	\$1	
43	Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices													
	a) For each lawn sprinkler system on any one meter	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
	b) For atmospheric-type vacuum breakers or backflow protection													
	i) 1 to 5 devices	0.42	x	\$220	=	\$92	\$91		99%	\$92		100%	\$1	
	ii) Over 5 devices, each	0.08	x	\$220	=	\$18	\$17		93%	\$18		98%	\$1	
	c) For each backflow protective device other than atmospheric-type													
	i) 2 in and smaller	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
	ii) Over 2 inches	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	
44	Swimming Pools													
	a) Public pool	3.00	x	\$220	=	\$660	\$659		100%	\$660		100%	\$1	
	b) Public spa	2.50	x	\$220	=	\$550	\$550		100%	\$550		100%	\$0	
	c) Private pool	2.50	x	\$220	=	\$550	\$550		100%	\$550		100%	\$0	
	d) private spa	2.00	x	\$220	=	\$440	\$440		100%	\$440		100%	\$0	
45	Miscellaneous													
	a) For each appliance or piece of equipment regulated by the Mechanical Code but not classified in other appliance categories equipment regulated by the Plumbing Code but not classified in other appliance categories	1.00	x	\$220	=	\$220	\$220		100%	\$220		100%	\$0	

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Building

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
<b>3-G GRADING</b>													
46	PLAN REVIEW FEES												
	a) 50 cubic yards or less	n/a			n/a	No Fee			No Fee			n/a	
	b) 51 to 100 cubic yards	1.50	x	\$220	= \$330	\$329		100%	\$330		100%	\$1	
	c) 101 to 1,000 cubic yards	4.00	x	\$220	= \$880	\$875		99%	\$880		100%	\$5	
	d) 1,001 to 10,000 cubic yards	6.00	x	\$220	= \$1,320	\$1,312		99%	\$1,320		100%	\$8	
	e) 10,001 to 100,000 cubic yards - base	10.00	x	\$220	= \$2,200	\$2,188		99%	\$2,200		100%	\$12	
	i) Each additional 10,000 cubic yards	0.44	x	\$220	= \$98	\$97		99%	\$98		100%	\$1	
	f) 100,001 to 200,000 cubic yards - base	14.00	x	\$220	= \$3,080	\$3,063		99%	\$3,080		100%	\$17	
	i) Each additional 10,000 cubic yards	1.00	x	\$220	= \$220	\$219		100%	\$220		100%	\$1	
	g) 200,001 cubic yards or more - base	24.00	x	\$220	= \$5,280	\$5,252		99%	\$5,280		100%	\$28	
	i) Each additional 10,000 cubic yards	0.50	x	\$220	= \$110	\$110		100%	\$110		100%	\$0	
<b>3-H GRADING</b>													
47	PERMIT FEES												
	a) 100 cubic yards or less	2.00	x	\$220	= \$440	\$441		100%	\$440		100%	(\$1)	
	b) 101 to 1,000 cubic yards - base	2.00	x	\$220	= \$440	\$441		100%	\$440		100%	(\$1)	
	i) Each additional 100 cubic yards	0.33	x	\$220	= \$73	\$73		100%	\$73		100%	\$0	
	c) 1,001 to 10,000 cubic yards - base	5.00	x	\$220	= \$1,100	\$1,106		101%	\$1,100		100%	(\$6)	
	i) Each additional 1,000 cubic yards	0.22	x	\$220	= \$49	\$49		100%	\$49		100%	\$0	
	d) 10,001 to 100,000 cubic yards - base	7.00	x	\$220	= \$1,540	\$1,547		100%	\$1,540		100%	(\$7)	
	i) Each additional 10,000 cubic yards	0.89	x	\$220	= \$196	\$196		100%	\$196		100%	\$0	
	e) 100,001 cubic yards or more - base	15.00	x	\$220	= \$3,300	\$3,316		100%	\$3,300		100%	(\$16)	
	i) Each additional 10,000 cubic yards	0.44	x	\$220	= \$98	\$98		100%	\$98		100%	\$0	
<b>3-I OTHER INSPECTIONS AND FEES</b>													
48	Inspections outside of normal business hours (per hour) (Min of 2 hours)	1.00	x	\$285	\$285	\$272		95%	\$285		100%	\$13	
49	Re-inspection fees assessed under provisions of Section 305.8 (per hour)	1.00	x	\$220	\$220	\$220		100%	\$220		100%	\$0	
50	Inspections or plan review for which no fee is specifically indicated (per hour)	1.00	x	\$220	\$220	\$220		100%	\$220		100%	\$0	
51	Additional plan review required by changes, additions or revisions to approved plans (per hour)	1.00	x	\$220	\$220	\$218		99%	\$220		100%	\$2	
52	For use of outside consultants for plan checking and inspections					No Fee			No Fee				
53	Plan Review outside of normal business hours (per hour) (Min of 2 hours)	1.00	x	\$285	\$285	\$269		94%	\$285		100%	\$16	
54	Phased Plan Check (for each phase)					25% of original plan review fee		100%	25% of original plan review fee		100%		
55	Master Plan Fee					25% of plan check fee		100%	25% of plan check fee		100%		
56	Alternate Materials & Methods Review (per hour)	1.00	x	\$220	\$220	n/a			\$220		100%		

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Building

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
57	Temporary Certificate of Occupancy	4.75	x	\$220	\$1,045	\$1,015		97%	\$1,045		100%	\$30	
58	Permit to Final (per trade) (minimum of 1-hour per trade)	1.00	x	\$220	\$220	\$209		95%	\$220		100%	\$11	
59	Replacement of Job Card	0.25	x	\$220	\$55	\$43		78%	\$55		100%	\$12	
60	Residential Re-Roof	2.92	x	\$220	\$642	\$639		100%	\$642		100%	\$3	
60	Application Extension	0.42	x	\$220	\$92	\$87		95%	\$92		100%	\$5	
61	Permit Extension	0.42	x	\$220	\$92	\$87		95%	\$92		100%	\$5	
62	Replacement Permit	0.42	x	\$220	\$92	\$87		95%	\$92		100%	\$5	
63	Addressing (per hour - two hour minimum)	1.00	x	\$220	\$220	\$319		145%	\$220		100%	(\$99)	
64	Plan Duplication of lost plan set (up to 20 pages)	0.42	x	\$220	\$92	\$87		95%	\$92		100%	\$5	
65	Review and stamp transfer of lost plan set	0.42	x	\$220	\$92	\$87		95%	\$92		100%	\$5	
66	Photovoltaic - Residential												
	a) 15KW or less					\$450			\$450			\$0	
	b) Per KW above 15					\$15			\$15			\$0	
67	Photovoltaic - Commercial												
	a) 50KW or less					\$1,000			\$1,000			\$0	
	b) Between 50KW and 250 KW (base)					\$1,000			\$1,000			\$0	
	i) Between 50KW and 250 KW (per KW)					\$7			\$7			\$0	
	c) Greater than 250 KW (base)					\$2,400			\$2,400			\$0	
	i) Greater than 250 KW (per KW)					\$5			\$5			\$0	
68	Photovoltaic - Solar Thermal												
	a) 10kwth or less					\$450			\$450			\$0	
	b) Greater than 10kwth (Base)					\$450			\$450			\$0	
	i) Per kwth above 10kwth					\$15			\$15			\$0	

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Building

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
	<b>SINGLE-FAMILY / DUPLEX / ADDITIONAL DWELLING UNIT</b>												
	<b>RESIDENTIAL SCALED PERMIT FEE</b>												
	<b>PLAN CHECK</b>												
69	Project Size												
	a) 1 to 250 sq. ft.	3.00	x	\$220	\$660	\$657		99%	\$660.00		100%	\$3	
	b) 251 to 1,000 sq. ft.												
	i) First 250 sq. ft.	3.00	x	\$220	\$660	\$657		99%	\$660.00		100%	\$3	
	ii) Each additional 100 sq. ft. or fraction thereof	1.20	x	\$220	\$264	\$263		99%	\$264.00		100%	\$1	
	c) 1,001 to 3,000 sq. ft.												
	i) First 1,000 sq. ft.	12.00	x	\$220	\$2,640	\$2,626		99%	\$2,640.00		100%	\$14	
	ii) Each additional 100 sq. ft. or fraction thereof	0.60	x	\$220	\$132	\$131		99%	\$132.00		100%	\$1	
	d) 3,001 to +												
	i) First 3,000 sq. ft.	24.00	x	\$220	\$5,280	\$5,252		99%	\$5,280.00		100%	\$28	
	ii) Each additional 100 sq. ft. or fraction thereof	0.30	x	\$220	\$66	\$66		99%	\$66.00		100%	\$0	
	<b>INSPECTION</b>												
70	Project Size												
	a) 1 to 250 sq. ft.	3.33	x	\$220	\$733	\$737		101%	\$732.60		100%	(\$4)	
	b) 251 to 1,000 sq. ft.												
	i) First 250 sq. ft.	3.33	x	\$220	\$733	\$737		101%	\$732.60		100%	(\$4)	
	ii) Each additional 100 sq. ft. or fraction thereof	1.02	x	\$220	\$225	\$226		100%	\$224.99		100%	(\$1)	
	c) 1,001 to 3,000 sq. ft.												
	i) First 1,000 sq. ft.	11.00	x	\$220	\$2,420	\$2,432		101%	\$2,420.00		100%	(\$12)	
	ii) Each additional 100 sq. ft. or fraction thereof	0.87	x	\$220	\$191	\$192		101%	\$190.63		100%	(\$1)	
	d) 3,001 to +												
	i) First 3,000 sq. ft.	28.33	x	\$220	\$6,233	\$6,265		101%	\$6,232.60		100%	(\$33)	
	ii) Each additional 100 sq. ft. or fraction thereof	0.43	x	\$220	\$95	\$96		101%	\$95.32		100%	(\$1)	

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Building

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
71	<b>COMMERCIAL / MULTI-FAMILY / INDUSTRIAL SCALED PERMIT FEE</b>												
	<b>PLAN CHECK</b>												
	Project Valuation												
	a) \$1 to \$1,000	0.50	x	\$220	\$110	\$109		99%	\$110.00		100%	\$1	
	b) \$1,001 to \$10,000												
	i) First \$1,000	0.50	x	\$220	\$110	\$109		99%	\$110.00		100%	\$1	
	ii) Each additional \$1,000 or fraction thereof	0.08	x	\$220	\$18	\$18		99%	\$18.33		100%	\$0	
	c) \$10,001 to \$75,000												
	i) First \$10,000	1.25	x	\$220	\$275	\$274		99%	\$275.00		100%	\$1	
	ii) Each additional \$1,000 or fraction thereof	0.07	x	\$220	\$16	\$16		99%	\$16.08		100%	\$0	
	d) \$75,001 to \$150,000												
	i) First \$75,000	6.00	x	\$220	\$1,320	\$1,313		99%	\$1,320.00		100%	\$7	
	ii) Each additional \$1,000 or fraction thereof	0.09	x	\$220	\$21	\$20		99%	\$20.53		100%	\$0	
	e) \$150,001 to \$750,000												
	i) First \$150,000	13.00	x	\$220	\$2,860	\$2,845		99%	\$2,860.00		100%	\$15	
	ii) Each additional \$1,000 or fraction thereof	0.03	x	\$220	\$7	\$7		99%	\$7.15		100%	\$0	
	f) \$750,001 to \$3,000,000												
	i) First \$750,000	32.50	x	\$220	\$7,150	\$7,113		99%	\$7,150.00		100%	\$37	
	ii) Each additional \$1,000 or fraction thereof	0.02	x	\$220	\$5	\$5		99%	\$5.04		100%	\$0	
	g) \$3,000,001 to \$10,000,000												
i) First \$3,000,000	84.00	x	\$220	\$18,480	\$18,384		99%	\$18,480.00		100%	\$96		
ii) Each additional \$1,000 or fraction thereof	0.01	x	\$220	\$3	\$3		99%	\$2.95		100%	\$0		
h) \$10,000,001 to +													
i) First \$10,000,000	178.00	x	\$220	\$39,160	\$38,956		99%	\$39,160.00		100%	\$204		
ii) Each additional \$1,000 or fraction thereof	0.01	x	\$220	\$1	\$1		99%	\$1.48		100%	\$0		

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Building

#	Fee Description	Total Hours	Fully-Burdened Hourly Rate	Cost of Service	Current Fee	Current Fee Structure	Current Cost Recovery	Proposed Fee	Proposed Fee Structure	Proposed Cost Recovery	Proposed Fee Change \$	Note
72	<b>INSPECTION PERMIT</b>											
	Project Valuation											
	a) \$1 to \$1,000	0.50	x	\$220	\$110	\$92	84%	\$110.00		100%	\$18	
	b) \$1,001 to \$10,000											
	i) First \$1,000	0.50	x	\$220	\$110	\$92	84%	\$110.00		100%	\$18	
	ii) Each additional \$1,000 or fraction thereof	0.17	x	\$220	\$37	\$39	106%	\$36.58		100%	(\$2)	
	c) \$10,001 to \$75,000											
	i) First \$10,000	2.00	x	\$220	\$439	\$441	101%	\$439.23		100%	(\$2)	
	ii) Each additional \$1,000 or fraction thereof	0.09	x	\$220	\$20	\$18	89%	\$20.32		100%	\$2	
	d) \$75,001 to \$150,000											
	i) First \$75,000	8.00	x	\$220	\$1,760	\$1,622	92%	\$1,760.00		100%	\$138	
	ii) Each additional \$1,000 or fraction thereof	0.11	x	\$220	\$23	\$23	98%	\$23.47		100%	\$0	
	e) \$150,001 to \$750,000											
	i) First \$150,000	16.00	x	\$220	\$3,520	\$3,354	95%	\$3,520.00		100%	\$166	
	ii) Each additional \$1,000 or fraction thereof	0.04	x	\$220	\$9	\$10	114%	\$8.80		100%	(\$1)	
	f) \$750,001 to \$3,000,000											
	i) First \$750,000	40.00	x	\$220	\$8,800	\$9,398	107%	\$8,800.00		100%	(\$598)	
	ii) Each additional \$1,000 or fraction thereof	0.02	x	\$220	\$4	\$4	102%	\$3.91		100%	(\$0)	
	g) \$3,000,001 to \$10,000,000											
	i) First \$3,000,000	80.00	x	\$220	\$17,600	\$18,427	105%	\$17,600.00		100%	(\$827)	
	ii) Each additional \$1,000 or fraction thereof	0.02	x	\$220	\$4	\$4	102%	\$3.65		100%	(\$0)	
	h) \$10,000,001 to +											
	i) First \$10,000,000	196.00	x	\$220	\$43,120	\$44,502	103%	\$43,120.00		100%	(\$1,382)	
	ii) Each additional \$1,000 or fraction thereof	0.01	x	\$220	\$2	\$2	102%	\$1.82		100%	(\$0)	
73	Fee for Work Commencing Before Permit Issuance - In Addition to Regularly Applicable Base Fees					Equal to Permit Fee		Equal to Permit Fee				

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Planning

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [f]
Associate Planner	5.00	2,080	216	1,864	9,320	20%	80%	100%	1,864	7,456	9,320	\$64
Code Enforcement Officer	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$58
Code Enforcement Technician	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$46
Development Review Officer	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$94
Director of Community Development	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$143
Office Specialist II	2.00	2,080	216	1,864	3,728	100%	0%	100%	3,728	-	3,728	\$41
Office Specialist IV	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$48
Planning Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$102
Principal Planner	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$87
Staff Analyst I	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$58
Senior Planner	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$72
<b>Subtotal - Directly Budgeted FTE</b>	<b>18.00</b>				<b>33,552</b>				<b>13,421</b>	<b>20,131</b>	<b>33,552</b>	
Adjust for: Director of Community Develo	(0.25)	2,080	216	1,864	(466)	100%	0%	100%	(466)	-	(466)	\$143
<b>Subtotal - Non-directly Budgeted FTE</b>	<b>(0.25)</b>				<b>(466)</b>				<b>(466)</b>	<b>-</b>	<b>(466)</b>	
<b>Total</b>					<b>33,086</b>				<b>12,955</b>	<b>20,131</b>	<b>33,086</b>	
<b>Total</b>									<b>39%</b>	<b>61%</b>	<b>100%</b>	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Adjustment to account for hours allocated to Building.

[f] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Planning

FY 22/23 Forecast Expenses [a]		Program	5522	5523	5524	5525				
Fund #	Fund Desc	Account Desc	Dev Review	Advanced Planning	Historical Preservation	Code Enforcement	Subtotal	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$978,496	\$761,770	\$345,987	\$484,109	\$2,570,362	\$0	\$2,570,362	
001	General Fund	87011 - Salary Attrition and VTO	(\$8,923)	(\$7,493)	(\$3,954)	(\$4,976)	(\$25,346)	\$0	(\$25,346)	
001	General Fund	87017 - Premium Pay	\$1,117	\$714	\$1,573	\$58	\$3,462	\$0	\$3,462	
001	General Fund	87020 - Salary And Wages - As Needed	\$60,700	\$0	\$0	\$0	\$60,700	\$0	\$60,700	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$14,997	\$8,570	\$8,570	\$5,356	\$37,493	\$0	\$37,493	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	<u>(\$13,147)</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>(\$13,147)</u>	<u>\$13,147</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$1,033,240</b>	<b>\$763,561</b>	<b>\$352,176</b>	<b>\$484,547</b>	<b>\$2,633,524</b>	<b>\$13,147</b>	<b>\$2,646,671</b>	
001	General Fund	87212 - PERS - Misc	\$343,556	\$273,365	\$134,997	\$169,315	\$921,233	\$0	\$921,233	
001	General Fund	87221 - Medicare	\$13,794	\$11,759	\$5,179	\$7,297	\$38,029	\$0	\$38,029	
001	General Fund	87222 - Social Security	\$49,629	\$41,200	\$17,881	\$27,738	\$136,448	\$0	\$136,448	
001	General Fund	87223 - Social Security - OT	\$929	\$531	\$531	\$332	\$2,323	\$0	\$2,323	
001	General Fund	87224 - Medicare OT	\$217	\$124	\$124	\$79	\$544	\$0	\$544	
001	General Fund	87230 - Health Allocation	\$77,472	\$61,085	\$30,159	\$53,737	\$222,453	\$0	\$222,453	
001	General Fund	87241 - Dental - City Paid	\$1,727	\$1,401	\$648	\$1,165	\$4,941	\$0	\$4,941	
001	General Fund	87242 - Long Term Disability-City Paid	\$3,201	\$2,366	\$1,144	\$2,096	\$8,807	\$0	\$8,807	
001	General Fund	87243 - Vision- City Paid	\$741	\$607	\$280	\$506	\$2,134	\$0	\$2,134	
001	General Fund	87250 - Basic Life Insurance	\$342	\$381	\$145	\$200	\$1,068	\$0	\$1,068	
001	General Fund	87271 - VEBA	\$3,780	\$3,060	\$1,410	\$2,550	\$10,800	\$0	\$10,800	
001	General Fund	87272 - EAP	\$302	\$248	\$113	\$208	\$871	\$0	\$871	
001	General Fund	87274 - Auto Allowance	\$3,888	\$6,000	\$2,016	\$1,536	\$13,440	\$0	\$13,440	
001	General Fund	87275 - Mobile Phone Allowance	\$1,296	\$2,256	\$720	\$528	\$4,800	\$0	\$4,800	
001	General Fund	87390 - OPEB	<u>\$22,316</u>	<u>\$18,073</u>	<u>\$8,329</u>	<u>\$15,058</u>	<u>\$63,776</u>	<u>\$0</u>	<u>\$63,776</u>	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$523,190</b>	<b>\$422,456</b>	<b>\$203,676</b>	<b>\$282,345</b>	<b>\$1,431,667</b>	<b>\$0</b>	<b>\$1,431,667</b>	
001	General Fund	87500 - Operating Supplies	\$50,201	\$3,498	\$2,373	\$1,698	\$57,770	\$0	\$57,770	
001	General Fund	87810 - Utilities Expenses	\$0	\$0	\$675	\$0	\$675	\$0	\$675	
001	General Fund	87825 - Conference, Travel and Training	\$27,258	\$0	\$9,850	\$1,696	\$38,804	\$0	\$38,804	
001	General Fund	87870 - Contractual Serv Not Class	\$87,833	\$0	\$518	\$0	\$88,351	(\$88,351)	\$0	
001	General Fund	87900 - Rent Expense	<u>\$1,672</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,672</u>	<u>\$0</u>	<u>\$1,672</u>	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$166,964</b>	<b>\$3,498</b>	<b>\$13,416</b>	<b>\$3,394</b>	<b>\$187,272</b>	<b>(\$88,351)</b>	<b>\$98,921</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$4,042	\$0	\$0	\$0	\$4,042	\$0	\$4,042	
001	General Fund	87650 - Technical Services Maintenance	\$170,795	\$36,464	\$11,771	\$41,268	\$260,298	\$0	\$260,298	
001	General Fund	87660 - Workers Comp Insurance	\$18,240	\$13,954	\$6,765	\$11,187	\$50,146	\$0	\$50,146	
001	General Fund	87680 - Unemployment Insurance	\$915	\$700	\$339	\$561	\$2,515	\$0	\$2,515	
001	General Fund	87740 - Vehicle Equipment Amortization	\$5,070	\$0	\$0	\$0	\$5,070	\$0	\$5,070	
001	General Fund	87840 - Insurance And Surety Bonds	<u>\$34,114</u>	<u>\$26,097</u>	<u>\$12,651</u>	<u>\$20,921</u>	<u>\$93,783</u>	<u>\$0</u>	<u>\$93,783</u>	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$233,176</b>	<b>\$77,215</b>	<b>\$31,526</b>	<b>\$73,937</b>	<b>\$415,854</b>	<b>\$0</b>	<b>\$415,854</b>	
<b>Subtotal</b>			<b>\$1,956,570</b>	<b>\$1,266,730</b>	<b>\$600,794</b>	<b>\$844,223</b>	<b>\$4,668,317</b>	<b>(\$75,204)</b>	<b>\$4,593,113</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Dev Review	Advanced Planning	Historical Preservation	Code Enforcement	Subtotal	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$1,009,140	\$71,213	\$35,106	\$90,855	\$1,206,314	\$0	\$1,206,314	[b]
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$1,029,323</b>	<b>\$72,637</b>	<b>\$35,808</b>	<b>\$92,672</b>	<b>\$1,230,440</b>	<b>\$0</b>	<b>\$1,230,440</b>	

**Support Costs Assigned to Building**

Description	Dev Review	Advanced Planning	Historical Preservation	Code Enforcement	Subtotal	Adjustment	Total	Notes
Community Development Director	(\$143,746)	\$0	\$0	\$0	(\$143,746)	\$ -	(\$143,746)	[d]
<b>Subtotal</b>	<b>(\$143,746)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$143,746)</b>	<b>\$0</b>	<b>(\$143,746)</b>	

**Total Divisional Costs**

<b>Total</b>	<b>\$2,842,147</b>	<b>\$1,339,367</b>	<b>\$636,602</b>	<b>\$936,895</b>	<b>\$5,755,011</b>	<b>(\$75,204)</b>	<b>\$5,679,807</b>
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**Calculation of Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$5,679,807	
Direct Hours	20,131	[e]
<b>Total</b>	<b>\$282</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$3,934,592	69%	\$195
Equipment	\$0	0%	\$0
Materials / Supplies	\$514,775	9%	\$26
Other Costs	\$0	0%	\$0
Overhead	\$1,230,440	22%	\$61
<b>Total</b>	<b>\$5,679,807</b>	<b>100%</b>	<b>\$282</b>

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] To account for support provided but not directly budgeted to Building. See Building hourly rate calculation worksheet.

[e] See worksheet labeled: Allocation of Annual Labor Effort - Planning.

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Planning

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Unit	Proposed Fee Change %	Proposed Fee Change \$	Note
<b>Rezoning</b>														
1	Rezoning single lot to R1	40.00	x	\$282	=	\$11,280	\$8,338	74%	\$8,755	78%	per application	5%	\$417	
2	Non Planned Development (PD)	75.00	x	\$282	=	\$21,150	\$18,930	90%	\$19,877	94%		5%	\$947	
3	Planned Development (PD)	200.00	x	\$282	=	\$56,400	\$54,215	96%	\$56,400	100%		4%	\$2,185	
4	Planned Development Master Community (PD-MC)	240.00	x	\$282	=	\$67,680	\$65,058	96%	\$67,680	100%		4%	\$2,622	
5	Development Area Plan Related to a PD-MC Rezoning	130.00	x	\$282	=	\$36,660	\$35,240	96%	\$36,660	100%		4%	\$1,420	
6	Zoning Code Text Amendment	90.00	x	\$282	=	\$25,380	\$24,397	96%	\$25,380	100%	per application	4%	\$983	
7	Variance - Single Family	60.00	x	\$282	=	\$16,920	\$3,187	19%	\$3,346	20%	per application	5%	\$159	
8	Variance - All Others	60.00	x	\$282	=	\$16,920	\$9,473	56%	\$9,947	59%	per application	5%	\$474	
<b>Zoning Clearance and Verification</b>														
9	Zoning Clearance for Home Occupancy	1.00	x	\$282	=	\$282	n/a	n/a	\$282	100%				
10	Zoning Clearance for Live Entertainment and Outdoor Dining (up to 24 seats)	1.00	x	\$282	=	\$282	n/a	n/a	\$282	100%				
11	Zoning Clearance - Other Non-Single Family	4.00	x	\$282	=	\$1,128	n/a	n/a	\$1,128	100%				
<b>Minor Modifications</b>														
12	Single Family	2.00	x	\$282	=	\$564	\$542	96%	\$564	100%		4%	\$22	
13	All Others	5.00	x	\$282	=	\$1,410	\$1,355	96%	\$1,410	100%		4%	\$55	
14	Off-Site Parking Permit (Citywide)	5.00	x	\$282	=	\$1,410	\$1,355	96%	\$1,410	100%		4%	\$55	
15	Off-Site Parking Permit (Events North of 101)	5.00	x	\$282	=	\$1,410	\$1,355	96%	\$1,410	100%	per permit / per year	4%	\$55	
16	Off-Site Parking Facilities (Events North of 101)						\$6.13		\$6.13		per space / per event	0%	\$0	
<b>Use Permits</b>														
17	Use Permit - Standard	80.00	x	\$282	=	\$22,560	\$13,251	59%	\$13,914	62%	per application	5%	\$663	
18	Use Permit - Minor	40.00	x	\$282	=	\$11,280	\$5,725	51%	\$6,011	53%	per application	5%	\$286	
19	Special Permit - Council Approval	10.00	x	\$282	=	\$2,820	\$2,710	96%	\$2,820	100%	per application	4%	\$110	
20	Special Permit - Non Profit	10.00	x	\$282	=	\$2,820	\$254	9%	\$267	9%		5%	\$13	
21	Special Permit - Admin. Approval	5.00	x	\$282	=	\$1,410	\$1,355	96%	\$1,410	100%		4%	\$55	
<b>Maps</b>														
22	4 or Fewer Lots	60.00	x	\$282	=	\$16,920	\$16,264	96%	\$16,920	100%		4%	\$656	
23	5 or More Lots	80.00	x	\$282	=	\$22,560	\$21,686	96%	\$22,560	100%		4%	\$874	
24	Lot Line Adjustment	20.00	x	\$282	=	\$5,640	\$5,422	96%	\$5,640	100%		4%	\$218	
<b>Appeals</b>														
25	From Non-Applicant Resident	80.00	x	\$282	=	\$22,560	\$477	2%	\$500	2%	per request	5%	\$23	
26	All Others (Including Applicant)	80.00	x	\$282	=	\$22,560	\$9,543	42%	\$10,020	44%		5%	\$477	

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Planning

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Unit	Proposed Fee Change %	Proposed Fee Change \$	Note	
	<b>Reposting of Public Notification</b>														
27	Single Family	4.00	x	\$282	=	\$1,128	\$119	11%	\$125	11%	per application	5%	\$6		
28	Non-Single Family	4.00	x	\$282	=	\$1,128	\$1,084	96%	\$1,128	100%	per application	4%	\$44		
29	Re-Noticing in Newspaper						Actual Cost	100%	Actual Cost	100%					
30	Annexation of territory to City of Santa Clara	140.00	x	\$282	=	\$39,480	\$37,950	96%	\$39,480	100%	per application	4%	\$1,530		
	<b>Architectural Review</b>														
31	Over the Counter	0.50	x	\$282	=	\$141	\$0	0%	\$0	0%			\$0		
32	Single Family	40.00	x	\$282	=	\$11,280	\$893	8%	\$938	8%		5%	\$45		
33	New development - Non-SFR	120.00	x	\$282	=	\$33,840	\$32,529	96%	\$33,840	100%		4%	\$1,311		
34	SB 9 Review	6.00	x	\$282	=	\$1,692	n/a	n/a	\$1,692	100%					
35	SB 35 Review	80.00	x	\$282	=	\$22,560	n/a	n/a	\$22,560	100%					
36	Design Consultant Review						Consultant Cost plus Citywide Overhead	100%	Consultant Cost plus Citywide Overhead						
	<b>Environmental Review</b>														
37	City review of Draft EIR and preparation of Final EIR	120.00	x	\$282	=	\$33,840	\$32,529	96%	\$33,840	100%	per application	4%	\$1,311		
38	City review of Supplemental EIR/Final EIR	60.00	x	\$282	=	\$16,920	\$16,264	96%	\$16,920	100%		4%	\$656		
39	City review or preparation of Initial Study/MND and Negative Declaration	80.00	x	\$282	=	\$22,560	\$21,686	96%	\$22,560	100%	per application	4%	\$874		
40	Exemption	3.00	x	\$282	=	\$846	\$813	96%	\$846	100%		4%	\$33		
41	Exemption (SFR or Paperless)	0.50	x	\$282	=	\$141	\$0	0%	\$0	0%			\$0		
42	Recordation of Exemption	2.00	x	\$282	=	\$564	\$542	96%	\$564	100%		4%	\$22		
43	AB 32 Tribal Consultation	3.00	x	\$282	=	\$846	n/a	n/a	\$846	100%					
44	Re-Use of Prior Environmental Determination	6.00	x	\$282	=	\$1,692	\$1,627	96%	\$1,692	100%		4%	\$65		
45	Addendum to Prior Environmental Determination	16.00	x	\$282	=	\$4,512	\$4,336	96%	\$4,512	100%		4%	\$176		
46	General plan amendment Single Family	40.00	x	\$282	=	\$11,280	\$2,710	24%	\$2,846	25%		5%	\$136		
47	General plan amendment Up to one acre	80.00	x	\$282	=	\$22,560	\$21,686	96%	\$22,560	100%	per application	4%	\$874		
48	General plan amendment One to Five acres	120.00	x	\$282	=	\$33,840	\$32,529	96%	\$33,840	100%		4%	\$1,311		
49	General plan amendment Over Five acre	140.00	x	\$282	=	\$39,480	\$37,950	96%	\$39,480	100%		4%	\$1,530		
50	Development Agreement	120.00	x	\$282	=	\$33,840	\$32,529	96%	\$33,840	100%	per application	4%	\$1,311		
51	Amendment or Cancellation of Development Agreement	40.00	x	\$282	=	\$11,280	\$10,844	96%	\$11,280	100%	per application	4%	\$436		
52	Development Agreement Negotiations						Actual Cost	100%	Actual Cost	100%					
53	Certificate of Compliance	8.00	x	\$282	=	\$2,256	\$2,169	96%	\$2,256	100%	per certificate	4%	\$87		

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Planning

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Unit	Proposed Fee Change %	Proposed Fee Change \$	Note
	<b>Signs</b>													
54	Sign Permit Fees (attached or ground) for first sign	2.00	x	\$282	=	\$564	\$317	56%	\$333	59%	per application	5%	\$16	
55	Temporary Sign Permit/Street Banner (pursuant to Zoning Ord. Sec. 40-27) good for 60 days; or each additional sign under a Sign Permit application	0.50	x	\$282	=	\$141	\$78	55%	\$82	58%	per application	5%	\$4	
56	Temporary Sign Removal Fees	0.50	x	\$282	=	\$141	\$135	96%	\$141	100%	per sign	4%	\$6	
57	Master Sign Program	15.00	x	\$282	=	\$4,230	\$4,066	96%	\$4,230	100%		4%	\$164	
58	Mills Act Application	40.00	x	\$282	=	\$11,280	\$7,694	68%	\$8,079	72%	per application	5%	\$385	
	<b>Pre- Application</b>													
59	Single Family	8.00	x	\$282	=	\$2,256	\$476	21%	\$500	22%		5%	\$24	
60	Planning Review	16.00	x	\$282	=	\$4,512	\$3,179	70%	\$3,338	74%		5%	\$159	
61	Project Clearance Committee	20.00	x	\$282	=	\$5,640	\$5,422	96%	\$5,640	100%		4%	\$218	
62	Flood Zone Verification	1.00	x	\$282	=	\$282	\$271	96%	\$282	100%		4%	\$11	
63	Zoning Verification	3.00	x	\$282	=	\$846	\$463	55%	\$486	57%		5%	\$23	
	<b>Historical &amp; Landmarks</b>													
64	Single Family	40.00	x	\$282	=	\$11,280	\$893	8%	\$938	8%		5%	\$45	
65	All Others	40.00	x	\$282	=	\$11,280	\$10,844	96%	\$11,280	100%		4%	\$436	
66	Stormwater Management Plan Review	3.00	x	\$282	=	\$846	\$813	96%	\$846	100%		4%	\$33	
67	Minor Amendment to Approved Projects	3.00	x	\$282	=	\$846	\$813	96%	\$846	100%		4%	\$33	
68	ABC Review/Verification	2.00	x	\$282	=	\$564	\$542	96%	\$564	100%		4%	\$22	
69	Tree Removal Permit - Single Family Residence	2.00	x	\$282	=	\$564	n/a		\$282	50%				
70	Tree Removal Permit - All Others	2.00	x	\$282	=	\$564	n/a		\$564	100%				
71	Heritage Tree Removal	8.00	x	\$282	=	\$2,256	\$758	34%	\$796	35%		5%	\$38	
72	Non-Historical Referral to Historical and Landmarks Commission - Standard	20.00	x	\$282	=	\$5,640	\$477	8%	\$501	9%		5%	\$24	
73	Non-Historical Referral to Historical and Landmarks Commission - Comprehensive	40.00	x	\$282	=	\$11,280	\$893	8%	\$938	8%		5%	\$45	
74	Contract Administration						Actual Cost	Actual Cost	Actual Cost					

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Planning

#	Fee Description	Total Hours	Fully-Burdened Hourly Rate	Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Unit	Proposed Fee Change %	Proposed Fee Change \$	Note
<b>Time Extensions</b>												
75	Entitlement Extension				50% of application fee	varies	50% of application fee			varies	varies	
76	Processing Time Extension				25% of application fee	varies	25% of application fee			varies	varies	
<b>Re-Inspection Services</b>												
77	Code Enforcement Re-Inspection Fee	1.50	x \$177	= \$266	n/a		\$266	100%				
<b>Significant Property Alteration</b>												
78	Major - Single Family	40.00	x \$282	= \$11,280	\$893	8%	\$938	8%		5%	\$45	
79	Major - Other	40.00	x \$282	= \$11,280	\$10,844	96%	\$11,280	100%		4%	\$436	
80	Minor - Single Family	30.00	x \$282	= \$8,460	\$596	7%	\$626	7%		5%	\$30	
81	Minor - Other	30.00	x \$282	= \$8,460	\$1,893	22%	\$1,988	23%		5%	\$95	
<b>Specific Plan Fee - Lawrence Station Area Plan (LSAP)</b>												
82	Phase I Developers				\$21,755		\$22,678		per acre	4%	\$923	
83	Phase II Developers				\$13,912		\$14,503		per acre	4%	\$590	
<b>Specific Plan Fee - Tasman East Specific Plan Area (TESP)</b>												
84					\$275		\$287		per unit	4%	\$12	
85	Hourly Billing Rate for Services Provided But Not Otherwise Listed	1.00	x \$282	= \$282			\$282	100%			\$282	

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Housing and Community Services

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Housing Division Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$97	\$202,717
Housing Development Officer	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$77	\$159,182
Housing Inspector	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$62	\$129,459
Management Analyst	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$67	\$278,803
Office Specialist III	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$45	\$94,099
Staff Aide I	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$48	\$98,842
Staff Analyst I	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$58	\$120,370
Staff Analyst II	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$61	\$126,464
<b>Total</b>	<b>9.00</b>				<b>16,776</b>				<b>4,846</b>	<b>11,930</b>	<b>16,776</b>		\$1,209,936
<b>Total</b>									<b>29%</b>	<b>71%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Housing and Community Services

FY 22/23 Forecast Expenses [a]		Program	5542	5543	5545	5546	5547	5548				
Fund #	Fund Desc	Account Desc	Comm Svcs	Comm Svcs	Comm Svc - Aff H'sng	Housing Auth	Comm Dev - Aff H'sng	Comm Dev - H'sng S'csr	Subtotal	Adjust	Total	Notes
All	All	87010 - Salary And Wages - Regular	\$291,977	\$331,318	\$255,395	\$87,963	\$167,101	\$205,610	\$1,339,364	\$0	\$1,339,364	
All	All	87011 - Salary Attrition and VTO	\$0	\$0	(\$8,847)	\$0	\$0	\$0	(\$8,847)	\$0	(\$8,847)	
All	All	87017 - Premium Pay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
All	All	87020 - Salary And Wages - As Needed	\$0	\$0	\$0	\$0	\$51,420	\$25,709	\$77,129	\$0	\$77,129	
All	All	87030 - S & W - O.T. Vacation Relief	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
All	All	87110 - Contra 870x0-Reimbd Sal & Wage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
All	All	87410 - Contra 872xx-Reimbd Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>All</b>	<b>All</b>	<b>1 Salary Accounts</b>	<b>\$291,977</b>	<b>\$331,318</b>	<b>\$246,548</b>	<b>\$87,963</b>	<b>\$218,521</b>	<b>\$231,319</b>	<b>\$1,407,646</b>	<b>\$0</b>	<b>\$1,407,646</b>	
All	All	87212 - PERS - Misc	\$102,107	\$54,968	\$89,311	\$30,761	\$58,435	\$71,901	\$407,483	\$0	\$407,483	
All	All	87221 - Medicare	\$4,427	\$2,394	\$3,873	\$1,317	\$2,573	\$3,162	\$17,746	\$0	\$17,746	
All	All	87222 - Social Security	\$17,125	\$10,094	\$15,431	\$4,824	\$9,520	\$11,943	\$68,937	\$0	\$68,937	
All	All	87230 - Health Allocation	\$26,437	\$14,636	\$28,910	\$8,373	\$14,732	\$19,106	\$112,194	\$0	\$112,194	
All	All	87241 - Dental - City Paid	\$576	\$329	\$630	\$178	\$329	\$427	\$2,469	\$0	\$2,469	
All	All	87242 - Long Term Disability-City Paid	\$855	\$688	\$1,096	\$286	\$450	\$619	\$3,994	\$0	\$3,994	
All	All	87243 - Vision- City Paid	\$248	\$142	\$270	\$77	\$142	\$184	\$1,063	\$0	\$1,063	
All	All	87250 - Basic Life Insurance	\$185	\$43	\$121	\$53	\$119	\$139	\$660	\$0	\$660	
All	All	87271 - VEBA	\$1,260	\$720	\$1,380	\$390	\$720	\$930	\$5,400	\$0	\$5,400	
All	All	87272 - EAP	\$103	\$58	\$112	\$32	\$58	\$74	\$437	\$0	\$437	
All	All	87274 - Auto Allowance	\$3,120		\$1,080	\$840	\$2,160	\$2,400	\$9,600	\$0	\$9,600	
All	All	87275 - Mobile Phone Allowance	\$1,248		\$432	\$336	\$864	\$960	\$3,840	\$0	\$3,840	
All	All	87279 - Misc. Other Benefits	\$0	(\$174,134)	\$0	\$0	\$0	\$0	(\$174,134)	\$0	(\$174,134)	
All	All	87390 - OPEB	\$7,440	\$4,251	\$8,147	\$2,303	\$4,251	\$5,492	\$31,884	\$0	\$31,884	
<b>All</b>	<b>All</b>	<b>2 Benefit Accounts</b>	<b>\$165,131</b>	<b>(\$85,811)</b>	<b>\$150,793</b>	<b>\$49,770</b>	<b>\$94,353</b>	<b>\$117,337</b>	<b>\$491,573</b>	<b>\$0</b>	<b>\$491,573</b>	
All	All	87500 - Operating Supplies	\$0	\$0	\$10,612	\$600	\$2,500	\$2,500	\$16,212	\$0	\$16,212	
All	All	87825 - Conference, Travel and Training	\$0	\$0	\$29,183	\$0	\$0	\$0	\$29,183	\$0	\$29,183	
All	All	87830 - Training	\$0	\$0	(\$10,637)	\$0	\$0	\$0	(\$10,637)	\$0	(\$10,637)	
All	All	87870 - Contractual Serv Not Class	\$0	\$0	\$140,942	\$130,000	\$807,286	\$558,030	\$1,636,258	(\$1,636,258)	\$0	
All	All	87900 - Rent Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>All</b>	<b>All</b>	<b>3 Mat/Serv/Sup</b>	<b>\$0</b>	<b>\$0</b>	<b>\$170,100</b>	<b>\$130,600</b>	<b>\$809,786</b>	<b>\$560,530</b>	<b>\$1,671,016</b>	<b>(\$1,636,258)</b>	<b>\$34,758</b>	
All	All	87640 - Vehicle Equipment Maintenance	\$0	\$0	\$5,023	\$0	\$0	\$0	\$5,023	\$0	\$5,023	
All	All	87650 - Technical Services Maintenance	\$0	\$0	\$2,402	\$0	\$0	\$0	\$2,402	\$0	\$2,402	
All	All	87660 - Workers Comp Insurance	\$0	\$0	\$4,983	\$0	\$0	\$0	\$4,983	\$0	\$4,983	
All	All	87680 - Unemployment Insurance	\$296	\$165	\$250	\$78	\$170	\$182	\$1,141	\$0	\$1,141	
All	All	87740 - Vehicle Equipment Amortization	\$0	\$0	\$5,151	\$0	\$0	\$0	\$5,151	\$0	\$5,151	
All	All	87840 - Insurance And Surety Bonds	\$0	\$0	\$9,321	\$0	\$0	\$0	\$9,321	\$0	\$9,321	
All	All	87994 - Services from Other Funds - CAP	\$0	\$0	\$0	\$0	\$24,548	\$22,704	\$47,252	\$0	\$47,252	
<b>All</b>	<b>All</b>	<b>5 Interfund Services</b>	<b>\$296</b>	<b>\$165</b>	<b>\$27,130</b>	<b>\$78</b>	<b>\$24,718</b>	<b>\$22,886</b>	<b>\$75,273</b>	<b>\$0</b>	<b>\$75,273</b>	
<b>Subtotal</b>			<b>\$457,404</b>	<b>\$245,672</b>	<b>\$594,571</b>	<b>\$268,411</b>	<b>\$1,147,378</b>	<b>\$932,072</b>	<b>\$3,645,508</b>	<b>(\$1,636,258)</b>	<b>\$2,009,250</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Comm Svcs	Comm Svcs	Comm Svc - Aff H'sng	Housing Auth	Comm Dev - Aff H'sng	Comm Dev - H'sng S'csr	Subtotal	Adjust	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$23,310	\$44,226	\$144,805	\$3,144			\$215,485	\$0	\$215,485	[b]
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	2%	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$23,776</b>	<b>\$45,110</b>	<b>\$147,702</b>	<b>\$3,207</b>	<b>\$0</b>	<b>\$0</b>	<b>\$219,794</b>	<b>\$0</b>	<b>\$219,794</b>	

**Total Divisional Costs**

<b>Total</b>	<b>\$481,180</b>	<b>\$290,782</b>	<b>\$742,273</b>	<b>\$271,618</b>	<b>\$1,147,378</b>	<b>\$932,072</b>	<b>\$3,865,302</b>	<b>(\$1,636,258)</b>	<b>\$2,229,044</b>
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**Calculation of Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$2,229,044	
Direct Hours	11,930	[d]
<b>Total</b>	<b>\$187</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$1,899,219	85%	\$159
Equipment	\$0	0%	\$0
Materials / Supplies	\$62,779	3%	\$5
Other Costs	\$0	0%	\$0
Overhead	\$267,046	12%	\$22
<b>Total</b>	<b>\$2,229,044</b>	<b>100%</b>	<b>\$187</b>

**Information Below is for Use if City Desires to Use Positional Hourly Billing Rates**

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$1,407,646
Benefit Accounts	\$491,573
Total	0.35

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	71%	1,326	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.57</b>	

Position	Top Step Hrly [e]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Housing Division Manager	\$97	\$34	\$131	1.57	\$206	\$5	\$22	\$234
Housing Development Officer	\$77	\$27	\$103	1.57	\$162	\$5	\$22	\$190
Housing Inspector	\$62	\$22	\$84	1.57	\$132	\$5	\$22	\$159
Management Analyst	\$67	\$23	\$90	1.57	\$142	\$5	\$22	\$170
Office Specialist III	\$45	\$16	\$61	1.57	\$96	\$5	\$22	\$123
Staff Aide I	\$48	\$17	\$64	1.57	\$101	\$5	\$22	\$128
Staff Analyst I	\$58	\$20	\$78	1.57	\$123	\$5	\$22	\$150
Staff Analyst II	\$61	\$21	\$82	1.57	\$129	\$5	\$22	\$156

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	9.00	2,080	18,720	\$1,209,936	\$65	\$187	2.89	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] See worksheet labeled: Allocation of Annual Labor Effort - Housing and Community Services.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Housing and Community Services

#	Fee Description	Total Hours		Fully-Burdened Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Fee Unit	Proposed Fee Change %	Proposed Fee Change \$	Note
1	Neighborhood Conservation Improvement Program (NCIP) Loan Application Fee	5.00	x	\$187	=	\$935	\$1,029	110%	\$935	100%		-9%	(\$94)	
2	Residential Loan Refinance / Subordinations all programs	9.00	x	\$187	=	\$1,683	\$1,131	67%	\$1,683	100%		49%	\$552	
3	Multi-Family (MF) Loan Subordination Request Review Fee	21.00	x	\$187	=	\$3,927	\$3,708	94%	\$3,927	100%		6%	\$219	
4	Loan Demand Payoff Fee - NCIP	6.50	x	\$187	=	\$1,216	\$1,153	95%	\$1,216	100%		5%	\$63	
5	Loan Demand Payoff Fee - FTHB & BMP	6.50	x	\$187	=	\$1,216	\$1,065	88%	\$1,216	100%		14%	\$151	
6	Loan Demand Payoff Fee All Programs for walk-ins	5.00	x	\$187	=	\$935	\$780	83%	\$935	100%		20%	\$155	
7	Multi-Family Monitoring Fee	1.00	x	\$187	=	\$187	\$119	64%	\$122	65%	per unit	3%	\$3	
8	AHA Affordable Housing Agreements - For Sale	21.50	x	\$187	=	\$4,021	\$3,771	94%	\$4,021	100%	per agreement	7%	\$250	
9	Affordable Housing Application Fee						\$50	100%	\$50	100%	per application	0%	\$0	
9	AHA Affordable Housing Agreement -MF For Rental	30.00	x	\$187	=	\$5,610	\$5,113	91%	\$5,610	100%	per agreement	10%	\$497	
10	AHA Affordable Housing Agreement Amendments	11.00	x	\$187	=	\$2,057	\$1,990	97%	\$2,057	100%	per agreement	3%	\$67	
11	Loan Demand Payoff Fee Recalculation	0.50	x	\$187	=	\$94	\$91	97%	\$94	100%		3%	\$3	
12	Development Impact Fees													
	a) Affordable Housing Fees - For Sale Residential													
	i) Single Family Home						[a]		[a]					
	ii) Townhome						[a]		[a]					
	iii) Condominium						[a]		[a]					
	b) Affordable Housing Fees - Rental Residential (Any Tenure Type)						[a]		[a]					
	c) Affordable Housing Fees - Non-Residential Projects													
	i) Retail < 5,000 sq ft						No Fee		No Fee		per square foot			
	ii) Retail ≥ 5,000 sq ft						\$5.56		\$5.56		per square foot			
	iii) Hotel						\$5.56		\$5.56		per square foot			
	iv) Office < 20,000 sq ft						\$11.11		\$11.11		per square foot			
	v) Office ≥ 20,000 sq ft						\$22.22		\$22.22		per square foot			
	vi) Other Commercial						\$5.56		\$5.56		per square foot			
	vii) Light Industrial < 20,000 sq ft						\$5.56		\$5.56		per square foot			
	viii) Light Industrial ≥20,000 sq ft						\$11.11		\$11.11		per square foot			
	ix) Low-Intensity Uses						\$2.22		\$2.22		per square foot			

[a] Fees shall be equal to the difference between the unrestricted appraised market value ("Initial Market Value") of the unit and the Affordable Sales Price of the unit, multiplied by the fractional amount due. The Initial Market Value of the last unit sold shall be the basis for calculating the in-lieu fee.



**City of  
Santa Clara**  
The Center of What's Possible

**Electric (SVP) Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost Allocation - Electric (SVP) - Department Administration

FY 22/23 Forecast Expenses [a]		Program	1316			
Fund #	Fund Desc	Account Desc	Admin Svcs	Adjustment	Total	Notes
091	Electric Utility	87010 - Salary And Wages - Regular	\$2,260,308	\$0	\$2,260,308	
091	Electric Utility	87011 - Salary Attrition and VTO	(\$896,100)	\$0	(\$896,100)	
091	Electric Utility	87030 - S & W - O.T. Vacation Relief	\$11,000	\$0	\$11,000	
091	Electric Utility	87090 - Separation Payouts	<u>\$300,000</u>	<u>\$0</u>	<u>\$300,000</u>	
<b>091</b>	<b>Electric Utility</b>	<b>1 Salary Accounts</b>	<b>\$1,675,208</b>	<b>\$0</b>	<b>\$1,675,208</b>	
091	Electric Utility	87212 - PERS - Misc	\$790,429	\$0	\$790,429	
091	Electric Utility	87221 - Medicare	\$33,611	\$0	\$33,611	
091	Electric Utility	87222 - Social Security	\$77,745	\$0	\$77,745	
091	Electric Utility	87223 - Social Security - OT	\$682	\$0	\$682	
091	Electric Utility	87224 - Medicare OT	\$1,595	\$0	\$1,595	
091	Electric Utility	87230 - Health Allocation	\$127,470	\$0	\$127,470	
091	Electric Utility	87241 - Dental - City Paid	\$2,745	\$0	\$2,745	
091	Electric Utility	87242 - Long Term Disability-City Paid	\$4,428	\$0	\$4,428	
091	Electric Utility	87243 - Vision- City Paid	\$1,185	\$0	\$1,185	
091	Electric Utility	87250 - Basic Life Insurance	\$864	\$0	\$864	
091	Electric Utility	87260 - Meal Allowance	\$196	\$0	\$196	
091	Electric Utility	87271 - VEBA	\$6,000	\$0	\$6,000	
091	Electric Utility	87272 - EAP	\$485	\$0	\$485	
091	Electric Utility	87274 - Auto Allowance	\$19,680	\$0	\$19,680	
091	Electric Utility	87275 - Mobile Phone Allowance	\$3,840	\$0	\$3,840	
091	Electric Utility	87279 - Misc. Other Benefits	\$111,654	\$0	\$111,654	
091	Electric Utility	87390 - OPEB	<u>\$35,430</u>	<u>\$0</u>	<u>\$35,430</u>	
<b>091</b>	<b>Electric Utility</b>	<b>2 Benefit Accounts</b>	<b>\$1,218,039</b>	<b>\$0</b>	<b>\$1,218,039</b>	
091	Electric Utility	87500 - Operating Supplies	\$100,000	(\$100,000)	\$0	
091	Electric Utility	87550 - Veh Operating Supplies & Mtce	\$1,000	(\$1,000)	\$0	
091	Electric Utility	87600 - Maintenance	\$55,000	(\$55,000)	\$0	
091	Electric Utility	87710 - Adver And Community Promotion	\$175,000	(\$175,000)	\$0	
091	Electric Utility	87720 - Misc Rec Pur Install & Service	\$5,000	(\$5,000)	\$0	
091	Electric Utility	87800 - Miscellaneous Serv & Supplies	\$44,800	(\$44,800)	\$0	
091	Electric Utility	87802 - Misc Fee-Pension Rate Stab Trust	\$19,800	(\$19,800)	\$0	
091	Electric Utility	87810 - Utilities Expenses	\$335,100	(\$335,100)	\$0	
091	Electric Utility	87825 - Conference, Travel and Training	\$68,000	(\$68,000)	\$0	
091	Electric Utility	87870 - Contractual Serv Not Class	\$744,798	(\$744,798)	\$0	
091	Electric Utility	87900 - Rent Expense	\$742,600	(\$742,600)	\$0	
091	Electric Utility	87930 - City Membership	\$340,000	(\$340,000)	\$0	
091	Electric Utility	87940 - Mandated Program Costs	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
<b>091</b>	<b>Electric Utility</b>	<b>3 Mat/Serv/Sup</b>	<b>\$2,631,098</b>	<b>(\$2,631,098)</b>	<b>\$0</b>	
091	Electric Utility	87640 - Vehicle Equipment Maintenance	\$587,555	\$0	\$587,555	
091	Electric Utility	87650 - Technical Services Maintenance	\$1,334,582	\$0	\$1,334,582	
091	Electric Utility	87660 - Workers Comp Insurance	\$44,141	\$0	\$44,141	
091	Electric Utility	87680 - Unemployment Insurance	\$2,007	\$0	\$2,007	
091	Electric Utility	87740 - Vehicle Equipment Amortization	\$503,734	\$0	\$503,734	
091	Electric Utility	87750 - Communi Equipment Amortization	\$74,630	\$0	\$74,630	
091	Electric Utility	87840 - Insurance And Surety Bonds	\$218,958	\$0	\$218,958	
091	Electric Utility	87994 - Services from Other Funds-CAP	<u>\$8,070,333</u>	<u>\$0</u>	<u>\$8,070,333</u>	
<b>091</b>	<b>Electric Utility</b>	<b>5 Interfund Services</b>	<b>\$10,835,940</b>	<b>\$0</b>	<b>\$10,835,940</b>	
<b>Subtotal</b>			<b>\$16,360,285</b>	<b>(\$2,631,098)</b>	<b>\$13,729,187</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost Allocation - Electric (SVP) - Department Administration

**Allocation to Direct Service Divisions**

Description	Subtotal	Adjustment	Total	Share	Notes
Administration	10.00	(10.00)	0.00	0%	
Business Services	18.00	0.00	18.00	10%	
Resource Planning and Engagement	20.00	0.00	20.00	11%	
Customer Development and Project Management	50.00	0.00	50.00	27%	
Utility Operations	100.00	0.00	100.00	53%	
<b>Total</b>	<b>198.00</b>	<b>(10.00)</b>	<b>188.00</b>	<b>100%</b>	

**Allocation to Direct Service Divisions**

Description	Total	Notes
Administration	\$0	
Business Services	\$1,314,497	
Resource Planning and Engagement	\$1,460,552	
Customer Development and Project Management	\$3,651,380	
Utility Operations	\$7,302,759	
<b>Total</b>	<b>\$13,729,187</b>	

[a] Source: FY 21/22 & 22/23 Adopted budget.

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Electric (SVP)

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Database Administrator	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$76	\$157,331
Electric Utility Helper/Driver	4.00	2,080	216	1,864	7,456	15%	85%	100%	1,118	6,338	7,456	\$59	\$490,214
Electric Utility Network Administrator	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$76	\$314,662
Electric & Water System Operator	6.00	2,080	216	1,864	11,184	15%	85%	100%	1,678	9,506	11,184	\$62	\$776,755
Electric Crew Foreperson	4.00	2,080	216	1,864	7,456	15%	85%	100%	1,118	6,338	7,456	\$93	\$777,587
Electric Division Manager	5.00	2,080	216	1,864	9,320	15%	85%	100%	1,398	7,922	9,320	\$116	\$1,208,064
Electric Maintenance Worker	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$62	\$256,880
Electric Meter Technician	3.00	2,080	216	1,864	5,592	15%	85%	100%	839	4,753	5,592	\$79	\$490,963
Electric Program Manager	3.00	2,080	216	1,864	5,592	15%	85%	100%	839	4,753	5,592	\$101	\$630,240
Electric Utility Equipment Operator	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$62	\$256,880
Electric Utility Generator Tech	9.00	2,080	216	1,864	16,776	15%	85%	100%	2,516	14,260	16,776	\$85	\$1,586,707
Electric Utility Program Analyst	4.00	2,080	216	1,864	7,456	15%	85%	100%	1,118	6,338	7,456	\$64	\$529,901
Electrician	7.00	2,080	216	1,864	13,048	15%	85%	100%	1,957	11,091	13,048	\$85	\$1,234,106
Fiber Splicing Technician	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$79	\$327,309
Journey Lineworker	12.00	2,080	216	1,864	22,368	15%	85%	100%	3,355	19,013	22,368	\$85	\$2,115,610
Journey Lineworker Apprentice	3.00	2,080	216	1,864	5,592	15%	85%	100%	839	4,753	5,592	\$68	\$423,946
Meter Data Analyst	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$51	\$212,909
Office Specialist II	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$41	\$85,530
Power Trader	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$93	\$193,690
Principal Utility Info System Manager	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$111	\$230,298
Project Manager	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$62	\$129,459
Senior Electric Utility Generation Tech	5.00	2,080	216	1,864	9,320	15%	85%	100%	1,398	7,922	9,320	\$109	\$1,138,384
Senior Electrician Technician	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$91	\$379,309
Senior Materials Handler	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$46	\$96,470
Senior Elec & Water System Operator	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$62	\$129,459
Senior Energy Systems Analyst	3.00	2,080	216	1,864	5,592	15%	85%	100%	839	4,753	5,592	\$76	\$471,994
Senior Elec Meter Technician	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$91	\$189,654
Senior Instrument & Control Tech	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$91	\$189,654
Service Coordinator - Inspector	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$89	\$185,120
Service Coordinator - Inspector (Fiber)	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$83	\$343,990
Troubleshooter	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$91	\$379,309
Underground Crew Leader	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$87	\$180,544
Utility Electrician Technician	4.00	2,080	216	1,864	7,456	15%	85%	100%	1,118	6,338	7,456	\$85	\$705,203
Utility Locator (Fiber)	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$62	\$128,440
<b>Total</b>	<b>100.00</b>				<b>186,400</b>				<b>27,960</b>	<b>158,440</b>	<b>186,400</b>		<b>\$16,946,571</b>
<b>Total</b>									<b>15%</b>	<b>85%</b>	<b>100%</b>		

User and Regulatory Fee Study

Allocation of Annual Labor Effort - Electric (SVP)

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Electric (SVP)

FY 22/23 Forecast Expenses [a]		Program	1362	1371	1372	1376	1377				
Fund #	Fund Desc	Account Desc	Pwr System Controls	Comm & Meter Tech	Substation Maint	Transm'n & Distrib	Util Ops Generation	Subtotal	Adjustment	Total	Notes
091	Electric Utility	87010 - Salary And Wages - Regular	\$2,055,035	\$1,029,308	\$2,411,937	\$5,413,271	\$3,422,726	\$14,332,277	\$0	\$14,332,277	
091	Electric Utility	87017 - Premium Pay	\$8,040	\$492	\$10,730	\$72,981	\$7,003	\$99,246	\$0	\$99,246	
091	Electric Utility	87020 - Salary And Wages - As Needed	\$0	\$0	\$35,000	\$129,200	\$0	\$164,200	\$0	\$164,200	
091	Electric Utility	87030 - S & W - O.T. Vacation Relief	\$513,600	\$103,000	\$437,000	\$2,600,000	\$661,400	\$4,315,000	\$0	\$4,315,000	
091	Electric Utility	87090 - Separation Payouts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>091</b>	<b>Electric Utility</b>	<b>1 Salary Accounts</b>	<b>\$2,576,675</b>	<b>\$1,132,800</b>	<b>\$2,894,667</b>	<b>\$8,215,452</b>	<b>\$4,091,129</b>	<b>\$18,910,723</b>	<b>\$0</b>	<b>\$18,910,723</b>	
091	Electric Utility	87212 - PERS - Misc	\$721,413	\$360,115	\$847,106	\$1,918,192	\$1,199,343	\$5,046,169	\$0	\$5,046,169	
091	Electric Utility	87221 - Medicare	\$30,584	\$15,353	\$35,883	\$80,021	\$51,832	\$213,673	\$0	\$213,673	
091	Electric Utility	87222 - Social Security	\$89,453	\$54,909	\$119,390	\$273,926	\$157,881	\$695,559	\$0	\$695,559	
091	Electric Utility	87223 - Social Security - OT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
091	Electric Utility	87224 - Medicare OT	\$7,447	\$1,494	\$6,337	\$37,700	\$9,287	\$62,265	\$0	\$62,265	
091	Electric Utility	87230 - Health Allocation	\$206,103	\$125,337	\$301,394	\$834,988	\$305,109	\$1,772,931	\$0	\$1,772,931	
091	Electric Utility	87241 - Dental - City Paid	\$2,877	\$1,918	\$3,837	\$8,768	\$5,206	\$22,606	\$0	\$22,606	
091	Electric Utility	87242 - Long Term Disability-City Paid	\$1,612	\$1,056	\$491	\$380	\$1,796	\$5,335	\$0	\$5,335	
091	Electric Utility	87243 - Vision- City Paid	\$1,249	\$832	\$1,665	\$3,807	\$2,261	\$9,814	\$0	\$9,814	
091	Electric Utility	87250 - Basic Life Insurance	\$714	\$372	\$891	\$1,980	\$1,212	\$5,169	\$0	\$5,169	
091	Electric Utility	87260 - Meal Allowance	\$5,150	\$2,987	\$8,240	\$87,550	\$20,600	\$124,527	\$0	\$124,527	
091	Electric Utility	87271 - VEBA	\$6,300	\$4,200	\$8,400	\$19,200	\$11,400	\$49,500	\$0	\$49,500	
091	Electric Utility	87272 - EAP	\$514	\$342	\$685	\$1,567	\$931	\$4,039	\$0	\$4,039	
091	Electric Utility	87274 - Auto Allowance	\$4,800	\$0	\$2,400	\$2,400	\$4,800	\$14,400	\$0	\$14,400	
091	Electric Utility	87275 - Mobile Phone Allowance	\$960	\$0	\$0	\$960	\$960	\$2,880	\$0	\$2,880	
091	Electric Utility	87279 - Misc. Other Benefits	\$1,960	\$1,400	\$3,624	\$45,613	\$4,200	\$56,797	\$0	\$56,797	
091	Electric Utility	87390 - OPEB	\$37,201	\$24,800	\$49,602	\$113,374	\$67,317	\$292,294	\$0	\$292,294	
<b>091</b>	<b>Electric Utility</b>	<b>2 Benefit Accounts</b>	<b>\$1,118,337</b>	<b>\$595,115</b>	<b>\$1,389,945</b>	<b>\$3,430,426</b>	<b>\$1,844,135</b>	<b>\$8,377,958</b>	<b>\$0</b>	<b>\$8,377,958</b>	
091	Electric Utility	87500 - Operating Supplies	\$7,158	\$5,500	\$23,000	\$178,000	\$25,113	\$238,771	\$0	\$238,771	
091	Electric Utility	87600 - Maintenance	\$32,800	\$280,000	\$742,000	\$660,000	\$3,918,100	\$5,632,900	(\$5,632,900)	\$0	
091	Electric Utility	87710 - Adver And Community Promotion	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
091	Electric Utility	87720 - Misc Rec Pur Install & Service	\$0	\$0	\$15,000	\$62,000	\$0	\$77,000	(\$77,000)	\$0	
091	Electric Utility	87800 - Miscellaneous Serv & Supplies	\$500,400	\$0	\$0	\$0	\$44,200	\$544,600	(\$544,600)	\$0	
091	Electric Utility	87810 - Utilities Expenses	\$3,700	\$0	\$0	\$11,500	\$172,000	\$187,200	(\$187,200)	\$0	
091	Electric Utility	87825 - Conference, Travel and Training	\$52,800	\$15,300	\$58,200	\$45,000	\$67,000	\$238,300	\$0	\$238,300	
091	Electric Utility	87870 - Contractual Serv Not Class	\$88,799	\$0	\$170,900	\$3,100,000	\$1,747,200	\$5,106,899	(\$5,106,899)	\$0	
091	Electric Utility	87940 - Mandated Program Costs	\$0	\$0	\$0	\$10,300	\$894,300	\$904,600	(\$904,600)	\$0	
<b>091</b>	<b>Electric Utility</b>	<b>3 Mat/Serv/Sup</b>	<b>\$685,657</b>	<b>\$300,800</b>	<b>\$1,009,100</b>	<b>\$4,066,800</b>	<b>\$6,867,913</b>	<b>\$12,930,270</b>	<b>(\$12,453,199)</b>	<b>\$477,071</b>	
091	Electric Utility	87960 - Generation & Pumping Expense	\$0	\$0	\$0	\$0	\$3,813,900	\$3,813,900	(\$3,813,900)	\$0	
<b>091</b>	<b>Electric Utility</b>	<b>4 Resource/Product</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,813,900</b>	<b>\$3,813,900</b>	<b>(\$3,813,900)</b>	<b>\$0</b>	
091	Electric Utility	87640 - Vehicle Equipment Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
091	Electric Utility	87650 - Technical Services Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
091	Electric Utility	87660 - Workers Comp Insurance	\$40,128	\$19,975	\$46,975	\$104,926	\$66,990	\$278,994	\$0	\$278,994	
091	Electric Utility	87680 - Unemployment Insurance	\$1,825	\$908	\$2,136	\$4,771	\$3,046	\$12,686	\$0	\$12,686	
091	Electric Utility	87740 - Vehicle Equipment Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
091	Electric Utility	87750 - Communi Equipment Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
091	Electric Utility	87840 - Insurance And Surety Bonds	\$199,051	\$99,084	\$233,015	\$520,476	\$332,299	\$1,383,925	\$0	\$1,383,925	
091	Electric Utility	87994 - Services from Other Funds-CAP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>091</b>	<b>Electric Utility</b>	<b>5 Interfund Services</b>	<b>\$241,004</b>	<b>\$119,967</b>	<b>\$282,126</b>	<b>\$630,173</b>	<b>\$402,335</b>	<b>\$1,675,605</b>	<b>\$0</b>	<b>\$1,675,605</b>	
<b>Subtotal</b>			<b>\$4,621,673</b>	<b>\$2,148,682</b>	<b>\$5,575,838</b>	<b>\$16,342,851</b>	<b>\$17,019,412</b>	<b>\$45,708,456</b>	<b>(\$16,267,099)</b>	<b>\$29,441,357</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Electric (SVP)

**Allocation of Department Administration**

Description	Utility Operations	Notes
Allocation of Department Administration	\$7,302,759	[b]

**Total Divisional Costs**

Description	Utility Operations	Notes
<b>Total</b>	<b>\$36,744,116</b>	

**Calculation of Uniform Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$36,744,116	
Direct Hours	158,440	[b]
<b>Total</b>	<b>\$232</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$27,288,681	74%	\$172
Equipment	\$0	0%	\$0
Materials / Supplies	\$2,152,676	6%	\$14
Other Costs	\$0	0%	\$0
Overhead	\$7,302,759	20%	\$46
<b>Total</b>	<b>\$36,744,116</b>	<b>100%</b>	<b>\$232</b>

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$18,910,723
Benefit Accounts	\$8,377,958
<b>Total</b>	<b>0.44</b>

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	85%	1,584	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.31</b>	

Position	Top Step Hrlly [c]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Asst Elec Utility Engineer	\$78	\$34	\$112	1.31	\$147	\$14	\$46	\$207
Electric Crew Foreperson	\$93	\$41	\$135	1.31	\$177	\$14	\$46	\$237
Electric Meter Technician	\$79	\$35	\$114	1.31	\$149	\$14	\$46	\$209
Journey Lineworker	\$85	\$38	\$122	1.31	\$161	\$14	\$46	\$220
Office Specialist II	\$41	\$18	\$59	1.31	\$78	\$14	\$46	\$138
Sr Electrical Estimator	\$77	\$34	\$111	1.31	\$145	\$14	\$46	\$205
Senior Engineer	\$109	\$48	\$158	1.31	\$207	\$14	\$46	\$267
Troubleshooter	\$91	\$40	\$132	1.31	\$173	\$14	\$46	\$232
Helper	\$59	\$26	\$85	1.31	\$112	\$14	\$46	\$171
Utility Locator	\$62	\$27	\$89	1.31	\$117	\$14	\$46	\$177

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	100.00	2,080	208,000	\$16,946,571	\$81	\$232	2.85	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] To account for department admin support provided but not directly budgeted to direct service units. See Electric Department - Department Administration cost allocation worksheet.

[c] See worksheet labeled: Allocation of Annual Labor Effort - Electric.

[d] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Electric Fees

Fee Description	Sr. Elec Eng'r	Asst Elec Utility Eng'r	Elec Crew Forep'rsn	Electric Meter Tech	Journey Linew'kr	Office Spec II	Sr Elec. Estim'tr	Trouble shooter	Helper	Utility Locator	Total
1 Overhead Lines - New Single Family/Residential											
2 Overhead Lines - New Multiple Units											
3 Overhead Lines - New Street Lighting											
4 Underground - New Single Family/Residential											
5 Underground - New Multiple Units/Residential											
6 Underground - New Street Lighting											
7 Underground - Existing Single Family											
8 Underground - Existing Multi-Units											
9 Underground - Existing Street Lighting											
10 Load Development Up to 4,500 KVA											
11 Load Development Over 4,500 KVA											
12 Load Development Commercial Facilities < 12KV											
13 Load Development Commercial Facilities 12KV											
14 Load Development Commercial Facilities Dedicated 12 KV											
15 Load Development Commercial Facilities Dedicated 60 KV											
16 Temporary Connection to Pole								3.00			3.00
17 Temporary Power											
18 Underground Street Light Relocation											
19 Service Wire Relocation from Mid-Span			2.50		5.00	0.75	3.50				11.75
20 Service Wire Relocation from Pole						0.50	0.75	1.50	1.00		3.75
21 Meter Test Deposit				1.00							1.00
22 Service Wire Relocation Additional Linework											
23 Electric System Damage											
24 Service Reconnection (Residential)								0.75			0.75
25 Service Disconnection (Residential)								0.75			0.75
26 Electric Reconnection Fee (Non-Residential)											
27 Electric Disconnection Fee (Non-Residential)											
28 Service Fee Customer-Owned Equipment Problem								1.00			1.00

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Electri

Fee Description		Estimated Cost of Labor									Mat'l Cost	Estimated Cost of Service	
		\$267	\$207	\$237	\$209	\$220	\$138	\$205	\$232	\$171			\$177
		Sr. Elec Eng'r	Asst Elec Utility Eng'r	Elec Crew Forep'rsn	Electric Meter Tech	Journey Linew'kr	Office Spec II	Sr Elec. Estim'tr	Trouble shooter	Helper	Utility Locator		
1	Overhead Lines - New Single Family/Residential												
2	Overhead Lines - New Multiple Units												
3	Overhead Lines - New Street Lighting												
4	Underground - New Single Family/Residential												
5	Underground - New Multiple Units/Residential												
6	Underground - New Street Lighting												
7	Underground - Existing Single Family												
8	Underground - Existing Multi-Units												
9	Underground - Existing Street Lighting												
10	Load Development Up to 4,500 KVA												
11	Load Development Over 4,500 KVA												
12	Load Development Commercial Facilities < 12KV												
13	Load Development Commercial Facilities 12KV												
14	Load Development Commercial Facilities Dedicated 12 KV												
15	Load Development Commercial Facilities Dedicated 60 KV												
16	Temporary Connection to Pole	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$696	\$0	\$0		\$696
17	Temporary Power												
18	Underground Street Light Relocation												
19	Service Wire Relocation from Mid-Span	\$0	\$0	\$593	\$0	\$1,100	\$104	\$718	\$0	\$0	\$0	\$160	\$2,674
20	Service Wire Relocation from Pole	\$0	\$0	\$0	\$0	\$0	\$69	\$154	\$348	\$171	\$0	\$102	\$844
21	Meter Test Deposit	\$0	\$0	\$0	\$209	\$0	\$0	\$0	\$0	\$0	\$0		\$209
22	Service Wire Relocation Additional Linework												
23	Electric System Damage												
24	Service Reconnection (Residential)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$174	\$0	\$0		\$174
25	Service Disconnection (Residential)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$174	\$0	\$0		\$174
26	Electric Reconnection Fee (Non-Residential)												
27	Electric Disconnection Fee (Non-Residential)												
28	Service Fee Customer-Owned Equipment Problem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232	\$0	\$0		\$232

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Electri

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
1	Overhead Lines - New Single Family/Residential	\$1,197.16		\$1,235.61		per lot	[a]
2	Overhead Lines - New Multiple Units	\$736.24		\$759.88		per unit	[a]
3	Overhead Lines - New Street Lighting	\$7.42		\$7.65		per front foot	[a]
4	Underground - New Single Family/Residential	\$1,764.70		\$2,436.28		per lot	[a]
5	Underground - New Multiple Units/Residential	\$1,573.68		\$2,070.84		per unit	[a]
6	Underground - New Street Lighting	\$18.23		\$18.81		per front foot	[a]
7	Underground - Existing Single Family	\$3,467.74		\$3,578.71		per lot	[a]
8	Underground - Existing Multi-Units	\$1,853.56		\$1,912.88		per unit	[a]
9	Underground - Existing Street Lighting	\$27.08		\$27.95		per front foot	[a]
10	Load Development Up to 4,500 KVA	\$141.63		\$348.99			[a]
11	Load Development Over 4,500 KVA	\$240.03		\$697.98			[a]
12	Load Development Commercial Facilities < 12KV	\$141.63		\$243.63			[a],[b]
13	Load Development Commercial Facilities 12KV	\$141.63		\$203.58			[a],[b]
14	Load Development Commercial Facilities Dedicated 12 KV	\$240.03		\$391.85			[a]
15	Load Development Commercial Facilities Dedicated 60 KV	\$240.03		\$348.99			[a]
16	Temporary Connection to Pole	\$646	n/a	\$696	100%		
17	Temporary Power	actual cost	100%	actual cost	100%		
18	Underground Street Light Relocation	actual cost	100%	actual cost	100%		
19	Service Wire Relocation from Mid-Span	\$2,419	90%	\$2,674	100%		
20	Service Wire Relocation from Pole	\$534	63%	\$844	100%		
21	Meter Test Deposit	\$192	92%	\$209	100%		
22	Service Wire Relocation Additional Linework	actual cost	100%	actual cost	100%		
23	Electric System Damage	actual cost	100%	actual cost	100%		
24	Service Reconnection (Residential)	\$161	93%	\$174	100%		
25	Service Disconnection (Residential)	\$161	93%	\$174	100%		
26	Electric Reconnection Fee (Non-Residential)	\$108	varies	actual cost	100%	per account	
27	Electric Disconnection Fee (Non-Residential)	\$108	varies	actual cost	100%	per account	
28	Service Fee Customer-Owned Equipment Problem	\$216	93%	\$232	100%	per hour	

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Electric Fees

Fee Description	Sr. Elec Eng'r	Asst Elec Utility Eng'r	Elec Crew Foreprsn	Electric Meter Tech	Journey Linew'kr	Office Spec II	Sr Elec. Estim'tr	Trouble shooter	Helper	Utility Locator	Total
29 Electric replacement/reconnection fee due to meter tampering/illegal access								1.00			1.00
30 Service Removal											
31 Engineering Plan Check - Electric		1.75									1.75
32 Engineering Plan Check - Electric - 4th and subsequent review		0.25									0.25
33 Project Clearance committee/Sub committee review	3.00										3.00
34 Time of Use Meter Installation - Residential				1.00							1.00
35 Time of Use Meter Installation - Non-Residential				1.00							1.00
36 Field Marking-Fiber Up to 50 ft of excavation										0.75	0.75
37 Field Marking-Fiber Over 50 ft of excavation										0.50	0.50
38 Electric equipment relocation											
39 EV charging retrofit-Existing building											
40 SVP system impact study - Transmission system											
41 CAISO System Impact Study											
42 SVP system impact study - Distribution 12kV system											
43 SVP generation interconnection study											
44 Distribution Pole Contact-Application fee											
45 Distribution Pole Contact-cable attachment											
46 Distribution Pole Contact-equipment attachment											
47 Distribution Pole Contact-riser attachment											
48 Distribution Pole Contact-anchor attachment											
49 Distribution Pole Contact-small cell											

[a] Fee calculated as part of separate study.  
 [b] Fee recommended for three year phase-in. July 2022 50%; July 2023 75%; July 2024 100% cost recovery.  
 [c] Amount currently collected via agreement. Moving to Master Fee Schedule for documentation purposes.  
 [d] Use 2.5% annual escalator.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Electri

		Estimated Cost of Labor									Mat'l Cost	Estimated Cost of Service	
		\$267	\$207	\$237	\$209	\$220	\$138	\$205	\$232	\$171			\$177
Fee Description		Sr. Elec Eng'r	Asst Elec Utility Eng'r	Elec Crew Forep'rsn	Electric Meter Tech	Journey Linew'kr	Office Spec II	Sr Elec. Estim'tr	Trouble shooter	Helper	Utility Locator		
29	Electric replacement/reconnection fee due to meter tampering/illegal access	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232	\$0	\$0	\$232	
30	Service Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
31	Engineering Plan Check - Electric	\$0	\$362	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$362	
32	Engineering Plan Check - Electric - 4th and subsequent review	\$0	\$52	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52	
33	Project Clearance committee/Sub committee review	\$801	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$801	
34	Time of Use Meter Installation - Residential	\$0	\$0	\$0	\$209	\$0	\$0	\$0	\$0	\$0	\$0	\$190	\$399
35	Time of Use Meter Installation - Non-Residential	\$0	\$0	\$0	\$209	\$0	\$0	\$0	\$0	\$0	\$0	\$380	\$589
36	Field Marking-Fiber Up to 50 ft of excavation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$133		\$133
37	Field Marking-Fiber Over 50 ft of excavation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$89		\$89
38	Electric equipment relocation												
39	EV charging retrofit-Existing building												
40	SVP system impact study - Transmission system												\$75,000
41	CAISO System Impact Study												\$124,200
42	SVP system impact study - Distribution 12kV system												\$15,000
43	SVP generation interconnection study												\$15,000
44	Distribution Pole Contact-Application fee												
45	Distribution Pole Contact-cable attachment												
46	Distribution Pole Contact-equipment attachment												
47	Distribution Pole Contact-riser attachment												
48	Distribution Pole Contact-anchor attachment												
49	Distribution Pole Contact-small cell												

[a] Fee calculated as part of separate study.  
 [b] Fee recommended for three year phase-in. July 2022 50%; July 2023 75%  
 [c] Amount currently collected via agreement. Moving to Master Fee Sched  
 [d] Use 2.5% annual escalator.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Electric

		Cost Recovery Information				
Fee Description	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
29 Electric replacement/reconnection fee due to meter tampering/illegal access	\$216	93%	\$232	100%	per account	[c]
30 Service Removal	actual cost	100%	actual cost	100%		
31 Engineering Plan Check - Electric	\$292	81%	\$362	100%	per sheet	
32 Engineering Plan Check - Electric - 4th and subsequent review	\$42	80%	\$52	100%	per sheet	
33 Project Clearance committee/Sub committee review	n/a		\$801	100%		
34 Time of Use Meter Installation - Residential	\$299	75%	\$399	100%	per meter	
35 Time of Use Meter Installation - Non-Residential	\$598	101%	\$589	100%	per meter	
36 Field Marking-Fiber Up to 50 ft of excavation	\$123	92%	\$133	100%		
37 Field Marking-Fiber Over 50 ft of excavation	\$82	93%	\$89	100%	per each add'l 50ft	
38 Electric equipment relocation	actual cost	100%	actual cost	100%		
39 EV charging retrofit-Existing building			actual cost	100%		
40 SVP system impact study - Transmission system	\$75,000	100%	\$75,000	100%		[c]
41 CAISO System Impact Study	\$124,200	100%	\$124,200	100%		[c]
42 SVP system impact study - Distribution 12kV system	\$15,000	100%	\$15,000	100%		[c]
43 SVP generation interconnection study	\$15,000	100%	\$15,000	100%		[c]
44 Distribution Pole Contact-Application fee	\$230		\$236			[d]
45 Distribution Pole Contact-cable attachment	\$17		\$18			[d]
46 Distribution Pole Contact-equipment attachment	\$49		\$50			[d]
47 Distribution Pole Contact-riser attachment	\$36		\$37			[d]
48 Distribution Pole Contact-anchor attachment	\$3		\$3			[d]
49 Distribution Pole Contact-small cell	\$87		\$90			[d]

[a] Fee calculated as part of separate study.  
 [b] Fee recommended for three year phase-in. July 2022 50%; July 2023 75%  
 [c] Amount currently collected via agreement. Moving to Master Fee Sched  
 [d] Use 2.5% annual escalator.



**City of  
Santa Clara**  
The Center of What's Possible

**Finance - Municipal Services Division Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Finance - Municipal Services

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Business Analyst	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$62	\$129,459
Customer Service Representative	14.00	2,080	216	1,864	26,096	20%	80%	100%	5,219	20,877	26,096	\$42	\$1,228,282
Customer Service Supervisor	2.00	2,080	216	1,864	3,728	40%	60%	100%	1,491	2,237	3,728	\$52	\$218,150
Meter Reader	3.00	2,080	216	1,864	5,592	20%	80%	100%	1,118	4,474	5,592	\$44	\$276,182
Municipal Services Division Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$96	\$199,909
Office Specialist II	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$41	\$85,530
Senior Customer Service Representative	5.00	2,080	216	1,864	9,320	20%	80%	100%	1,864	7,456	9,320	\$45	\$470,496
Senior Management Analyst	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$74	\$153,338
Utility Field Services Worker	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$46	\$192,941
Utility Field Services Supervisor	1.00	2,080	216	1,864	1,864	40%	60%	100%	746	1,118	1,864	\$52	\$109,075
Utility Services Technician	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$52	\$218,150
<b>Total</b>	<b>33.00</b>				<b>61,512</b>				<b>17,149</b>	<b>44,363</b>	<b>61,512</b>		<b>\$3,281,512</b>
<b>Total</b>									<b>28%</b>	<b>72%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Finance - Municipal Services

FY 22/23 Forecast Expenses [a]		Program	3332	3333	3334	3335	3336	3337				
Fund #	Fund Desc	Account Desc	Utility Bill Svcs	Revenue Cashiering	Business Certificate	Field Svcs	Admin	Contact Ctr	Subtotal	Adjust	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$1,504,859	\$367,727	\$158,731	\$585,463	\$206,814	\$410,860	\$3,234,454	\$0	\$3,234,454	
001	General Fund	87011 - Salary Attrition and VTO	(\$31,902)	(\$11,954)	(\$5,487)	(\$18,384)	(\$7,073)	(\$10,744)	(\$85,544)	\$0	(\$85,544)	
001	General Fund	87017 - Premium Pay	\$3	\$13	\$13	\$3	\$5	\$15	\$52	\$0	\$52	
001	General Fund	87020 - Salary And Wages - As Needed	\$74,403	\$0	\$0	\$0	\$0	\$0	\$74,403	\$0	\$74,403	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$536	\$536	\$536	\$2,679	\$0	\$536	\$4,823	\$0	\$4,823	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$1,547,899</b>	<b>\$356,322</b>	<b>\$153,793</b>	<b>\$569,761</b>	<b>\$199,746</b>	<b>\$400,667</b>	<b>\$3,228,188</b>	<b>\$0</b>	<b>\$3,228,188</b>	
001	General Fund	87212 - PERS - Misc	\$526,253	\$128,596	\$55,511	\$204,742	\$72,327	\$143,684	\$1,131,113	\$0	\$1,131,113	
001	General Fund	87221 - Medicare	\$22,848	\$5,519	\$2,488	\$9,175	\$3,258	\$6,103	\$49,391	\$0	\$49,391	
001	General Fund	87222 - Social Security	\$96,351	\$23,041	\$10,083	\$38,689	\$11,140	\$25,541	\$204,845	\$0	\$204,845	
001	General Fund	87223 - Social Security - OT	\$33	\$33	\$33	\$166	\$0	\$33	\$298	\$0	\$298	
001	General Fund	87224 - Medicare OT	\$7	\$7	\$7	\$38	\$0	\$7	\$66	\$0	\$66	
001	General Fund	87230 - Health Allocation	\$185,819	\$52,515	\$19,190	\$73,916	\$17,279	\$62,998	\$411,717	\$0	\$411,717	
001	General Fund	87241 - Dental - City Paid	\$4,060	\$1,124	\$439	\$1,686	\$416	\$1,331	\$9,056	\$0	\$9,056	
001	General Fund	87242 - Long Term Disability-City Paid	\$7,495	\$1,964	\$797	\$3,120	\$723	\$2,195	\$16,294	\$0	\$16,294	
001	General Fund	87243 - Vision- City Paid	\$1,791	\$547	\$191	\$732	\$176	\$604	\$4,041	\$0	\$4,041	
001	General Fund	87250 - Basic Life Insurance	\$632	\$174	\$66	\$229	\$99	\$192	\$1,392	\$0	\$1,392	
001	General Fund	87271 - VEBA	\$8,880	\$2,460	\$960	\$3,690	\$900	\$2,910	\$19,800	\$0	\$19,800	
001	General Fund	87272 - EAP	\$721	\$200	\$79	\$300	\$73	\$235	\$1,608	\$0	\$1,608	
001	General Fund	87274 - Auto Allowance	\$2,640	\$240	\$240	\$240	\$1,200	\$240	\$4,800	\$0	\$4,800	
001	General Fund	87275 - Mobile Phone Allowance	\$1,056	\$96	\$96	\$96	\$480	\$96	\$1,920	\$0	\$1,920	
001	General Fund	87279 - Misc. Other Benefits	\$0	\$0	\$0	\$1,416	\$24	\$0	\$1,440	\$0	\$1,440	
001	General Fund	87390 - OPEB	\$52,437	\$14,526	\$5,670	\$21,790	\$5,319	\$17,183	\$116,925	\$0	\$116,925	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$911,023</b>	<b>\$231,042</b>	<b>\$95,850</b>	<b>\$360,025</b>	<b>\$113,414</b>	<b>\$263,352</b>	<b>\$1,974,706</b>	<b>\$0</b>	<b>\$1,974,706</b>	
001	General Fund	87500 - Operating Supplies	\$43,044	\$0	\$0	\$0	\$0	\$0	\$43,044	\$0	\$43,044	
001	General Fund	87825 - Conference, Travel and Training	\$5,627	\$212	\$0	\$0	\$0	\$1,454	\$7,293	\$0	\$7,293	
001	General Fund	87870 - Contractual Serv Not Class	\$1,006,696	\$43,774	\$107,076	\$22,119	\$116	(\$16,979)	\$1,162,802	\$0	\$1,162,802	
001	General Fund	87940 - Mandated Program Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$1,055,367</b>	<b>\$43,986</b>	<b>\$107,076</b>	<b>\$22,119</b>	<b>\$116</b>	<b>(\$15,525)</b>	<b>\$1,213,139</b>	<b>\$0</b>	<b>\$1,213,139</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$0	\$0	\$0	\$43,553	\$0	\$0	\$43,553	\$0	\$43,553	
001	General Fund	87650 - Technical Services Maintenance	\$164,092	\$46,286	\$22,736	\$69,195	\$24,834	\$53,826	\$380,969	\$0	\$380,969	
001	General Fund	87660 - Workers Comp Insurance	\$27,620	\$6,772	\$2,923	\$10,789	\$3,801	\$7,521	\$59,426	\$0	\$59,426	
001	General Fund	87680 - Unemployment Insurance	\$1,339	\$328	\$142	\$523	\$184	\$365	\$2,881	\$0	\$2,881	
001	General Fund	87740 - Vehicle Equipment Amortization	\$0	\$0	\$0	\$10,214	\$0	\$0	\$10,214	\$0	\$10,214	
001	General Fund	87840 - Insurance And Surety Bonds	\$49,933	\$12,244	\$5,284	\$19,505	\$6,872	\$13,597	\$107,435	\$0	\$107,435	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$242,984</b>	<b>\$65,630</b>	<b>\$31,085</b>	<b>\$153,779</b>	<b>\$35,691</b>	<b>\$75,309</b>	<b>\$604,478</b>	<b>\$0</b>	<b>\$604,478</b>	
<b>Subtotal</b>			<b>\$3,757,273</b>	<b>\$696,980</b>	<b>\$387,804</b>	<b>\$1,105,684</b>	<b>\$348,967</b>	<b>\$723,803</b>	<b>\$7,020,511</b>	<b>\$0</b>	<b>\$7,020,511</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Calculation of Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$7,020,511	
Productive Hours	44,363	[b]
<b>Total</b>	<b>\$158</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$5,202,894	74%	\$117
Equipment	\$0	0%	\$0
Materials / Supplies	\$1,817,617	26%	\$41
Other Costs	\$0	0%	\$0
Overhead	\$0	0%	\$0
<b>Total</b>	<b>\$7,020,511</b>	<b>100%</b>	<b>\$158</b>

**Information Below is for Use if City Desires to Use Positional Hourly Billing Rates**

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$3,228,188
Benefit Accounts	\$1,974,706
Total	0.61

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	72%	1,344	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.55</b>	

Position	Top Step Hrlly [c]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Business Analyst	\$62	\$38	\$100	1.55	\$155	\$41	\$0	\$196
Customer Service Representative	\$42	\$26	\$68	1.55	\$105	\$41	\$0	\$146
Customer Service Supervisor	\$52	\$32	\$85	1.55	\$131	\$41	\$0	\$172
Meter Reader	\$44	\$27	\$71	1.55	\$110	\$41	\$0	\$151
Municipal Services Division Manager	\$96	\$59	\$155	1.55	\$240	\$41	\$0	\$281
Office Specialist II	\$41	\$25	\$66	1.55	\$103	\$41	\$0	\$144
Senior Customer Service Representative	\$45	\$28	\$73	1.55	\$113	\$41	\$0	\$154
Senior Management Analyst	\$74	\$45	\$119	1.55	\$184	\$41	\$0	\$225
Utility Field Services Worker	\$46	\$28	\$75	1.55	\$116	\$41	\$0	\$157
Utility Field Services Supervisor	\$52	\$32	\$85	1.55	\$131	\$41	\$0	\$172
Utility Services Technician	\$52	\$32	\$85	1.55	\$131	\$41	\$0	\$172

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	33.00	2,080	68,640	\$3,281,512	\$48	\$158	3.31	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] See allocation of Annual Labor Effort, Finance Municipal Services.

[c] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description	Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	Total	Cost of Service					Cost of Svc
							\$146	\$154	\$157	\$172	\$172	
							Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	
<b>1 Business Tax Certificate</b>												
Commercial Enterprises												
Manufacturing/Industrial Enterprises												
Professional												
Companies conducting business in the City without a fixed place of business												
2 Delinquent payment of business certificate fees - 30 days after due date												
3 Change of name, address or business type as shown on current certificate	0.08					0.08	\$12					\$12
4 Business Certificate Info - Special Request (Research Required)												
5 Duplicate business certificate	0.08					0.08	\$12					\$12
<b>Business Tax Certificate</b>												
6 Ambulance Service												
Per Ambulance												
7 Carnivals												
Carnival concession, ride, sideshow												
8 Circus												
Circus concession, ride, sideshow												
9 Promotional Show												
Promotional Show concession, ride, sideshow												
10 Escort Service (funerals, personal escort services, etc.)												
11 Intracity bus service and public transportation												
12 Parade route vendor												
13 Pawnshop												
14 Taxicab Company												
15 Taxicab Stand												
16 Rental units (3+)												
Apartments												
Hotels/Motels												
17 Business providing regular service by use of vehicles including catering												
18 Public market operators												
19 Vending Operators												
20 Automatic coin-operated amusement machines and peep shows												
21 Juke Box												
22 Billiard and pool tables, Ping-pong tables												
23 Bowling or Tenpin lanes												

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
1	<b>Business Tax Certificate</b>						
	Commercial Enterprises	See Schedule 100 attached		See Schedule 100 attached			
	Manufacturing/Industrial Enterprises	See Schedule 300 attached		See Schedule 300 attached			
	Professional	See Schedule 200 attached		See Schedule 200 attached			
	Companies conducting business in the City without a fixed place of business	\$45.00				per year	
2	Delinquent payment of business certificate fees - 30 days after due date	100%		100%		100% of appropriate bus. license fee	
3	Change of name, address or business type as shown on current certificate	\$11.00	90%	\$12	100%	per each update	
4	Business Certificate Info - Special Request (Research Required)	Actual Cost		Actual Cost		Actual cost of compilation	
5	Duplicate business certificate	\$11.00	90%	\$12	100%	each	
	<b>Business Tax Certificate</b>						
6	Ambulance Service	\$45.00		\$45		flat fee per business	
	Per Ambulance	\$15.00		\$15		add'l fee for each ambulance	
7	Carnivals	\$150.00		\$150		per day	
	Carnival concession, ride, sideshow	\$15.00		\$15		each per day	
8	Circus	\$150.00		\$150		per day	
	Circus concession, ride, sideshow	\$15.00		\$15		each per day	
9	Promotional Show	\$150.00		\$150		per day	
	Promotional Show concession, ride, sideshow	\$15.00		\$15		each per day	
10	Escort Service (funerals, personal escort services, etc.)	\$150.00		\$150		per year	
11	Intracity bus service and public transportation	\$150.00		\$150		per year	
12	Parade route vendor	\$15.00		\$15		per parade	
13	Pawnshop	\$150.00		\$150		per year	
14	Taxicab Company	\$15.00		\$15		per cab per year	
15	Taxicab Stand	\$90.00		\$90		per year	
16	Rental units (3+)						
	Apartments	\$5.22		\$5.22		per unit per year	
	Hotels/Motels	\$3.00		\$3		per unit per year	
17	Business providing regular service by use of vehicles including catering	\$23.00		\$23		per vehicle	
18	Public market operators	\$0.75		\$0.75		per booth per day	
19	Vending Operators	\$79.00		\$79		per year	
20	Automatic coin-operated amusement machines and peep shows	\$60.00		\$60		each per year	
21	Juke Box	\$30.00		\$30		each per year	
22	Billiard and pool tables, Ping-pong tables	\$8.00		\$8		per table or per lane per year	
23	Bowling or Tenpin lanes	\$80.00		\$80		flat fee for 11 or more tables or lanes per year	

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description	Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	Total	Cost of Service					Cost of Svc
							\$146	\$154	\$157	\$172	\$172	
							Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	
24 Merry go-rounds, shooting galleries, golf ranges, and skating rinks												
25 Theaters												
1-500 seats or stalls												
501-1000 seats or stalls												
1001 or more seats or stalls												
26 Nightclubs, cabarets, etc.												
27 Class I entertainment license without a valid theater or night club license for same location												
First Year												
Annual Renewal												
28 Class II Entertainment License												
First Year												
Annual Renewal												
29 Class III entertainment license without a valid theater or night club license for the same location												
First Year												
Annual Renewal												
30 Massage establishment												
31 Contractors - State licensed												
32 Detective Agency												
33 Itinerant merchant												
34 Peddlers												
35 Secondhand dealer												
36 Principal solicitors certificate												
37 Miniature golf course												
38 Christmas tree lots												
39 Pumpkin sales lots												
40 Seasonal items sales lots												
41 Bingo												

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
24	Merry go-rounds, shooting galleries, golf ranges, and skating rinks	See Schedule 200 attached		See Schedule 200 attached			
25	Theaters						
	1-500 seats or stalls	\$23.00		\$23		per year	
	501-1000 seats or stalls	\$30.00		\$30		per year	
	1001 or more seats or stalls	\$45.00		\$45		per year	
26	Nightclubs, cabarets, etc.	See Schedule 100 attached		See Schedule 100 attached			
27	Class I entertainment license without a valid theater or night club license for same location						
	First Year	\$263.00		\$263		first year	
	Annual Renewal	\$210.00		\$210		annual renewal	
28	Class II Entertainment License						
	First Year	\$90.00		\$90		first year	
	Annual Renewal	\$75.00		\$75		annual renewal	
29	Class III entertainment license without a valid theater or night club license for the same location						
	First Year	\$413.00		\$413		first year	
	Annual Renewal	\$360.00		\$360		annual renewal	
30	Massage establishment	See Schedule 200 attached		See Schedule 200 attached			
31	Contractors - State licensed	\$45.00		\$45		per year	
32	Detective Agency	\$150.00		\$150		per year	
33	Itinerant merchant	\$225.00		\$225		per year, max 190 days	
34	Peddlers	\$113.00		\$113		per year plus \$5	
35	Secondhand dealer	\$150.00		\$150		per year	
36	Principal solicitors certificate	\$113.00		\$113			
37	Miniature golf course	See Schedule 200 attached		See Schedule 200 attached			
38	Christmas tree lots	\$150.00		\$150		plus all other applicable fees per lot per sale	
39	Pumpkin sales lots	\$150.00		\$150		plus all other applicable fees per lot per sale	
40	Seasonal items sales lots	\$150.00		\$150		plus all other applicable fees per lot per sale	
41	Bingo	\$50.00		\$50			

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description	Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	Total	Cost of Service					Cost of Svc
							\$146	\$154	\$157	\$172	\$172	
							Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	
42 Amplified Music Permit	0.50					0.50	\$73					\$73
43 City Flag												
44 Block Party Request	0.50					0.50	\$73					\$73
45 Utility service deposit - commercial, industrial and residential												
46 Service turn-on fee (for each service)												
Electric	0.08		0.10	0.10		0.29	\$12		\$16	\$18		\$46
Water	0.08		0.10	0.10		0.29	\$12		\$16	\$18		\$46
47 Billing service charge for late payment - residential, commercial and industrial					0.08	0.08					\$14	\$14
48 Delinquent Service Letter (48 hour notice)		0.33				0.33		\$51				\$51
49 Fees for the verification of electric meter address (aka "ring out")												
Per Address Visit	0.08		0.33	0.42		0.83	\$12		\$52	\$72		\$136
Per Meter			0.03	0.03		0.07			\$5	\$6		\$11
50 Utility Billing Splitting or Combining Accounts	0.50		0.50			1.00	\$73		\$79			\$152
51 Municipal Services Information Each Document												
52 Special Request (Research Required)												
53 10-day letter for house meter for up to 10 units		0.50	0.33			0.83		\$77	\$52			\$129
For each full or partial increment of 10 thereafter		0.13				0.13		\$19				\$19
54 Meter reading more than once per month												
55 1st meter per location	0.33		0.25			0.58	\$48		\$39			\$87
56 Delinquent Reconnect Fee	0.17		0.33			0.50	\$24		\$52			\$77

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
42	Amplified Music Permit	\$70.00	96%	\$73	100%		
43	City Flag	Actual Cost		Actual Cost			
44	Block Party Request	No Charge	0%	No Charge	0%		
45	Utility service deposit - commercial, industrial and residential	Est. 3 mo. usage		Est. 3 mo. usage		based on history and/or projected load	
46	Service turn-on fee (for each service)						
	Electric	\$43.00	93%	\$46	100%		
	Water	\$43.00	93%	\$46	100%		
47	Billing service charge for late payment - residential, commercial and industrial	Greater of \$14 or 1.5%	100%	Greater of \$14 or 1.5%	100%		
48	Delinquent Service Letter (48 hour notice)	\$50.00		\$51	100%	per account	
49	Fees for the verification of electric meter address (aka "ring out")						
	Per Address Visit	\$126.00	93%	\$136	100%	per address	
	Per Meter	\$5.00	46%	\$5	46%	per meter	
50	Utility Billing Splitting or Combining Accounts	\$150.00	99%	\$152	100%	per account	
51	Municipal Services Information Each Document	Actual cost of compilation		Actual cost of compilation			
52	Special Request (Research Required)						
53	10-day letter for house meter for up to 10 units	\$128.00	99%	\$129	100%		
	For each full or partial increment of 10 thereafter	\$18.00	94%	\$19	100%		
54	Meter reading more than once per month						
55	1st meter per location	\$84.00	96%	\$87	100%		
56	Delinquent Reconnect Fee	\$76.00	99%	\$77	100%	per account	

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	Total	Cost of Service					Cost of Svc
								\$146	\$154	\$157	\$172	\$172	
								Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	
57	Schedule No. 100 - Commercial/Industrial												
	1												
	2-5												
	6-10												
	11-15												
	16-20												
	21-25												
	26-30												
	31-40												
	41-55												
	56-75												
	76-100												
	101+												
58	Schedule No. 200 - Professional												
	1												
	2-3												
	4-6												
	7-10												
	11-20												
	21-25												
	26-35												
	36-40												
	41-45												
	46-50												
	51-55												
	55+												

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
57	Schedule No. 100 - Commercial/Industrial						
	1	\$15.00		\$15			
	2-5	\$30.00		\$30			
	6-10	\$70.00		\$70			
	11-15	\$90.00		\$90			
	16-20	\$115.00		\$115			
	21-25	\$175.00		\$175			
	26-30	\$225.00		\$225			
	31-40	\$280.00		\$280			
	41-55	\$330.00		\$330			
	56-75	\$380.00		\$380			
	76-100	\$460.00		\$460			
	101+	\$500.00		\$500			
58	Schedule No. 200 - Professional						
	1	\$15.00		\$15			
	2-3	\$30.00		\$30			
	4-6	\$70.00		\$70			
	7-10	\$90.00		\$90			
	11-20	\$115.00		\$115			
	21-25	\$175.00		\$175			
	26-35	\$225.00		\$225			
	36-40	\$280.00		\$280			
	41-45	\$330.00		\$330			
	46-50	\$380.00		\$380			
	51-55	\$460.00		\$460			
	55+	\$500.00		\$500			

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	Total	Cost of Service					Cost of Svc
								\$146	\$154	\$157	\$172	\$172	
								Cust Svc Rep	Sr Cust Svc Rep	Utility Field Svc Wrkr	Utility Field Svcs Sup	Utility Svcs Tech	
59	Schedule No. 300 - Manufacturing												
	1-3												
	4-20												
	21-30												
	31-50												
	51-75												
	76-100												
	101-125												
	126-175												
	176-225												
	226-300												
	301-400												
	401+												

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Finance / Municipal Services  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
59	Schedule No. 300 - Manufacturing						
	1-3	\$15.00		\$15			
	4-20	\$45.00		\$45			
	21-30	\$65.00		\$65			
	31-50	\$100.00		\$100			
	51-75	\$135.00		\$135			
	76-100	\$175.00		\$175			
	101-125	\$225.00		\$225			
	126-175	\$280.00		\$280			
	176-225	\$330.00		\$330			
	226-300	\$380.00		\$380			
	301-400	\$460.00		\$460			
	401+	\$500.00		\$500			



**City of  
Santa Clara**  
The Center of What's Possible

**Fire Department Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost Allocation - Fire - Department Administration

FY 22/23 Forecast Expenses [a]		Program	7811			
Fund #	Fund Desc	Account Desc	Fire - Admin	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$1,161,084	\$0	\$1,161,084	
001	General Fund	87011 - Salary Attrition and VTO	(\$4,503)	\$0	(\$4,503)	
001	General Fund	87017 - Premium Pay	\$50	\$0	\$50	
001	General Fund	87030 - S & W - O.T. Vacation Relief	(\$2,679)	\$0	(\$2,679)	
001	General Fund	87040 - Salary And Wages - Holiday Pay	\$29,970	\$0	\$29,970	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	(\$45,636)	\$0	(\$45,636)	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$1,138,286</b>	<b>\$0</b>	<b>\$1,138,286</b>	
001	General Fund	87211 - PERS - Safety	\$348,065	\$0	\$348,065	
001	General Fund	87212 - PERS - Misc	\$196,438	\$0	\$196,438	
001	General Fund	87221 - Medicare	\$17,942	\$0	\$17,942	
001	General Fund	87222 - Social Security	\$36,233	\$0	\$36,233	
001	General Fund	87224 - Medicare OT	\$6,000	\$0	\$6,000	
001	General Fund	87230 - Health Allocation	\$90,846	\$0	\$90,846	
001	General Fund	87241 - Dental - City Paid	\$2,055	\$0	\$2,055	
001	General Fund	87242 - Long Term Disability-City Paid	\$2,961	\$0	\$2,961	
001	General Fund	87243 - Vision- City Paid	\$714	\$0	\$714	
001	General Fund	87250 - Basic Life Insurance	\$408	\$0	\$408	
001	General Fund	87270 - Uniform Allowance	\$520	\$0	\$520	
001	General Fund	87271 - VEBA	\$9,300	\$0	\$9,300	
001	General Fund	87272 - EAP	\$368	\$0	\$368	
001	General Fund	87273 - Professional Development	\$1,000	\$0	\$1,000	
001	General Fund	87275 - Mobile Phone Allowance	\$960	\$0	\$960	
001	General Fund	87276 - BCN	\$864	\$0	\$864	
001	General Fund	87390 - OPEB	\$26,573	\$0	\$26,573	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$741,247</b>	<b>\$0</b>	<b>\$741,247</b>	
001	General Fund	87500 - Operating Supplies	\$23,457	\$0	\$23,457	
001	General Fund	87810 - Utilities Expenses	\$236,221	\$0	\$236,221	
001	General Fund	87825 - Conference, Travel and Training	(\$5,058)	\$0	(\$5,058)	
001	General Fund	87870 - Contractual Serv Not Class	\$102,648	\$0	\$102,648	
001	General Fund	87900 - Rent Expense	\$11,142	\$0	\$11,142	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$368,410</b>	<b>\$0</b>	<b>\$368,410</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$34,145	\$0	\$34,145	
001	General Fund	87650 - Technical Services Maintenance	\$1,227,055	\$0	\$1,227,055	
001	General Fund	87660 - Workers Comp Insurance	\$58,025	\$0	\$58,025	
001	General Fund	87680 - Unemployment Insurance	\$1,312	\$0	\$1,312	
001	General Fund	87740 - Vehicle Equipment Amortization	\$15,284	\$0	\$15,284	
001	General Fund	87840 - Insurance And Surety Bonds	\$48,914	\$0	\$48,914	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$1,384,735</b>	<b>\$0</b>	<b>\$1,384,735</b>	
<b>Subtotal</b>			<b>\$3,632,678</b>	<b>\$0</b>	<b>\$3,632,678</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost Allocation - Fire - Department Administration  
Adjustments for Fully-Burdened Hourly Rate Calculation

**Allocation of Citywide Overhead**

Description	Fire - Admin	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$1,865,118	\$0	\$1,865,118	[b]
Adjustment for FY 2022/23	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$1,902,420</b>	<b>\$0</b>	<b>\$1,902,420</b>	

**Total Costs for Allocation**

Description	Total	Adjustment	Total	Notes
Department Administration	\$5,535,098	\$0	\$5,535,098	[d]
<b>Subtotal</b>	<b>\$5,535,098</b>	<b>\$0</b>	<b>\$5,535,098</b>	

**Allocation to Direct Service Divisions**

Description	Subtotal	Adjustment	Total	Share	Notes
Administration	7.50	(7.50)	0.00	0%	
Emergency Medical Services	2.00	0.00	2.00	1%	
Training	4.00	0.00	4.00	3%	
Field Operation	120.00	0.00	120.00	82%	
Community Risk Reduction	20.00	0.00	20.00	14%	
Office of Emergency Services	1.00	0.00	1.00	1%	
<b>Total</b>	<b>154.50</b>	<b>(7.50)</b>	<b>147.00</b>	<b>100%</b>	

**Allocation to Direct Service Divisions**

Description	Total	Notes
Administration	\$0	
Emergency Medical Services	\$75,307	
Training	\$150,615	
Field Operation	\$4,518,448	
Community Risk Reduction	\$753,075	
Office of Emergency Services	\$37,654	
<b>Total</b>	<b>\$5,535,098</b>	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] To account for support provided but not directly budgeted to direct service units.

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Fire - Community Risk Reduction

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Fire Marshal	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$140	\$290,347
Assistant Fire Marshal	1.00	2,080	216	1,864	1,864	25%	75%	100%	466	1,398	1,864	\$130	\$269,526
Fire Protection Engineer	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$86	\$359,341
Deputy Fire Marshal III	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$98	\$407,514
Deputy Fire Marshal II	5.00	2,080	216	1,864	9,320	15%	85%	100%	1,398	7,922	9,320	\$93	\$970,112
Deputy Fire Marshal I	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$85	\$351,728
Fire Prevention Specialist II	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$75	\$310,461
Fire Prevention Specialist I	2.00	2,080	216	1,864	3,728	15%	85%	100%	559	3,169	3,728	\$43	\$177,008
Staff Aide I	1.00	2,080	216	1,864	1,864	15%	85%	100%	280	1,584	1,864	\$48	\$98,842
Office Specialist II	2.00	2,080	216	1,864	3,728	100%	0%	100%	3,728	-	3,728	\$41	\$171,059
<b>Total</b>	<b>20.00</b>				<b>37,280</b>				<b>9,786</b>	<b>27,494</b>	<b>37,280</b>		\$3,405,938
<b>Total</b>									<b>26%</b>	<b>74%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Fire - Community Risk Reduction

FY 22/23 Forecast Expenses [a]		Program	7832	7833				
Fund #	Fund Desc	Account Desc	Fire Prev & Haz Mat	Fire Prev - CUPA	Subtotal	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$2,119,303	\$1,124,350	\$3,243,653	\$0	\$3,243,653	
001	General Fund	87011 - Salary Attrition and VTO	(\$5,443)	(\$2,816)	(\$8,259)	\$0	(\$8,259)	
001	General Fund	87020 - Salary And Wages - As Needed	\$32,137	\$0	\$32,137	\$0	\$32,137	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$59,988	\$0	\$59,988	\$0	\$59,988	
001	General Fund	87040 - Salary And Wages - Holiday Pay	\$12,460	\$11,541	\$24,001	\$0	\$24,001	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	\$0	\$0	\$0	\$0	\$0	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$2,218,445</b>	<b>\$1,133,075</b>	<b>\$3,351,520</b>	<b>\$0</b>	<b>\$3,351,520</b>	
001	General Fund	87211 - PERS - Safety	\$715,324	\$584,632	\$1,299,956	\$0	\$1,299,956	
001	General Fund	87212 - PERS - Misc	\$302,625	\$34,571	\$337,196	\$0	\$337,196	
001	General Fund	87221 - Medicare	\$31,602	\$16,790	\$48,392	\$0	\$48,392	
001	General Fund	87222 - Social Security	\$47,818	\$6,130	\$53,948	\$0	\$53,948	
001	General Fund	87224 - Medicare OT	\$776	\$0	\$776	\$0	\$776	
001	General Fund	87230 - Health Allocation	\$179,111	\$66,875	\$245,986	\$0	\$245,986	
001	General Fund	87241 - Dental - City Paid	\$2,192	\$548	\$2,740	\$0	\$2,740	
001	General Fund	87242 - Long Term Disability-City Paid	\$3,611	\$551	\$4,162	\$0	\$4,162	
001	General Fund	87243 - Vision- City Paid	\$833	\$119	\$952	\$0	\$952	
001	General Fund	87250 - Basic Life Insurance	\$888	\$228	\$1,116	\$0	\$1,116	
001	General Fund	87270 - Uniform Allowance	\$4,810	\$1,885	\$6,695	\$0	\$6,695	
001	General Fund	87271 - VEBA	\$25,200	\$15,600	\$40,800	\$0	\$40,800	
001	General Fund	87272 - EAP	\$637	\$294	\$931	\$0	\$931	
001	General Fund	87273 - Professional Development	\$500	\$500	\$1,000	\$0	\$1,000	
001	General Fund	87276 - BCN	\$2,592	\$2,160	\$4,752	\$0	\$4,752	
001	General Fund	87280 - City Paid Deferred Comp Exp	\$6,000	\$0	\$6,000	\$0	\$6,000	
001	General Fund	87390 - OPEB	\$46,059	\$21,258	\$67,317	\$0	\$67,317	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$1,370,578</b>	<b>\$752,141</b>	<b>\$2,122,719</b>	<b>\$0</b>	<b>\$2,122,719</b>	
001	General Fund	87500 - Operating Supplies	\$70,428	\$8,489	\$78,917	\$0	\$78,917	
001	General Fund	87825 - Conference, Travel and Training	\$18,890	\$13,265	\$32,155	\$0	\$32,155	
001	General Fund	87870 - Contractual Serv Not Class	\$37,142	\$0	\$37,142	\$0	\$37,142	
001	General Fund	87900 - Rent Expense	\$3,503	\$0	\$3,503	\$0	\$3,503	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$129,963</b>	<b>\$21,754</b>	<b>\$151,717</b>	<b>\$0</b>	<b>\$151,717</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$37,939	\$16,213	\$54,152	\$0	\$54,152	
001	General Fund	87650 - Technical Services Maintenance	\$15,612	\$7,205	\$22,817	\$0	\$22,817	
001	General Fund	87660 - Workers Comp Insurance	\$83,074	\$43,989	\$127,063	\$0	\$127,063	
001	General Fund	87680 - Unemployment Insurance	\$1,878	\$995	\$2,873	\$0	\$2,873	
001	General Fund	87740 - Vehicle Equipment Amortization	\$3,108	\$7,842	\$10,950	\$0	\$10,950	
001	General Fund	87840 - Insurance And Surety Bonds	\$70,030	\$37,082	\$107,112	\$0	\$107,112	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$211,641</b>	<b>\$113,326</b>	<b>\$324,967</b>	<b>\$0</b>	<b>\$324,967</b>	
<b>Subtotal</b>			<b>\$3,930,627</b>	<b>\$2,020,296</b>	<b>\$5,950,923</b>	<b>\$0</b>	<b>\$5,950,923</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Fire Prev & Haz Mat	Fire Prev - CUPA	Subtotal	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$534,862	\$102,816	\$637,678	\$0	\$637,678	[b]
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$545,560</b>	<b>\$104,872</b>	<b>\$650,432</b>	<b>\$0</b>	<b>\$650,432</b>	

**Department Administration Costs Assigned to Fire Prev, Haz Mat, and CUPA**

Description	Total	Notes
Department Administration	\$753,075	[d]
<b>Subtotal</b>	<b>\$753,075</b>	

**Allocation Share for Department Administration Costs Assigned to Fire Prev, Haz Mat, and CUPA**

Description	Total Salaries	Share	Notes
7832 - Fire Prevention & Haz Mat	\$2,119,303	65%	
7833 - Fire CUPA	\$1,124,350	35%	
<b>Subtotal</b>	<b>\$3,243,653</b>	<b>100%</b>	

**Allocation of Department Administration**

Description	Fire Prev & Haz Mat	Fire Prev - CUPA	Total	Notes
Allocation of Department Administration	\$492,036	\$261,039	\$753,075	[b]

**Total Divisional Costs**

Description	Fire Prev & Haz Mat	Fire Prev - CUPA	Total	Notes
<b>Total</b>	<b>\$4,968,222</b>	<b>\$2,386,207</b>	<b>\$7,354,430</b>	

**Calculation of Fully-Burdened Hourly Rate**

Description	Total
Divisional Expenses	\$7,354,430
Direct Hours	27,494
<b>Total</b>	<b>\$267</b>

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
<b>Total</b>	20.00	2,080	41,600	\$3,405,938	\$82	\$267	3.27	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Total
Personnel	\$5,474,239	74%
Equipment	\$0	0%
Materials / Supplies	\$476,684	6%
Other Costs	\$0	0%
Overhead	\$1,403,507	19%
<b>Total</b>	<b>\$7,354,430</b>	<b>100%</b>

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] To account for department admin support provided but not directly budgeted to direct service units. See Fire Department - Department Administration cost allocation worksheet.

Fee Description		Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
<b>Construction Permits</b>								
1	Alternate Materials and Methods Review	8.00	x	\$267	=	\$2,136	\$1,297	61%
2	Automatic Fire Extinguishing Systems: Special Hazard Systems (including Halon, Wet and Dry Chemical Systems, CO2, Foam and Similar Systems)	7.00	x	\$267	=	\$1,869	\$1,361	73%
3	Automatic Fire Extinguishing Systems: Hood & Duct	5.00	x	\$267	=	\$1,335	\$865	65%
4	Automatic Fire Sprinkler Systems - New							
	a) 1-49 heads	5.00	x	\$267	=	\$1,335	\$1,081	81%
	b) 50-100 heads	8.00	x	\$267	=	\$2,136	\$1,729	81%
	c) 101-200 heads	13.00	x	\$267	=	\$3,471	\$2,811	81%
	d) Each additional 100 heads (>200 heads)	3.00	x	\$267	=	\$801	\$648	81%
5	Automatic Fire Sprinkler Systems - Existing							
	a) 1-49 heads, no calculations	4.00	x	\$267	=	\$1,068	\$648	61%
	b) 50-100 heads, no calculations	4.00	x	\$267	=	\$1,068	\$864	81%
	c) 1-49 heads, with calculations	6.50	x	\$267	=	\$1,736	\$1,405	81%
	d) 50-100 heads, with calculations	7.50	x	\$267	=	\$2,003	\$1,621	81%
	e) 101-200 heads, with calculations	12.00	x	\$267	=	\$3,204	\$2,595	81%
	f) Each additional 100 heads (>200 heads)	1.50	x	\$267	=	\$401	\$323	81%
6	Battery Systems	6.00	x	\$267	=	\$1,602	\$1,080	67%
7	Building Plan Check	varies	x	\$267	=	35% of Building Fee; Min. 3.5 hours	30% of Building Fee; Min. \$756	varies
8	Carnivals and Fairs	5.00	x	\$267	=	\$1,335	\$648	49%
9	Closure of an Onsite Hazardous Waste Treatment System							
	a) Conditionally Authorized and Conditionally Exempt	4.00	x	\$267	=	\$1,068	\$746	70%
	b) Permit by Rule	5.00	x	\$267	=	\$1,335	\$912	68%
10	Compressed Gas Installation	7.00	x	\$267	=	\$1,869	\$1,323	71%
11	Cooking Oil Storage Tanks	5.00	x	\$267	=	\$1,335	\$1,080	81%
12	Demolition of Building	5.00	x	\$267	=	\$1,335	\$648	49%
13	Emergency Responder Radio Coverage System	18.00	x	\$267	=	\$4,806	\$3,395	71%

Fee Description		Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
<b>Construction Permits</b>					
1	Alternate Materials and Methods Review	\$1,577	74%	\$280	22%
2	Automatic Fire Extinguishing Systems: Special Hazard Systems (including Halon, Wet and Dry Chemical Systems, CO2, Foam and Similar Systems)	\$1,530	82%	\$169	12%
3	Automatic Fire Extinguishing Systems: Hood & Duct	\$1,022	77%	\$157	18%
4	Automatic Fire Sprinkler Systems - New				
	a) 1-49 heads	\$1,166	87%	\$85	8%
	b) 50-100 heads	\$1,865	87%	\$136	8%
	c) 101-200 heads	\$3,031	87%	\$220	8%
	d) Each additional 100 heads (>200 heads)	\$699	87%	\$51	8%
5	Automatic Fire Sprinkler Systems - Existing				
	a) 1-49 heads, no calculations	\$788	74%	\$140	22%
	b) 50-100 heads, no calculations	\$932	87%	\$68	8%
	c) 1-49 heads, with calculations	\$1,515	87%	\$110	8%
	d) 50-100 heads, with calculations	\$1,748	87%	\$127	8%
	e) 101-200 heads, with calculations	\$2,798	87%	\$203	8%
	f) Each additional 100 heads (>200 heads)	\$349	87%	\$26	8%
6	Battery Systems	\$1,254	78%	\$174	16%
7	Building Plan Check	35% of Building Fee; Min. \$831	86%	\$75	10%
8	Carnivals and Fairs	\$877	66%	\$229	35%
9	Closure of an Onsite Hazardous Waste Treatment System				
	a) Conditionally Authorized and Conditionally Exempt	\$853	80%	\$107	14%
	b) Permit by Rule	\$1,053	79%	\$141	15%
10	Compressed Gas Installation	\$1,505	81%	\$182	14%
11	Cooking Oil Storage Tanks	\$1,165	87%	\$85	8%
12	Demolition of Building	\$877	66%	\$229	35%
13	Emergency Responder Radio Coverage System	\$3,865	80%	\$470	14%

City of Santa Clara

Cost of Service Study for Analyzing User and Regulatory Fees

Calculation of the Cost of Providing Fee Related Services - Fire - Community Risk Reduction Fees

Fee Description	Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
14 Emergency Alarm Systems							
a) New System - No Gas Detection	8.00	x	\$267	=	\$2,136	\$1,729	81%
b) Modification - No Gas Detection	4.00	x	\$267	=	\$1,068	\$1,080	101%
c) New System - Including Gas Detection	10.00	x	\$267	=	\$2,670	\$2,161	81%
d) Modification - Including Gas Detection	5.00	x	\$267	=	\$1,335	\$1,296	97%
15 Engineering Referrals (Parcel maps, public roads, public fire hydrants)	4.00	x	\$267	=	\$1,068	\$432	40%
16 Environmental Study Initial Review (includes 6 hours of review)	8.00	x	\$267	=	\$2,136	\$1,509	71%
17 Environmental Study Each Additional Hour after Initial Review	1.00	x	\$267	=	\$267	\$216	81%
18 Exhibit and Trade Shows	6.00	x	\$267	=	\$1,602	\$864	54%
19 Fire Alarm Systems (Non-high rise and R-2 Occupancies)							
a) 1-20 Devices	4.00	x	\$267	=	\$1,068	\$864	81%
b) 21-40 Devices	6.00	x	\$267	=	\$1,602	\$1,297	81%
c) 41-100 Devices	10.00	x	\$267	=	\$2,670	\$2,161	81%
d) 101-200 Devices	13.00	x	\$267	=	\$3,471	\$2,811	81%
e) Each additional 50 devices (>200 devices)	2.00	x	\$267	=	\$534	\$432	81%
20 Fire Alarm Systems with pre-wire inspection required (High Rise and R-2 occupancies)							
a) 1-20 Devices	5.00	x	\$267	=	\$1,335	\$1,080	81%
b) 21-40 Devices	8.00	x	\$267	=	\$2,136	\$1,729	81%
c) 41-100 Devices	12.00	x	\$267	=	\$3,204	\$2,595	81%
d) 101-200 Devices	15.00	x	\$267	=	\$4,005	\$3,244	81%
e) Each additional 50 devices (>200 devices)	3.00	x	\$267	=	\$801	\$648	81%
21 Fire Pump Installation	12.00	x	\$267	=	\$3,204	\$2,595	81%
22 High-Rise Fire Protection Water Storage Tank							
a) 1st Tank	5.50	x	\$267	=	\$1,469	\$1,189	81%
b) each additional tank	2.00	x	\$267	=	\$534	\$432	81%
23 Hazardous Materials Closure Plan							
a) Facility/Site	20.00	x	\$267	=	\$5,340	\$3,781	71%
b) Equipment	10.00	x	\$267	=	\$2,670	\$1,889	71%
24 Hazardous Material Tool/Equipment Installation	10.00	x	\$267	=	\$2,670	\$2,161	81%
25 High-Piled Combustible Storage	8.00	x	\$267	=	\$2,136	\$1,729	81%

Fee Description	Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
14 Emergency Alarm Systems				
a) New System - No Gas Detection	\$1,865	87%	\$136	8%
b) Modification - No Gas Detection	\$1,068	100%	(\$12)	-1%
c) New System - Including Gas Detection	\$2,331	87%	\$170	8%
d) Modification - Including Gas Detection	\$1,309	98%	\$13	1%
15 Engineering Referrals (Parcel maps, public roads, public fire hydrants)	\$644	60%	\$212	49%
16 Environmental Study Initial Review (includes 6 hours of review)	\$1,718	80%	\$209	14%
17 Environmental Study Each Additional Hour after Initial Review	\$233	87%	\$17	8%
18 Exhibit and Trade Shows	\$1,110	69%	\$246	28%
19 Fire Alarm Systems (Non-high rise and R-2 Occupancies)				
a) 1-20 Devices	\$932	87%	\$68	8%
b) 21-40 Devices	\$1,399	87%	\$102	8%
c) 41-100 Devices	\$2,331	87%	\$170	8%
d) 101-200 Devices	\$3,031	87%	\$220	8%
e) Each additional 50 devices (>200 devices)	\$466	87%	\$34	8%
20 Fire Alarm Systems with pre-wire inspection required (High Rise and R-2 occupancies)				
a) 1-20 Devices	\$1,165	87%	\$85	8%
b) 21-40 Devices	\$1,865	87%	\$136	8%
c) 41-100 Devices	\$2,798	87%	\$203	8%
d) 101-200 Devices	\$3,498	87%	\$254	8%
e) Each additional 50 devices (>200 devices)	\$699	87%	\$51	8%
21 Fire Pump Installation	\$2,798	87%	\$203	8%
22 High-Rise Fire Protection Water Storage Tank				
a) 1st Tank	\$1,282	87%	\$93	8%
b) each additional tank	\$466	87%	\$34	8%
23 Hazardous Materials Closure Plan				
a) Facility/Site	\$4,301	81%	\$520	14%
b) Equipment	\$2,149	80%	\$260	14%
24 Hazardous Material Tool/Equipment Installation	\$2,331	87%	\$170	8%
25 High-Piled Combustible Storage	\$1,865	87%	\$136	8%

Fee Description	Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
26 Knox Box Installation	1.50	x	\$267	=	\$401	n/a	
27 Liquefied Petroleum Gases Installation Per Tank	4.00	x	\$267	=	\$1,068	\$864	81%
28 Methane Venting and Detection Systems	14.00	x	\$267	=	\$3,738	\$3,027	81%
29 Open Burnings (open flames, torches, candles)	3.00	x	\$267	=	\$801	\$648	81%
30 Ovens: Industrial Baking and/or Drying per oven	4.00	x	\$267	=	\$1,068	\$864	81%
31 Community Development (Planning) Department Referrals	4.00	x	\$267	=	\$1,068	\$865	81%
32 Pyrotechnic / Special Effects Display	7.00	x	\$267	=	\$1,869	\$1,513	81%
33 Pyrotechnics Special Effects Proximal to Audience	12.00	x	\$267	=	\$3,204	\$2,595	81%
34 Refrigeration System	6.00	x	\$267	=	\$1,602	\$864	54%
35 Access Control and Traffic Calming Devices Gates and Barricades across fire apparatus access roads	4.50	x	\$267	=	\$1,202	\$432	36%
36 Smoke Control System	20.00	x	\$267	=	\$5,340	\$4,325	81%
37 Standpipe Systems: Wet, Combination and Horizontal	5.00	x	\$267	=	\$1,335	\$1,080	81%
38 Storage Tanks - Hazardous Materials: Underground and Above Ground Tank Installations (1st tank)	9.00	x	\$267	=	\$2,403	\$1,700	71%
39 Underground and Above Ground Tank Installations (each additional tank after the 1st)	4.00	x	\$267	=	\$1,068	\$756	71%
40 Storage Tanks - Hazardous Materials: Underground and Above Ground Tank Removals (1st tank)	9.00	x	\$267	=	\$2,403	\$1,700	71%
41 Underground and Above Ground Tank Removals (each additional tank after the 1st)	4.00	x	\$267	=	\$1,068	\$756	71%
42 Underground and Above Ground Tank Modifications	5.00	x	\$267	=	\$1,335	\$945	71%
43 First Tent, Canopy or Air Supported Structure	4.00	x	\$267	=	\$1,068	\$865	81%
44 Each Additional Tent, Canopy or Air Supported Structure	1.50	x	\$267	=	\$401	\$324	81%
45 Special Event Structure	10.00	x	\$267	=	\$2,670	\$2,160	81%
46 Underground Fire Service Systems							
a) Fire Sprinkler System (no hydrants)	7.00	x	\$267	=	\$1,869	\$1,513	81%
b) Fire Sprinkler System with hydrants	9.00	x	\$267	=	\$2,403	\$2,161	90%
c) Repairs	4.00	x	\$267	=	\$1,068	\$864	81%

Fee Description	Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
26 Knox Box Installation	\$349	87%	n/a	
27 Liquefied Petroleum Gases Installation Per Tank	\$932	87%	\$68	8%
28 Methane Venting and Detection Systems	\$3,264	87%	\$237	8%
29 Open Burnings (open flames, torches, candles)	\$699	87%	\$51	8%
30 Ovens: Industrial Baking and/or Drying per oven	\$932	87%	\$68	8%
31 Community Development (Planning) Department Referrals	\$932	87%	\$67	8%
32 Pyrotechnic / Special Effects Display	\$1,632	87%	\$119	8%
33 Pyrotechnics Special Effects Proximal to Audience	\$2,798	87%	\$203	8%
34 Refrigeration System	\$1,110	69%	\$246	28%
35 Access Control and Traffic Calming Devices Gates and Barricades across fire apparatus access roads	\$689	57%	\$257	59%
36 Smoke Control System	\$4,663	87%	\$338	8%
37 Standpipe Systems: Wet, Combination and Horizontal	\$1,165	87%	\$85	8%
38 Storage Tanks - Hazardous Materials: Underground and Above Ground Tank Installations (1st tank)	\$1,934	80%	\$234	14%
39 Underground and Above Ground Tank Installations (each additional tank after the 1st)	\$860	81%	\$104	14%
40 Storage Tanks - Hazardous Materials: Underground and Above Ground Tank Removals (1st tank)	\$1,934	80%	\$234	14%
41 Underground and Above Ground Tank Removals (each additional tank after the 1st)	\$860	81%	\$104	14%
42 Underground and Above Ground Tank Modifications	\$1,075	81%	\$130	14%
43 First Tent, Canopy or Air Supported Structure	\$933	87%	\$68	8%
44 Each Additional Tent, Canopy or Air Supported Structure	\$350	87%	\$26	8%
45 Special Event Structure	\$2,330	87%	\$170	8%
46 Underground Fire Service Systems				
a) Fire Sprinkler System (no hydrants)	\$1,632	87%	\$119	8%
b) Fire Sprinkler System with hydrants	\$2,242	93%	\$81	4%
c) Repairs	\$932	87%	\$68	8%

Fee Description	Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
47 Automatic Fire Sprinkler Systems							
a) Residential 13D - Initial Submittal Plan Review Required	6.00	x	\$267	=	\$1,602	\$1,133	71%
b) Residential 13D - Secondary Submittal - No Plan Review Required	3.00	x	\$267	=	\$801	\$648	81%
c) Automatic Fire Protection System for Spray Booths	6.00	x	\$267	=	\$1,602	\$1,297	81%
48 On-Demand Mobile Fueling Site Permit	8.00	x	\$267	=	\$2,136	\$1,729	81%
49 2-Way Elevator Permit	6.00	x	\$267	=	\$1,602	\$864	54%
50 Solar Photovoltaic Power Systems							
a) Commercial	8.00	x	\$267	=	\$2,136	\$865	40%
b) Residential	2.00	x	\$267	=	\$534	\$432	81%
51 Phased Permitting / Occupancy Plan	12.00	x	\$267	=	\$3,204	\$2,595	81%
52 Access Controlled Egress	6.00	x	\$267	=	\$1,602	\$864	54%
53 Fire Safety Demolition/Construction Plan	6.00	x	\$267	=	\$1,602	\$648	40%
54 Hazardous Materials Tool/Equipment Modification	6.00	x	\$267	=	\$1,602	\$1,297	81%
55 Energy Storage Systems							
a) Energy Storage Systems	6.00	x	\$267	=	\$1,602	\$1,296	81%
b) Energy Storage Systems - Residential (R3)	2.00	x	\$267	=	\$534	\$432	81%
56 Plant Extraction Systems	8.00	x	\$267	=	\$2,136	\$1,729	81%
57 Special Events Structure	<del>8.00</del>	<del>x</del>	<del>\$267</del>	<del>=</del>	<del>\$2,136</del>	<del>\$432</del>	<del>20%</del>
58 Plan Revision / Resubmittal Fee	2.00	x	\$267	=	\$534	\$432	81%
59 Firefighter Air Replenishment System	12.00	x	\$267	=	\$3,204	\$1,340	42%
60 Carbon Dioxide Beverage Dispensing System	5.00	x	\$267	=	\$1,335	\$903	68%
61 Design Review / Consultation (per hour)	1.00	x	\$267	=	\$267	\$216	81%
62 Miscellaneous Inspections or Plan Reviews per hour	1.00	x	\$267	=	\$267	\$216	81%
63 Overtime Inspection	3.00	x	\$320	=	\$961	\$925	96%
64 Overtime Plan Review	3.00	x	\$320	=	\$961	\$925	96%
65 Outdoor Assembly Event	5.00	x	\$267	=	\$1,335	\$864	65%
66 Licensed Care Facility (Pre-Inspection)	2.00	x	\$267	=	\$534	\$432	81%

Fee Description	Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
47 Automatic Fire Sprinkler Systems				
a) Residential 13D - Initial Submittal Plan Review Required	\$1,289	80%	\$156	14%
b) Residential 13D - Secondary Submittal - No Plan Review Required	\$699	87%	\$51	8%
c) Automatic Fire Protection System for Spray Booths	\$1,399	87%	\$102	8%
48 On-Demand Mobile Fueling Site Permit	\$1,865	87%	\$136	8%
49 2-Way Elevator Permit	\$1,110	69%	\$246	28%
50 Solar Photovoltaic Power Systems				
a) Commercial	\$1,288	60%	\$423	49%
b) Residential	\$466	87%	\$34	8%
51 Phased Permitting / Occupancy Plan	\$2,798	87%	\$203	8%
52 Access Controlled Egress	\$1,110	69%	\$246	28%
53 Fire Safety Demolition/Construction Plan	\$966	60%	\$318	49%
54 Hazardous Materials Tool/Equipment Modification	\$1,399	87%	\$102	8%
55 Energy Storage Systems				
a) Energy Storage Systems	\$1,398	87%	\$102	8%
b) Energy Storage Systems - Residential (R3)	\$466	87%	\$34	8%
56 Plant Extraction Systems	\$1,865	87%	\$136	8%
57 Special Events Structure	\$1,000	47%	\$568	131%
58 Plan Revision / Resubmittal Fee	\$466	87%	\$34	8%
59 Firefighter Air Replenishment System	\$1,961	61%	\$621	46%
60 Carbon Dioxide Beverage Dispensing System	\$1,047	78%	\$144	16%
61 Design Review / Consultation (per hour)	\$233	87%	\$17	8%
62 Miscellaneous Inspections or Plan Reviews per hour	\$233	87%	\$17	8%
63 Overtime Inspection	\$937	97%	\$12	1%
64 Overtime Plan Review	\$937	97%	\$12	1%
65 Outdoor Assembly Event	\$1,021	76%	\$157	18%
66 Licensed Care Facility (Pre-Inspection)	\$466	87%	\$34	8%

Fee Description		Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
<b>Operational Permits</b>								
67	Aerosol products	1.30	x	\$267	=	\$347	\$280	81%
68	Additive Manufacturing	1.00	x	\$267	=	\$267		
69	Amusement Park Buildings	1.30	x	\$267	=	\$347	\$281	81%
70	Covered and Open Mall Buildings	4.00	x	\$267	=	\$1,068	\$824	77%
71	Emergency Information Contact - Business License	0.25	x	\$267	=	\$67	n/a	
72	Exhibit and Trade Shows	1.30	x	\$267	=	\$347	\$280	81%
73	Explosives	1.30	x	\$267	=	\$347	\$280	81%
74	Cutting and Welding	1.30	x	\$267	=	\$347	\$280	81%
75	Cellulose Nitrate Storage	1.00	x	\$267	=	\$267	\$216	81%
76	Combustible Dust Producing Operations	2.00	x	\$267	=	\$534	\$432	81%
77	Combustible Fire Fiber Storage	1.00	x	\$267	=	\$267	\$216	81%
78	Combustible Storage - Including tires in excess of 2,500 cubic feet	2.50	x	\$267	=	\$668	\$541	81%
79	Dry Cleaning Plants	1.50	x	\$267	=	\$401	\$324	81%
80	Energy Storage Systems	1.00	x	\$267	=	\$267	\$259	97%
	Fruit Ripening	<del>1.00</del>	x	<del>\$267</del>	=	<del>\$267</del>	<del>\$216</del>	<del>81%</del>
81	High Piled Combustible Storage	2.00	x	\$267	=	\$534	\$432	81%
82	Hot Work Operations	1.00	x	\$267	=	\$267	\$216	81%
83	Lithium Batteries (Collection and Storage over 1,000 pounds)	1.00	x	\$267	=	\$267		
84	Lumber Yard - More than 100,000 board feet	1.00	x	\$267	=	\$267	\$216	81%
85	Magnesium Working - more than 10 lbs. per work day	1.00	x	\$267	=	\$267	\$216	81%
86	Miscellaneous combustible storage	1.30	x	\$267	=	\$347	\$280	81%
87	Organic Coatings	1.50	x	\$267	=	\$401	\$324	81%
88	Industrial Ovens (Industrial baking or drying)	0.50	x	\$267	=	\$134	\$107	80%
89	Places of Assembly	0.75	x	\$267	=	\$200	\$161	80%

Fee Description		Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
<b>Operational Permits</b>					
67	Aerosol products	\$302	87%	\$22	8%
68	Additive Manufacturing	\$267	100%	\$267	
69	Amusement Park Buildings	\$302	87%	\$21	8%
70	Covered and Open Mall Buildings	\$905	85%	\$81	10%
71	Emergency Information Contact - Business License	\$25	37%	n/a	
72	Exhibit and Trade Shows	\$302	87%	\$22	8%
73	Explosives	\$302	87%	\$22	8%
74	Cutting and Welding	\$302	87%	\$22	8%
75	Cellulose Nitrate Storage	\$233	87%	\$17	8%
76	Combustible Dust Producing Operations	\$466	87%	\$34	8%
77	Combustible Fire Fiber Storage	\$233	87%	\$17	8%
78	Combustible Storage - Including tires in excess of 2,500 cubic feet	\$583	87%	\$42	8%
79	Dry Cleaning Plants	\$350	87%	\$26	8%
80	Energy Storage Systems	\$262	98%	\$3	1%
	<b>Fruit Ripening</b>	<b>\$233</b>	<b>87%</b>	<b>\$17</b>	<b>8%</b>
81	High Piled Combustible Storage	\$466	87%	\$34	8%
82	Hot Work Operations	\$233	87%	\$17	8%
83	Lithium Batteries (Collection and Storage over 1,000 pounds)	\$267	100%	\$267	
84	Lumber Yard - More than 100,000 board feet	\$233	87%	\$17	8%
85	Magnesium Working - more than 10 lbs. per work day	\$233	87%	\$17	8%
86	Miscellaneous combustible storage	\$302	87%	\$22	8%
87	Organic Coatings	\$350	87%	\$26	8%
88	Industrial Ovens (Industrial baking or drying)	\$116	87%	\$9	8%
89	Places of Assembly	\$174	87%	\$13	8%

Fee Description		Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
90	Places of Assembly (Temporary - Special Event)	6.00	x	\$267	=	\$1,602	\$1,296	81%
91	Private Fire Hydrants	2.00	x	\$267	=	\$534	\$432	81%
92	Pyroxylin Plastics	2.00	x	\$267	=	\$534	\$432	81%
93	Refrigeration Equipment	1.30	x	\$267	=	\$347	\$280	81%
94	Repair Garages	1.00	x	\$267	=	\$267	\$216	81%
95	Rooftop Heliports	2.00	x	\$267	=	\$534	\$432	81%
96	Smoke Control and Evacuation Systems	3.00	x	\$267	=	\$801	n/a	
97	Spray or Dipping Operations	1.50	x	\$267	=	\$401	\$324	81%
98	Tire Rebuilding Plants	1.50	x	\$267	=	\$401	\$324	81%
99	Waste Handling Facilities	2.00	x	\$267	=	\$534	\$432	81%
100	Wood Products - Storage in excess of 200 cubic feet	2.00	x	\$267	=	\$534	\$432	81%
101	Mobile Food Preparation Vehicles	0.50	x	\$267	=	\$134	\$107	80%
102	Liquid-or-gas Vehicles or Equipment in Assembly Buildings	0.50	x	\$267	=	\$134	\$107	80%
103	Motor Fuel-Dispensing Facilities	1.00	x	\$267	=	\$267	\$216	81%
104	Pyrotechnics Special Effects Materials Storage	1.00	x	\$267	=	\$267	\$216	81%
105	Plant Extraction Systems	1.50	x	\$267	=	\$401	\$324	81%
106	Indoor Growing Operations	1.50	x	\$267	=	\$401	\$324	81%
107	Emergency Responder Radio Coverage System	2.00	x	\$267	=	\$534	\$216	40%
108	Single Story Building							
	a) 1 to 20,000 square feet	1.50	x	\$267	=	\$401	\$216	54%
	b) 20,001 square feet or greater	2.25	x	\$267	=	\$601	\$324	54%
	c) Multi-Story Structures: Buildings 2 or more stories in height and not classified as a high-rise	3.00	x	\$267	=	\$801	\$324	40%
109	Operational Permit Re-Inspection (per hour)	1.00	x	\$267	=	\$267	\$216	81%
	<b>Operational Permits - Haz-Mat</b>							
110	Combustible and Flammable Materials (any amount)	1.00	x	\$267	=	\$267	\$217	81%
111	Combustible and Flammable Materials - On Demand Mobile Fueling	6.00	x	\$267	=	\$1,602	\$1,297	81%
112	Compressed Gases (any amount)	1.00	x	\$267	=	\$267	\$216	81%

Fee Description		Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
90	Places of Assembly (Temporary - Special Event)	\$1,398	87%	\$102	8%
91	Private Fire Hydrants	\$466	87%	\$34	8%
92	Pyroxylin Plastics	\$466	87%	\$34	8%
93	Refrigeration Equipment	\$302	87%	\$22	8%
94	Repair Garages	\$233	87%	\$17	8%
95	Rooftop Heliports	\$466	87%	\$34	8%
96	Smoke Control and Evacuation Systems	\$697	87%	n/a	
97	Spray or Dipping Operations	\$350	87%	\$26	8%
98	Tire Rebuilding Plants	\$350	87%	\$26	8%
99	Waste Handling Facilities	\$466	87%	\$34	8%
100	Wood Products - Storage in excess of 200 cubic feet	\$466	87%	\$34	8%
101	Mobile Food Preparation Vehicles	\$116	87%	\$9	8%
102	Liquid-or-gas Vehicles or Equipment in Assembly Buildings	\$116	87%	\$9	8%
103	Motor Fuel-Dispensing Facilities	\$233	87%	\$17	8%
104	Pyrotechnics Special Effects Materials Storage	\$233	87%	\$17	8%
105	Plant Extraction Systems	\$350	87%	\$26	8%
106	Indoor Growing Operations	\$350	87%	\$26	8%
107	Emergency Responder Radio Coverage System	\$322	60%	\$106	49%
108	Single Story Building				
	a) 1 to 20,000 square feet	\$278	69%	\$62	28%
	b) 20,001 square feet or greater	\$416	69%	\$92	28%
	c) Multi-Story Structures: Buildings 2 or more stories in height and not classified as a high-rise	\$483	60%	\$159	49%
109	Operational Permit Re-Inspection (per hour)	\$233	87%	\$17	8%
	<b>Operational Permits - Haz-Mat</b>				
110	Combustible and Flammable Materials (any amount)	\$234	88%	\$17	8%
111	Combustible and Flammable Materials - On Demand Mobile Fueling	\$1,399	87%	\$102	8%
112	Compressed Gases (any amount)	\$233	87%	\$17	8%

City of Santa Clara

Cost of Service Study for Analyzing User and Regulatory Fees

Calculation of the Cost of Providing Fee Related Services - Fire - Community Risk Reduction Fees

Fee Description		Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
113	Corrosives	1.30	x	\$267	=	\$347	\$280	81%
114	Cryogenics	1.30	x	\$267	=	\$347	\$280	81%
115	Highly Toxic Materials	2.00	x	\$267	=	\$534	\$432	81%
116	Liquified Petroleum Gas (LPG): Any Amount	1.30	x	\$267	=	\$347	\$280	81%
117	Organic Peroxides: Liquids and Solids - any amount (Except Class V Organic Peroxides)	1.50	x	\$267	=	\$401	\$324	81%
118	Oxidizing Materials: Gasses - more than 504 cubic feet, Liquids and Solids - any amount (Except Class 1 Oxidizers)	1.30	x	\$267	=	\$347	\$280	81%
119	Pyrophoric Materials: Gases, Liquids and Solids - any amount	1.50	x	\$267	=	\$401	\$324	81%
120	Toxic Materials: Gases, Liquids and Solids - any amount	1.50	x	\$267	=	\$401	\$324	81%
121	Unstable (Reactive) Materials: Gases, Liquids and Solids - any amount (Except Class 1 Unstable Reactive Materials)	1.50	x	\$267	=	\$401	\$324	81%
122	Water Reactive Materials: Gases, Liquids and Solids - any amount (Except Class 1 Water Reactive Materials)	1.50	x	\$267	=	\$401	\$324	81%
<b>State Mandated</b>								
123	High-Rise: Per Floor	4.00	x	\$267	=	\$1,068	\$865	81%
124	R-1/R-2 Occupancies: Multi-Family occupancies, 3 of more residential units	0.12	x	\$267	=	\$32	\$25	78%
125	High-Rise R1/R2: Per Floor	4.00	x	\$267	=	\$1,068	\$865	81%
126	Commercial Day Care (E3) Adult Day Care (I4)							
	a) 7-49 persons	1.00	x	\$267	=	\$267	\$216	81%
	b) 50-149 persons	1.50	x	\$267	=	\$401	\$324	81%
	c) 150+ persons	3.00	x	\$267	=	\$801	\$648	81%
127	School							
	a) 1-250 students	2.00	x	\$267	=	\$534	\$432	81%
	b) 251-500 students	4.00	x	\$267	=	\$1,068	\$865	81%
	c) >500 students	8.00	x	\$267	=	\$2,136	\$1,730	81%
128	Jails	3.00	x	\$267	=	\$801	\$432	54%
129	Hospitals	10.00	x	\$267	=	\$2,670	\$2,060	77%

Fee Description		Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
113	Corrosives	\$302	87%	\$22	8%
114	Cryogenics	\$302	87%	\$22	8%
115	Highly Toxic Materials	\$466	87%	\$34	8%
116	Liquified Petroleum Gas (LPG): Any Amount	\$302	87%	\$22	8%
117	Organic Peroxides: Liquids and Solids - any amount (Except Class V Organic Peroxides)	\$350	87%	\$26	8%
118	Oxidizing Materials: Gasses - more than 504 cubic feet, Liquids and Solids - any amount (Except Class 1 Oxidizers)	\$302	87%	\$22	8%
119	Pyrophoric Materials: Gases, Liquids and Solids - any amount	\$350	87%	\$26	8%
120	Toxic Materials: Gases, Liquids and Solids - any amount	\$350	87%	\$26	8%
121	Unstable (Reactive) Materials: Gases, Liquids and Solids - any amount (Except Class 1 Unstable Reactive Materials)	\$350	87%	\$26	8%
122	Water Reactive Materials: Gases, Liquids and Solids - any amount (Except Class 1 Water Reactive Materials)	\$350	87%	\$26	8%
<b>State Mandated</b>					
123	High-Rise: Per Floor	\$933	87%	\$68	8%
124	R-1/R-2 Occupancies: Multi-Family occupancies, 3 of more residential units	\$27	85%	\$2	9%
125	High-Rise R1/R2: Per Floor	\$933	87%	\$68	8%
126	Commercial Day Care (E3) Adult Day Care (I4)				
	a) 7-49 persons	\$233	87%	\$17	8%
	b) 50-149 persons	\$350	87%	\$26	8%
	c) 150+ persons	\$699	87%	\$51	8%
127	School				
	a) 1-250 students	\$466	87%	\$34	8%
	b) 251-500 students	\$933	87%	\$68	8%
	c) >500 students	\$1,865	87%	\$135	8%
128	Jails	\$555	69%	\$123	28%
129	Hospitals	\$2,263	85%	\$203	10%

Fee Description		Service Time		Hourly Rate		Cost of Service	Current Fee	Current Cost Recovery
<b>Penalty Fees</b>								
109	False Alarm Responses: After third time in 180 day period per response	1.00	x	\$267	=	\$431	\$317	74%
110	Re-Inspection Fee: For failure to cancel appointments, work not ready for inspection or more than two inspections	1.50	x	\$267	=	\$401	\$382	95%
111	Expired Construction Permit							
	a) Permit Reactivation Fee	1.00	x	\$267	=	\$267	\$210	79%
	b) Plan Review Reactivation Fee	1.00	x	\$267	=	\$267	\$210	79%
<b>Document Fees</b>								
112	Microfilm Copies	0.25	x	\$267	=	\$67	\$25	37%
113	Photographs	0.25	x	\$267	=	\$67	\$25	37%
<b>CUPA Fees</b>								
114	Hazardous Waste Generator Fees							
	a) Used Oil Only	2.00	x	\$267	=	\$534	\$374	70%
	b) Less than 100 Kg per year	2.00	x	\$267	=	\$534	\$374	70%
	c) 100Kg up to 5 tons per year	3.00	x	\$267	=	\$801	\$578	72%
	d) 5 tons up to 25 tons per year	5.00	x	\$267	=	\$1,335	\$695	52%
	e) 25 tons and greater per year	6.00	x	\$267	=	\$1,602	\$827	52%
115	California Accidental Release Program (CALARP) Fees							
	a) CalARP Facility Operating Permit Program 1	10.00	x	\$267	=	\$2,670	\$1,928	72%
	b) CalARP Facility Operating Permit Program 2	12.00	x	\$267	=	\$3,204	\$2,315	72%
	c) CalARP Facility Operating Permit Program 3	12.00	x	\$267	=	\$3,204	\$2,315	72%
	d) RMP Review Fee (per hour)	1.00	x	\$267	=	\$267	\$226	85%
116	Onsite treatment of Hazardous Waste Annual Fee - Highest Tier							
	a) Permit by Rule	8.00	x	\$267	=	\$2,136	\$1,387	65%
	b) Conditionally Authorized	5.00	x	\$267	=	\$1,335	\$991	74%
	c) Conditionally Exempt	2.00	x	\$267	=	\$534	\$386	72%

Fee Description		Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
<b>Penalty Fees</b>					
109	False Alarm Responses: After third time in 180 day period per response	\$355	82%	\$38	12%
110	Re-Inspection Fee: For failure to cancel appointments, work not ready for inspection or more than two inspections	\$388	97%	\$6	2%
111	Expired Construction Permit				
	a) Permit Reactivation Fee	\$229	86%	\$19	9%
	b) Plan Review Reactivation Fee	\$229	86%	\$19	9%
<b>Document Fees</b>					
112	Microfilm Copies	\$25	37%	\$0	0%
113	Photographs	\$25	37%	\$0	0%
<b>CUPA Fees</b>					
114	Hazardous Waste Generator Fees				
	a) Used Oil Only	\$414	78%	\$40	11%
	b) Less than 100 Kg per year	\$414	78%	\$40	11%
	c) 100Kg up to 5 tons per year	\$634	79%	\$56	10%
	d) 5 tons up to 25 tons per year	\$855	64%	\$160	23%
	e) 25 tons and greater per year	\$1,021	64%	\$194	23%
115	California Accidental Release Program (CALARP) Fees				
	a) CalARP Facility Operating Permit Program 1	\$2,114	79%	\$186	10%
	b) CalARP Facility Operating Permit Program 2	\$2,537	79%	\$222	10%
	c) CalARP Facility Operating Permit Program 3	\$2,537	79%	\$222	10%
	d) RMP Review Fee (per hour)	\$236	88%	\$10	5%
116	Onsite treatment of Hazardous Waste Annual Fee - Highest Tier				
	a) Permit by Rule	\$1,574	74%	\$187	14%
	b) Conditionally Authorized	\$1,077	81%	\$86	9%
	c) Conditionally Exempt	\$423	79%	\$37	10%

Fee Description		Service Time		Hourly Rate	=	Cost of Service	Current Fee	Current Cost Recovery
117	State of California Annual Surcharges							
	a) CUPA Oversight Fee						As Determined by State Regulation	
	b) Underground Tank Fee						As Determined by State Regulation	
	c) California Accidental Release Prevention Program						As Determined by State Regulation	
	d) Aboveground Petroleum Storage Act						As Determined by State Regulation	
118	Aboveground Petroleum Storage Tank Program							
	a) <1,320 gallon capacity	2.50	x	\$267	=	\$668	\$469	70%
	b) 1,320-10,000 gallon capacity	4.00	x	\$267	=	\$1,068	\$564	53%
	c) More than 10,000 gallon capacity	5.00	x	\$267	=	\$1,335	\$792	59%
	d) Tank in Underground Area (TIUGA)	2.00	x	\$267	=	\$534	\$434	81%
119	Underground Hazardous Materials Tank							
	a) First Tank	7.25	x	\$267	=	\$1,936	\$1,297	67%
	b) Each additional tank	2.00	x	\$267	=	\$534	\$454	85%
120	Hazardous Materials Business Plan							
	a) 1-3 chemicals	3.00	x	\$267	=	\$801	\$385	48%
	b) 4-6 chemicals	4.00	x	\$267	=	\$1,068	\$628	59%
	c) 7-9 chemicals	6.00	x	\$267	=	\$1,602	\$943	59%
	d) 10-15 chemicals	8.00	x	\$267	=	\$2,136	\$1,285	60%
	e) 16-21 chemicals	10.00	x	\$267	=	\$2,670	\$1,660	62%
	f) Each additional chemical >21 chemicals	0.25	x	\$267	=	\$67	\$55	82%

Fee Description		Proposed Fee	Proposed Cost Recovery	Proposed Change \$	Proposed Change %
117	State of California Annual Surcharges				
	a) CUPA Oversight Fee	As Determined by State Regulation			
	b) Underground Tank Fee	As Determined by State Regulation			
	c) California Accidental Release Prevention Program	As Determined by State Regulation			
	d) Aboveground Petroleum Storage Act	As Determined by State Regulation			
118	Aboveground Petroleum Storage Tank Program				
	a) <1,320 gallon capacity	\$519	78%	\$50	11%
	b) 1,320-10,000 gallon capacity	\$690	65%	\$126	22%
	c) More than 10,000 gallon capacity	\$928	69%	\$136	17%
	d) Tank in Underground Area (TIUGA)	\$459	86%	\$25	6%
119	Underground Hazardous Materials Tank				
	a) First Tank	\$1,457	75%	\$160	12%
	b) Each additional tank	\$475	89%	\$21	5%
120	Hazardous Materials Business Plan				
	a) 1-3 chemicals	\$489	61%	\$104	27%
	b) 4-6 chemicals	\$738	69%	\$110	18%
	c) 7-9 chemicals	\$1,108	69%	\$165	17%
	d) 10-15 chemicals	\$1,498	70%	\$213	17%
	e) 16-21 chemicals	\$1,913	72%	\$253	15%
	f) Each additional chemical >21 chemicals	\$58	87%	\$3	5%

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Fire - Protection - Emergency Response

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Battalion Chief (24 Hours)	3.00	2,912	-	2,912	8,736	20%	80%	100%	1,747	6,989	8,736	\$95	\$829,571
Fire Captain	34.00	2,912	-	2,912	99,008	20%	80%	100%	19,802	79,206	99,008	\$68	\$6,712,742
Driver Engineer	40.00	2,912	-	2,912	116,480	20%	80%	100%	23,296	93,184	116,480	\$61	\$7,157,696
Firefighter I/II	42.00	2,912	-	2,912	122,304	20%	80%	100%	24,461	97,843	122,304	\$56	\$6,804,995
<b>Total</b>	119.00				<b>346,528</b>				<b>69,306</b>	<b>277,222</b>	<b>346,528</b>		\$21,505,004
Deputy Fire Chief	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$154	\$319,467
<b>Total</b>	120.00				<b>348,392</b>				<b>69,678</b>	<b>278,714</b>	<b>348,392</b>		\$21,824,471
<b>Total</b>									<b>20%</b>	<b>80%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 56 hour week \* 52 weeks per year for 24 hour employees.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Fire - Field Operations

FY 22/23 Forecast Expenses [a]		Program	7822			
Fund #	Fund Desc	Account Desc	Protection - Emerg Resp	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$24,716,746	\$0	\$24,716,746	
001	General Fund	87011 - Salary Attrition and VTO	(\$59,304)	\$0	(\$59,304)	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$3,616,978	\$0	\$3,616,978	
001	General Fund	87040 - Salary And Wages - Holiday Pay	\$1,111,089	\$0	\$1,111,089	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$29,385,509</b>	<b>\$0</b>	<b>\$29,385,509</b>	
001	General Fund	87211 - PERS - Safety	\$14,508,453	\$0	\$14,508,453	
001	General Fund	87212 - PERS - Misc	\$0	\$0	\$0	
001	General Fund	87221 - Medicare	\$366,295	\$0	\$366,295	
001	General Fund	87224 - Medicare OT	\$15,336	\$0	\$15,336	
001	General Fund	87230 - Health Allocation	\$1,285,081	\$0	\$1,285,081	
001	General Fund	87241 - Dental - City Paid	\$275	\$0	\$275	
001	General Fund	87250 - Basic Life Insurance	\$3,168	\$0	\$3,168	
001	General Fund	87270 - Uniform Allowance	\$24,240	\$0	\$24,240	
001	General Fund	87271 - VEBA	\$360,000	\$0	\$360,000	
001	General Fund	87272 - EAP	\$5,879	\$0	\$5,879	
001	General Fund	87273 - Professional Development	\$2,000	\$0	\$2,000	
001	General Fund	87275 - Mobile Phone Allowance	\$1,920	\$0	\$1,920	
001	General Fund	87276 - BCN	\$51,840	\$0	\$51,840	
001	General Fund	87280 - City Paid Deferred Comp Exp	\$0	\$0	\$0	
001	General Fund	87390 - OPEB	<u>\$425,160</u>	<u>\$0</u>	<u>\$425,160</u>	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$17,049,647</b>	<b>\$0</b>	<b>\$17,049,647</b>	
001	General Fund	87500 - Operating Supplies	\$206,811	\$0	\$206,811	
001	General Fund	87600 - Maintenance	\$158,191	\$0	\$158,191	
001	General Fund	87825 - Conference, Travel and Training	\$2,123	\$0	\$2,123	
001	General Fund	87870 - Contractual Serv Not Class	\$180,682	\$0	\$180,682	
001	General Fund	87900 - Rent Expense	<u>\$2,971</u>	<u>\$0</u>	<u>\$2,971</u>	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$550,778</b>	<b>\$0</b>	<b>\$550,778</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$544,830	\$0	\$544,830	
001	General Fund	87650 - Technical Services Maintenance	\$154,915	\$0	\$154,915	
001	General Fund	87660 - Workers Comp Insurance	\$960,719	\$0	\$960,719	
001	General Fund	87680 - Unemployment Insurance	\$21,722	\$0	\$21,722	
001	General Fund	87740 - Vehicle Equipment Amortization	\$715,033	\$0	\$715,033	
001	General Fund	87750 - Communi Equipment Amortization	\$143,013	\$0	\$143,013	
001	General Fund	87840 - Insurance And Surety Bonds	<u>\$809,861</u>	<u>\$0</u>	<u>\$809,861</u>	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$3,350,093</b>	<b>\$0</b>	<b>\$3,350,093</b>	
<b>Subtotal</b>			<b>\$50,336,027</b>	<b>\$0</b>	<b>\$50,336,027</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Fire - Field Operations  
Adjustments for Fully-Burdened Hourly Rate Calculation

**Allocation of Citywide Overhead**

Description	Protection - Emerg Resp	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$3,123,506	\$0	\$3,123,506	[b]
Adjustment for FY 2022/23	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$3,185,976</b>	<b>\$0</b>	<b>\$3,185,976</b>	

**Department Administration Costs Assigned to Protection - Emergency Response**

Description	Total	Notes
Department Administration	\$4,518,448	[d]
<b>Subtotal</b>	<b>\$4,518,448</b>	

**Total Divisional Costs**

Description	Total	Notes
<b>Total</b>	<b>\$58,040,451</b>	

**Calculation of Fully-Burdened Hourly Rate**

Description	Total
Divisional Expenses	\$58,040,451
Direct Hours	346,528
<b>Total</b>	<b>\$167</b>

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Hourly Rate
Personnel	\$46,435,156	80%	\$134
Equipment	\$0	0%	\$0
Materials / Supplies	\$3,900,871	7%	\$11
Other Costs	\$0	0%	\$0
Overhead	\$7,704,424	13%	\$22
<b>Total</b>	<b>\$58,040,451</b>	<b>100%</b>	<b>\$167</b>

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Fire - Field Operations  
**Information Below is for Use if City Desires to Use Positional Hourly Billing Rates**

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$24,716,746
Benefit Accounts	\$17,049,647
Total	0.69

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,912	0	2,912	80%	2,330	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.25</b>	

Position	Top Step Hrly [e]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Battalion Chief (24 Hours)	\$95	\$66	\$160	1.25	\$201	\$11	\$22	\$234
Fire Captain	\$68	\$47	\$115	1.25	\$143	\$11	\$22	\$177
Driver Engineer	\$61	\$42	\$104	1.25	\$130	\$11	\$22	\$163
Firefighter I/II	\$56	\$38	\$94	1.25	\$118	\$11	\$22	\$151
Deputy Fire Chief	\$154	\$106	\$260	1.25	\$324	\$11	\$22	\$358

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	119.00	2,912	346,528	\$21,505,004	\$62	\$167	2.70	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] To account for department admin support provided but not directly budgeted to direct service units. See Fire Department - Department Administration cost allocation worksheet.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Fire - Training

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Battalion Chief	2.00	2,080	216	1,864	3,728	0%	100%	100%	-	3,728	3,728	\$140	\$580,694
Driver Engineer - Training	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$93	\$194,022
Office Specialist II	1.00	2,080	216	1,864	1,864	0%	100%	100%	-	1,864	1,864	\$41	\$85,530
<b>Total</b>	4.00				<b>7,456</b>				-	<b>7,456</b>	<b>7,456</b>		\$860,246
<b>Total</b>									<b>0%</b>	<b>100%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Fire - Training

FY 22/23 Forecast Expenses [a]		Program	7841			
Fund #	Fund Desc	Account Desc	Training	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$879,659	\$0	\$879,659	
001	General Fund	87011 - Salary Attrition and VTO	(\$3,578)	\$0	(\$3,578)	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$36,422	\$0	\$36,422	
001	General Fund	87040 - Salary And Wages - Holiday Pay	\$36,308	\$0	\$36,308	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$948,811</b>	<b>\$0</b>	<b>\$948,811</b>	
001	General Fund	87211 - PERS - Safety	\$431,582	\$0	\$431,582	
001	General Fund	87212 - PERS - Misc	\$29,964	\$0	\$29,964	
001	General Fund	87221 - Medicare	\$12,537	\$0	\$12,537	
001	General Fund	87222 - Social Security	\$5,312	\$0	\$5,312	
001	General Fund	87224 - Medicare OT	\$466	\$0	\$466	
001	General Fund	87230 - Health Allocation	\$45,458	\$0	\$45,458	
001	General Fund	87241 - Dental - City Paid	\$274	\$0	\$274	
001	General Fund	87242 - Long Term Disability-City Paid	\$478	\$0	\$478	
001	General Fund	87243 - Vision- City Paid	\$119	\$0	\$119	
001	General Fund	87250 - Basic Life Insurance	\$252	\$0	\$252	
001	General Fund	87270 - Uniform Allowance	\$720	\$0	\$720	
001	General Fund	87271 - VEBA	\$9,600	\$0	\$9,600	
001	General Fund	87272 - EAP	\$195	\$0	\$195	
001	General Fund	87273 - Professional Development	\$1,000	\$0	\$1,000	
001	General Fund	87275 - Mobile Phone Allowance	\$960	\$0	\$960	
001	General Fund	87276 - BCN	\$1,296	\$0	\$1,296	
001	General Fund	87280 - City Paid Deferred Comp Exp	\$0	\$0	\$0	
001	General Fund	87390 - OPEB	<u>\$14,172</u>	<u>\$0</u>	<u>\$14,172</u>	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$554,385</b>	<b>\$0</b>	<b>\$554,385</b>	
001	General Fund	87500 - Operating Supplies	\$63,250	(\$63,250)	\$0	
001	General Fund	87800 - Miscellaneous Serv & Supplies	(\$26,000)	\$26,000	\$0	
001	General Fund	87825 - Conference, Travel and Training	\$109,460	(\$109,460)	\$0	
001	General Fund	87870 - Contractual Serv Not Class	\$10,824	(\$10,824)	\$0	
001	General Fund	87900 - Rent Expense	<u>\$3,396</u>	<u>(\$3,396)</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$160,930</b>	<b>(\$160,930)</b>	<b>\$0</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$89,474	(\$89,474)	\$0	
001	General Fund	87650 - Technical Services Maintenance	\$6,004	\$0	\$6,004	
001	General Fund	87660 - Workers Comp Insurance	\$35,274	\$0	\$35,274	
001	General Fund	87680 - Unemployment Insurance	\$798	\$0	\$798	
001	General Fund	87740 - Vehicle Equipment Amortization	\$4,907	\$0	\$4,907	
001	General Fund	87840 - Insurance And Surety Bonds	<u>\$29,736</u>	<u>\$0</u>	<u>\$29,736</u>	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$166,193</b>	<b>(\$89,474)</b>	<b>\$76,719</b>	
<b>Subtotal</b>			<b>\$1,830,319</b>	<b>(\$250,404)</b>	<b>\$1,579,915</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Fire - Training

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Protection - Emerg Resp	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$84,374	\$0	\$84,374	[b]
Adjustment for FY 2022/23	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$86,061</b>	<b>\$0</b>	<b>\$86,061</b>	

**Department Administration Costs Assigned to Protection - Emergency Response**

Description	Total	Notes
Department Administration	\$150,615	[d]
<b>Subtotal</b>	<b>\$150,615</b>	

**Total Divisional Costs**

Description	Total	Notes
<b>Total</b>	<b>\$1,816,591</b>	

**Calculation of Fully-Burdened Hourly Rate**

Description	Total
Divisional Expenses	\$1,816,591
Direct Hours	7,456
<b>Total</b>	<b>\$244</b>

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Hourly Rate
Personnel	\$1,503,196	83%	\$202
Equipment	\$0	0%	\$0
Materials / Supplies	\$76,719	4%	\$10
Other Costs	\$0	0%	\$0
Overhead	\$236,676	13%	\$32
<b>Total</b>	<b>\$1,816,591</b>	<b>100%</b>	<b>\$244</b>

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Fire - Training

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$879,659
Benefit Accounts	\$554,385
Total	0.63

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	100%	1,864	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.12</b>	

Position	Top Step Hrlly [c]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Battalion Chief	\$140	\$88	\$228	1.12	\$254	\$10	\$32	\$296
Fire Captain - Training	\$105	\$66	\$172	1.12	\$192	\$10	\$32	\$234
Driver Engineer - Training	\$93	\$59	\$152	1.12	\$170	\$10	\$32	\$212
Office Specialist II	\$41	\$26	\$67	1.12	\$75	\$10	\$32	\$117

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	4.00	2,080	8,320	\$860,246	\$103	\$244	2.36	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] To account for department admin support provided but not directly budgeted to direct service units. See Fire Department - Department Administration cost allocation worksheet.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

Fee Description	B'tln Chief - Train'g	Fire Prev'ntn	Fire Captain - Training	Office Spec'lst	B'tln Chief	Fire Captain 24 Hrs	Driver / Engin'r	Fire Fighter	Total
<b>Training Fees</b>									
1 CPR - Adult Heart Saver (4 hours)						3.75	1.25	2.50	7.50
2 CPR - Adult/Pediatric Heart Saver (6 hours)						5.25	1.75	3.50	10.50
3 First Aid (4 hours)						3.75	1.25	2.50	7.50
4 PALS/ACLS Recognition (2 days)			2.67			5.33	2.67	5.33	16.00
5 PALS/ACLS Re-Recognition (1 day)			1.33			2.67	1.33	2.67	8.00
6 Fire Extinguisher Training (2 hours)		0.50				0.75	0.25	0.50	2.00
7 Fire Safety and Evacuation Training Lecture (2 hours)	0.25	0.50				0.50	0.25	0.50	2.00
<b>RENTAL FEES</b>									
<b>Facility Rental Fees</b>									
8 Headquarters' Conference Room Rental	0.25			1.00					1.25
9 Training Center: Classroom (Limit 80 persons)	0.25			1.00					1.25
10 Training Center: Classroom (Limit 30 persons)	0.25			1.00					1.25
11 Training Center: Classroom (Limit 20 persons)	0.25			1.00					1.25
12 Training Center: Drill Grounds/Tower	0.25			1.00					1.25
<b>Resource Fees</b>									
13 Stand-by (One Engine for Permitted Activity)						0.75	0.75	1.50	3.00
14 Fire Watch (Per Person Per Hour)		1.00							1.00
15 Water Clean-up - Industrial and Commercial (1 Engine)						1.00	1.00	1.00	3.00
16 Water Clean-up - Industrial and Commercial (1 Truck)						1.00	1.00	2.00	4.00
17 Water Clean-up - Industrial and Commercial (1 Haz-Mat)							1.00		1.00
18 Water Clean-up - Industrial and Commercial (1 Battalion Chief)					1.00				1.00
19 DUI Fire Response						1.00	1.00	1.00	3.00
20 False Alarm Response						0.33	0.33	0.33	1.00

[a] Add to False Alarm fee in penalty schedule.

Fee Description	Cost of Service							Estimated Cost of Service	
	\$296	\$267	\$234	\$117	\$234	\$177	\$163		\$151
	B'tln Chief - Train'g	Fire Prev'ntn	Fire Captain - Training	Office Spec'lst	B'tln Chief	Fire Captain 24 Hrs	Driver / Engin'r	Fire Fighter	
<b>Training Fees</b>									
1 CPR - Adult Heart Saver (4 hours)						\$664	\$204	\$378	\$1,245
2 CPR - Adult/Pediatric Heart Saver (6 hours)						\$929	\$285	\$529	\$1,743
3 First Aid (4 hours)						\$664	\$204	\$378	\$1,245
4 PALS/ACLS Recognition (2 days)			\$624			\$944	\$435	\$805	\$2,808
5 PALS/ACLS Re-Recognition (1 day)			\$312			\$472	\$217	\$403	\$1,404
6 Fire Extinguisher Training (2 hours)		\$134				\$133	\$41	\$76	\$383
7 Fire Safety and Evacuation Training Lecture (2 hours)	\$74	\$134				\$89	\$41	\$76	\$412
<b>RENTAL FEES</b>									
<b>Facility Rental Fees</b>									
8 Headquarters' Conference Room Rental	\$74			\$117					\$191
9 Training Center: Classroom (Limit 80 persons)	\$74			\$117					\$191
10 Training Center: Classroom (Limit 30 persons)	\$74			\$117					\$191
11 Training Center: Classroom (Limit 20 persons)	\$74			\$117					\$191
12 Training Center: Drill Grounds/Tower	\$74			\$117					\$191
<b>Resource Fees</b>									
13 Stand-by (One Engine for Permitted Activity)						\$133	\$122	\$227	\$482
14 Fire Watch (Per Person Per Hour)		\$267							\$267
15 Water Clean-up - Industrial and Commercial (1 Engine)						\$177	\$163	\$151	\$491
16 Water Clean-up - Industrial and Commercial (1 Truck)						\$177	\$163	\$302	\$642
17 Water Clean-up - Industrial and Commercial (1 Haz-Mat)							\$163		\$163
18 Water Clean-up - Industrial and Commercial (1 Battalion Chief)					\$234				\$234
19 DUI Fire Response						\$177	\$163	\$151	\$491
20 False Alarm Response						\$59	\$54	\$50	\$164

[a] Add to False Alarm fee in penalty schedule.

Fee Description	Cost Recovery Information						Unit	Notes
	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Change \$	Change %		
<b>Training Fees</b>								
1 CPR - Adult Heart Saver (4 hours)	\$1,137	91%	\$1,245	100%	\$108	9%	per 6 persons	
2 CPR - Adult/Pediatric Heart Saver (6 hours)	\$1,572	90%	\$1,743	100%	\$171	11%	per 6 persons	
3 First Aid (4 hours)	\$1,137	91%	\$1,245	100%	\$108	9%	per 6 persons	
4 PALS/ACLS Recognition (2 days)	\$2,672	95%	\$2,808	100%	\$136	5%	per 6 persons	
5 PALS/ACLS Re-Recognition (1 day)	\$1,426	102%	\$1,404	100%	(\$22)	-2%	per 6 persons	
6 Fire Extinguisher Training (2 hours)	\$365	95%	\$383	100%	\$18	5%	limit 12 persons	
7 Fire Safety and Evacuation Training Lecture (2 hours)	\$390	95%	\$412	100%	\$22	6%	limit 20 persons	
<b>RENTAL FEES</b>								
<b>Facility Rental Fees</b>								
8 Headquarters' Conference Room Rental	\$180	94%	\$191	100%	\$11	6%	per hour	
9 Training Center: Classroom (Limit 80 persons)	\$180	94%	\$191	100%	\$11	6%	per hour	
10 Training Center: Classroom (Limit 30 persons)	\$180	94%	\$191	100%	\$11	6%	per hour	
11 Training Center: Classroom (Limit 20 persons)	\$180	94%	\$191	100%	\$11	6%	per hour	
12 Training Center: Drill Grounds/Tower	\$186	97%	\$191	100%	\$5	3%	per hour	
<b>Resource Fees</b>								
13 Stand-by (One Engine for Permitted Activity)	\$466	97%	\$482	100%	\$16	3%	per hour	
14 Fire Watch (Per Person Per Hour)	\$232	87%	\$267	100%	\$35	15%	per hour	
15 Water Clean-up - Industrial and Commercial (1 Engine)	\$485	99%	\$491	100%	\$6	1%	per hour	
16 Water Clean-up - Industrial and Commercial (1 Truck)	\$624	97%	\$642	100%	\$18	3%	per hour	
17 Water Clean-up - Industrial and Commercial (1 Haz-Mat)	\$174	107%	\$163	100%	(\$11)	-6%	per hour	
18 Water Clean-up - Industrial and Commercial (1 Battalion Chief)	\$197	84%	\$234	100%	\$37	19%	per hour	
19 DUI Fire Response	\$485	99%	\$491	100%	\$6	1%	per hour	
20 False Alarm Response							each	[a]

[a] Add to False Alarm fee in penalty schedule.



**City of  
Santa Clara**  
The Center of What's Possible

**Police Department Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Police Investigations and Records

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Community Service Officer II	4.00	2,080	216	1,864	7,456	20%	80%	100%	1,491	5,965	7,456	\$54	\$446,950
Crime Analyst	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$58	\$120,370
Forensic Coordinator	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$61	\$126,464
Office Specialist II	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$41	\$85,530
Office Specialist III	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$45	\$94,099
Police Lieutenant	2.00	2,080	216	1,864	3,728	60%	40%	100%	2,237	1,491	3,728	\$117	\$488,093
Police Officer	16.00	2,080	216	1,864	29,824	20%	80%	100%	5,965	23,859	29,824	\$88	\$2,913,664
Police Records Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$69	\$143,582
Police Records Specialist II	13.00	2,080	216	1,864	24,232	20%	80%	100%	4,846	19,386	24,232	\$54	\$1,466,650
Police Records Supervisor	4.00	2,080	216	1,864	7,456	20%	80%	100%	1,491	5,965	7,456	\$60	\$498,118
Police Sergeant	6.00	2,080	216	1,864	11,184	20%	80%	100%	2,237	8,947	11,184	\$101	\$1,264,848
<b>Total</b>	<b>50.00</b>				<b>93,200</b>				<b>23,859</b>	<b>69,341</b>	<b>93,200</b>		\$7,648,368
<b>Total</b>									<b>26%</b>	<b>74%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost Allocation - Police - Department Administration

FY 22/23 Forecast Expenses [a]		Program	7742			
Fund #	Fund Desc	Account Desc	PD - Admin	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$1,420,821	\$0	\$1,420,821	
001	General Fund	87011 - Salary Attrition and VTO	(\$64,147)	\$0	(\$64,147)	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$11,891	\$0	\$11,891	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$1,368,565</b>	<b>\$0</b>	<b>\$1,368,565</b>	
001	General Fund	87211 - PERS - Safety	\$561,608	\$0	\$561,608	
001	General Fund	87212 - PERS - Misc	\$175,103	\$0	\$175,103	
001	General Fund	87221 - Medicare	\$21,768	\$0	\$21,768	
001	General Fund	87222 - Social Security	\$27,438	\$0	\$27,438	
001	General Fund	87224 - Medicare OT	\$173	\$0	\$173	
001	General Fund	87230 - Health Allocation	\$69,562	\$0	\$69,562	
001	General Fund	87241 - Dental - City Paid	\$1,645	\$0	\$1,645	
001	General Fund	87242 - Long Term Disability-City Paid	\$1,936	\$0	\$1,936	
001	General Fund	87243 - Vision- City Paid	\$713	\$0	\$713	
001	General Fund	87250 - Basic Life Insurance	\$372	\$0	\$372	
001	General Fund	87270 - Uniform Allowance	\$1,800	\$0	\$1,800	
001	General Fund	87271 - VEBA	\$4,800	\$0	\$4,800	
001	General Fund	87272 - EAP	\$342	\$0	\$342	
001	General Fund	87274 - Auto Allowance	\$2,400	\$0	\$2,400	
001	General Fund	87275 - Mobile Phone Allowance	\$1,920	\$0	\$1,920	
001	General Fund	87280 - City Paid Deferred Comp Exp	\$3,600	\$0	\$3,600	
001	General Fund	87390 - OPEB	\$24,801	\$0	\$24,801	
001	General Fund	87391 - POST	<u>\$33,271</u>	<u>\$0</u>	<u>\$33,271</u>	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$933,252</b>	<b>\$0</b>	<b>\$933,252</b>	
001	General Fund	87500 - Operating Supplies	\$16,752	\$0	\$16,752	
001	General Fund	87810 - Utilities Expenses	\$305,253	\$0	\$305,253	
001	General Fund	87870 - Contractual Serv Not Class	\$474	\$0	\$474	
001	General Fund	87940 - Mandated Program Costs	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$322,479</b>	<b>\$0</b>	<b>\$322,479</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$114,417	\$0	\$114,417	
001	General Fund	87650 - Technical Services Maintenance	\$1,929,724	\$0	\$1,929,724	
001	General Fund	87660 - Workers Comp Insurance	\$82,272	\$0	\$82,272	
001	General Fund	87680 - Unemployment Insurance	\$1,282	\$0	\$1,282	
001	General Fund	87740 - Vehicle Equipment Amortization	\$58,145	\$0	\$58,145	
001	General Fund	87840 - Insurance And Surety Bonds	<u>\$47,794</u>	<u>\$0</u>	<u>\$47,794</u>	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$2,233,634</b>	<b>\$0</b>	<b>\$2,233,634</b>	
<b>Subtotal</b>			<b>\$4,857,930</b>	<b>\$0</b>	<b>\$4,857,930</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost Allocation - Police - Department Administration  
Adjustments for Fully-Burdened Hourly Rate Calculation

**Allocation of Citywide Overhead**

Description	Police - Admin	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$2,448,861	\$0	\$2,448,861	[b]
Adjustment for FY 2022/23	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$2,497,838</b>	<b>\$0</b>	<b>\$2,497,838</b>	

**Total Costs for Allocation**

Description	Total	Adjustment	Total	Notes
Department Administration	\$7,355,768	\$0	\$7,355,768	[d]
<b>Subtotal</b>	<b>\$7,355,768</b>	<b>\$0</b>	<b>\$7,355,768</b>	

**Allocation to Direct Service Divisions**

Description	Subtotal	Adjustment	Total	Share	Notes
Administration	51.00	(51.00)	0.00	0%	
Investigations	50.00	0.00	50.00	29%	
Field Operations	113.00	0.00	113.00	66%	
Special Operations	7.00	0.00	7.00	4%	
<b>Total</b>	<b>221.00</b>	<b>(51.00)</b>	<b>170.00</b>	<b>100%</b>	

**Allocation to Direct Service Divisions**

Description	Total	Notes
Administration	\$0	
Investigations	\$2,163,461	
Field Operations	\$4,889,423	
Special Operations	\$302,885	
<b>Total</b>	<b>\$7,355,768</b>	

[a] Source: FY 21/22 & 22/23 Adopted budget.  
 [b] Source: Citywide Cost Allocation Plan.  
 [c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.  
 [d] To account for support provided but not directly budgeted to direct service units.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Police Investigations and Records

FY 22/23 Forecast Expenses [a]		Program	7732	7733	7734				
Fund #	Fund Desc	Account Desc	General Invest'g'tn	Special Enf. Team	Records	Subtotal	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$4,352,078	\$973,203	\$2,524,902	\$7,850,183	\$0	\$7,850,183	
001	General Fund	87011 - Salary Attrition and VTO	(\$161,986)	(\$40,200)	(\$103,669)	(\$305,855)	\$0	(\$305,855)	
001	General Fund	87017 - Premium Pay	\$9,386	\$44	\$25,155	\$34,585	\$0	\$34,585	
001	General Fund	87020 - Salary And Wages - As Needed	\$34,670	\$0	\$0	\$34,670	\$0	\$34,670	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$237,812	\$142,687	\$89,500	\$469,999	\$0	\$469,999	
001	General Fund	87040 - Salary And Wages - Holiday Pay	\$189,446	\$47,849	\$9,585	\$246,880	\$0	\$246,880	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	\$0	\$0	\$0	\$0	\$0	\$0	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$4,661,406</b>	<b>\$1,123,583</b>	<b>\$2,545,473</b>	<b>\$8,330,462</b>	<b>\$0</b>	<b>\$8,330,462</b>	
001	General Fund	87211 - PERS - Safety	\$2,451,696	\$584,933	\$14,271	\$3,050,900	\$0	\$3,050,900	
001	General Fund	87212 - PERS - Misc	\$188,073	\$15	\$946,747	\$1,134,835	\$0	\$1,134,835	
001	General Fund	87221 - Medicare	\$69,394	\$15,711	\$38,545	\$123,650	\$0	\$123,650	
001	General Fund	87222 - Social Security	\$33,475	\$0	\$162,173	\$195,648	\$0	\$195,648	
001	General Fund	87224 - Medicare OT	\$3,449	\$2,069	\$1,293	\$6,811	\$0	\$6,811	
001	General Fund	87230 - Health Allocation	\$299,959	\$56,816	\$356,839	\$713,614	\$0	\$713,614	
001	General Fund	87241 - Dental - City Paid	\$6,579	\$1,371	\$5,754	\$13,704	\$0	\$13,704	
001	General Fund	87242 - Long Term Disability-City Paid	\$2,649	\$0	\$11,741	\$14,390	\$0	\$14,390	
001	General Fund	87243 - Vision- City Paid	\$2,853	\$594	\$2,499	\$5,946	\$0	\$5,946	
001	General Fund	87250 - Basic Life Insurance	\$948	\$180	\$2,520	\$3,648	\$0	\$3,648	
001	General Fund	87270 - Uniform Allowance	\$12,000	\$3,000	\$12,000	\$27,000	\$0	\$27,000	
001	General Fund	87271 - VEBA	\$26,400	\$6,000	\$24,600	\$57,000	\$0	\$57,000	
001	General Fund	87272 - EAP	\$244	\$0	\$1,029	\$1,273	\$0	\$1,273	
001	General Fund	87274 - Auto Allowance	\$0	\$0	\$2,400	\$2,400	\$0	\$2,400	
001	General Fund	87280 - City Paid Deferred Comp Exp	\$35,400	\$9,000	\$24,000	\$68,400	\$0	\$68,400	
001	General Fund	87390 - OPEB	\$85,032	\$17,715	\$74,403	\$177,150	\$0	\$177,150	
001	General Fund	87391 - POST	<u>\$153,304</u>	<u>\$32,261</u>	<u>\$0</u>	<u>\$185,565</u>	<u>\$0</u>	<u>\$185,565</u>	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$3,371,455</b>	<b>\$729,665</b>	<b>\$1,680,814</b>	<b>\$5,781,934</b>	<b>\$0</b>	<b>\$5,781,934</b>	
001	General Fund	87500 - Operating Supplies	\$27,983	\$3,795	\$9,486	\$41,264	\$0	\$41,264	
001	General Fund	87870 - Contractual Serv Not Class	\$236,017	\$0	\$253,114	\$489,131	(\$489,131)	\$0	
001	General Fund	87940 - Mandated Program Costs	<u>\$339,587</u>	<u>\$0</u>	<u>\$0</u>	<u>\$339,587</u>	<u>(\$339,587)</u>	<u>\$0</u>	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$603,587</b>	<b>\$3,795</b>	<b>\$262,600</b>	<b>\$869,982</b>	<b>(\$828,718)</b>	<b>\$41,264</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$205,294	\$0	\$0	\$205,294	\$0	\$205,294	
001	General Fund	87650 - Technical Services Maintenance	\$26,420	\$6,004	\$21,616	\$54,040	\$0	\$54,040	
001	General Fund	87660 - Workers Comp Insurance	\$247,512	\$55,751	\$142,702	\$445,965	\$0	\$445,965	
001	General Fund	87680 - Unemployment Insurance	\$3,857	\$869	\$2,224	\$6,950	\$0	\$6,950	
001	General Fund	87740 - Vehicle Equipment Amortization	\$95,316	\$0	\$0	\$95,316	\$0	\$95,316	
001	General Fund	87840 - Insurance And Surety Bonds	<u>\$143,785</u>	<u>\$32,387</u>	<u>\$82,898</u>	<u>\$259,070</u>	<u>\$0</u>	<u>\$259,070</u>	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$722,184</b>	<b>\$95,011</b>	<b>\$249,440</b>	<b>\$1,066,635</b>	<b>\$0</b>	<b>\$1,066,635</b>	
<b>Subtotal</b>			<b>\$9,358,632</b>	<b>\$1,952,054</b>	<b>\$4,738,327</b>	<b>\$16,049,013</b>	<b>(\$828,718)</b>	<b>\$15,220,295</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Police Investigations and Records  
**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	General Investig'tn	Special Enf. Team	Records	Subtotal	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$415,060	\$89,870	\$296,020	\$504,930	\$0	\$504,930	[b]
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	2%	[b]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$423,361</b>	<b>\$91,668</b>	<b>\$301,940</b>	<b>\$515,029</b>	<b>\$0</b>	<b>\$515,029</b>	

**Total Divisional Costs**

Description	General Investig'tn	Special Enf. Team	Records	Subtotal	Adjustment	Total	Notes
<b>Total</b>	<b>\$9,781,993</b>	<b>\$2,043,722</b>	<b>\$5,040,267</b>	<b>\$16,564,042</b>	<b>(\$828,718)</b>	<b>\$15,735,324</b>	

**Department Administration Costs Assigned to Investigations and Records**

Description	Total	Notes
Department Administration	\$2,163,461	[c]
<b>Subtotal</b>	<b>\$2,163,461</b>	

**Calculation of Uniform Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$17,898,785	
Direct Hours	69,341	[d]
<b>Total</b>	<b>\$258</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$14,112,396	79%	\$204
Equipment	\$0	0%	\$0
Materials / Supplies	\$1,107,899	6%	\$16
Other Costs	\$0	0%	\$0
Overhead	\$2,678,490	15%	\$39
<b>Total</b>	<b>\$17,898,785</b>	<b>100%</b>	<b>\$258</b>

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$8,330,462
Benefit Accounts	\$5,781,934
<b>Total</b>	<b>0.69</b>

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Police Investigations and Records

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	74%	1,387	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.50</b>	

Position	Top Step Hrlly [e]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Community Service Officer II	\$54	\$37	\$91	1.50	\$136	\$16	\$39	\$191
Crime Analyst	\$58	\$40	\$98	1.50	\$147	\$16	\$39	\$202
Forensic Coordinator	\$61	\$42	\$103	1.50	\$154	\$16	\$39	\$209
Office Specialist II	\$41	\$29	\$70	1.50	\$104	\$16	\$39	\$159
Office Specialist III	\$45	\$31	\$77	1.50	\$115	\$16	\$39	\$170
Police Lieutenant	\$117	\$81	\$199	1.50	\$298	\$16	\$39	\$353
Police Officer	\$88	\$61	\$148	1.50	\$222	\$16	\$39	\$277
Police Records Manager	\$69	\$48	\$117	1.50	\$175	\$16	\$39	\$230
Police Records Specialist II	\$54	\$38	\$92	1.50	\$138	\$16	\$39	\$192
Police Records Supervisor	\$60	\$42	\$101	1.50	\$152	\$16	\$39	\$207
Police Sergeant	\$101	\$70	\$172	1.50	\$258	\$16	\$39	\$312
Public Safety Dispatcher	\$68	\$47	\$115	1.50	\$172	\$16	\$39	\$226

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Fully-Burdened Hourly Rate	ICR Multiplier	Notes
Total	50.00	2,080	104,000	\$7,648,368	\$74	\$258	3.51	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[c] To account for department admin support provided but not directly budgeted to direct service units. See Fire Department - Department Administration cost allocation worksheet.

[d] See worksheet labeled: Allocation of Annual Labor Effort - Police Investigations and Records.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Police Fees

Fee Description	Comm Svc Officer II	Police Officer	PD Records Spec II	Police Sergeant	Sr Public Safety Dispatcher	Total	Cost of Service					
							\$191	\$277	\$192	\$312	\$226	
							Comm Svc Officer II	Police Officer	PD Records Spec II	Police Sergeant	Sr Public Safety Dispatcher	Cost of Service
<b>POLICE FEES</b>												
1 Dispatch service required for special events					1.00	1.00	\$0	\$0	\$0	\$0	\$226	\$226
2 Off-duty employment												
3 Second Response Ordinance												
4 Tow Driver Application	0.75					0.75	\$143	\$0	\$0	\$0	\$0	\$143
5 ID Card Renewal (for multiple applicants)	0.50					0.50	\$96	\$0	\$0	\$0	\$0	\$96
6 Taxicab / Pedicab Company Application	35.50					35.50	\$6,781	\$0	\$0	\$0	\$0	\$6,781
7 Taxicab / Pedicab Company Renewal - Per Year	3.75					3.75	\$716	\$0	\$0	\$0	\$0	\$716
8 Taxicab / Pedicab Driver Application	0.75					0.75	\$143	\$0	\$0	\$0	\$0	\$143
9 Taxicab / Pedicab Driver Renewal, Retest or Reinspection	0.75					0.75	\$143	\$0	\$0	\$0	\$0	\$143
10 Taxicab / Pedicab Safety Inspection Fee	1.00					1.00	\$191	\$0	\$0	\$0	\$0	\$191
11 Fingerprinting LiveScan (Sent to Department of Justice)	0.33					0.33	\$64	\$0	\$0	\$0	\$0	\$64
12 Fingerprinting Hard Card (Person Takes Card With Them)	0.33					0.33	\$64	\$0	\$0	\$0	\$0	\$64
13 Police Reports												
14 Crime Analysis Reports												
15 CAD report for legal purposes												
16 Color Photographs												
4" x 6"												
5" x 7"												
8' x 10"												
11" x 14"												
16" x 20"												
20" x 30"												
17 Photo CD's												
18 CD for legal purposes												
19 USB Drive for Police Reports												
20 Clearance Letter			0.25			0.25	\$0	\$0	\$48	\$0	\$0	\$48

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Police Fees

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
<b>POLICE FEES</b>							
1	Dispatch service required for special events	\$223	99%	\$226	100%		
2	Off-duty employment	Per Current Salary Schedule plus Benefits and Current Citywide Overhead Plan		Per Current Salary Schedule plus Benefits and Current Citywide Overhead Plan			
3	Second Response Ordinance	Per Current Salary Schedule plus Benefits and Current Citywide Overhead Plan		Per Current Salary Schedule plus Benefits and Current Citywide Overhead Plan			
4	Tow Driver Application	\$233	163%	\$143	100%		
5	ID Card Renewal (for multiple applicants)	\$100	105%	\$96	100%		
6	Taxicab / Pedicab Company Application	\$7,126	105%	\$6,781	100%		
7	Taxicab / Pedicab Company Renewal - Per Year	\$712	99%	\$716	100%		
8	Taxicab / Pedicab Driver Application	\$250	175%	\$143	100%		
9	Taxicab / Pedicab Driver Renewal, Retest or Reinspection	\$100	70%	\$143	100%		
10	Taxicab / Pedicab Safety Inspection Fee	\$100	52%	\$191	100%		
11	Fingerprinting LiveScan (Sent to Department of Justice)	\$52	82%	\$64	100%	per roll	
12	Fingerprinting Hard Card (Person Takes Card With Them)	\$69	108%	\$64	100%	per card	
13	Police Reports	\$0.20		\$0.20		per page	
14	Crime Analysis Reports	\$0.20		\$0.20		per page	
15	CAD report for legal purposes	\$0.20		\$0.20		per page	
16	Color Photographs						
	4" x 6"	Actual Cost		Actual Cost		cost of duplication	
	5" x 7"	Actual Cost		Actual Cost		cost of duplication	
	8' x 10"	Actual Cost		Actual Cost		cost of duplication	
	11" x 14"	Actual Cost		Actual Cost		cost of duplication	
	16" x 20"	Actual Cost		Actual Cost		cost of duplication	
	20" x 30"	Actual Cost		Actual Cost		cost of duplication	
17	Photo CD's	\$3		\$3		per CD	
18	CD for legal purposes	\$3		\$3		per CD	
19	USB Drive for Police Reports	\$8		\$8		per Device	
20	Clearance Letter	\$35	73%	\$48	100%		

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Police Fees

							Cost of Service					
							\$191	\$277	\$192	\$312	\$226	
Fee Description	Comm Svc Officer II	Police Officer	PD Records Spec II	Police Sergeant	Sr Public Safety Dispatcher	Total	Comm Svc Officer II	Police Officer	PD Records Spec II	Police Sergeant	Sr Public Safety Dispatcher	Cost of Service
21 Citation Sign Off Non-Santa Clara Citations Only	0.17					0.17	\$32	\$0	\$0	\$0	\$0	\$32
22 Alarm Permit Application	0.50					0.50	\$96	\$0	\$0	\$0	\$0	\$96
Non-registration												
Annual Renewal	0.25					0.25	\$48	\$0	\$0	\$0	\$0	\$48
Late												
Reinstatement												
23 False Alarm Calls												
Second false alarm		0.50			0.17	0.67	\$0	\$139	\$0	\$0	\$38	\$176
Third false alarm		0.50			0.17	0.67	\$0	\$139	\$0	\$0	\$38	\$176
Fourth false alarm (\$25 penalty)		0.50			0.17	0.67	\$0	\$139	\$0	\$0	\$38	\$176
Fifth & subsequent false alarms (\$50 penalty)		0.50			0.17	0.67	\$0	\$139	\$0	\$0	\$38	\$176
24 False Alarm Calls Dispatch for a Holdup Alarm (In Addition to False Alarm Fees)		0.50				0.50	\$0	\$139	\$0	\$0	\$0	\$139
25 Residential Parking Permit	0.17					0.17	\$32	\$0	\$0	\$0	\$0	\$32
26 Release of Stored Vehicles	0.17		0.33			0.50	\$32	\$0	\$64	\$0	\$0	\$96
27 Driving Under the Influence Emergency Response							\$0	\$0	\$0	\$0	\$0	
28 Repo Fee (Repossessed Vehicles)	0.17		0.08			0.25	\$32	\$0	\$16	\$0	\$0	\$48
29 Massage Establishment												
Massage Establishment Application - Initial	5.75	1.00				6.75	\$1,098	\$277	\$0	\$0	\$0	\$1,375
Massage Establishment Application - Sole Proprietor (Initial)	4.50	0.50				5.00	\$860	\$139	\$0	\$0	\$0	\$998
Massage Establishment Renewal	4.75	1.00				5.75	\$907	\$277	\$0	\$0	\$0	\$1,184
Massage Establishment Renewal - Sole Proprietor	3.75	0.50				4.25	\$716	\$139	\$0	\$0	\$0	\$855
<del>Massage Establishment Inspections Follow-up</del>	<del>2.00</del>	<del>1.00</del>				<del>3.00</del>	<del>\$382</del>	<del>\$277</del>	<del>\$0</del>	<del>\$0</del>	<del>\$0</del>	<del>\$659</del>
Massage Establishment Permit Amendments	0.50					0.50	\$96	\$0	\$0	\$0	\$0	\$96
30 Closing Out Sale	0.25	0.58				0.83	\$48	\$162	\$0	\$0	\$0	\$209

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Police Fees

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
21	Citation Sign Off Non-Santa Clara Citations Only	\$33	104%	\$32	100%		
22	Alarm Permit Application	\$37	39%	\$37	39%		
	Non-registration	\$50		\$50			
	Annual Renewal	\$15	31%	\$15	31%		
	Late	\$25		\$25			
	Reinstatement	\$15		\$15			
23	False Alarm Calls						
	Second false alarm	\$50	28%	\$50	28%		
	Third false alarm	\$111	63%	\$111	63%		
	Fourth false alarm (\$25 penalty)	\$136	77%	\$136	77%		
	Fifth & subsequent false alarms (\$50 penalty)	\$161	91%	\$161	91%		
24	False Alarm Calls Dispatch for a Holdup Alarm (In Addition to False Alarm Fees)	\$121	87%	\$121	87%		
25	Residential Parking Permit	\$33	104%	\$32	100%		
26	Release of Stored Vehicles	\$86	90%	\$96	100%		
27	Driving Under the Influence Emergency Response	Per Current Salary Schedule plus Benefits and Current Citywide Overhead Plan		Per Current Salary Schedule plus Benefits and Current Citywide Overhead Plan			
28	Repo Fee (Repossessed Vehicles)	\$15		\$15			
29	Massage Establishment						
	Massage Establishment Application - Initial	\$691	50%	\$760	55%		
	Massage Establishment Application - Sole Proprietor (Initial)	\$140	14%	\$154	15%		
	Massage Establishment Renewal	\$555	47%	\$611	52%		
	Massage Establishment Renewal - Sole Proprietor	\$98	11%	\$108	13%		
	<del>Massage Establishment Inspections Follow-up</del>	<del>\$193</del>		<del>\$212</del>	<del>32%</del>		[a]
	Massage Establishment Permit Amendments	\$45	47%	\$50	52%		
30	Closing Out Sale	\$217	104%	\$209	100%		

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Police Fees

Fee Description							Cost of Service					
		Comm Svc Officer II	Police Officer	PD Records Spec II	Police Sergeant	Sr Public Safety Dispatcher	Total	\$191	\$277	\$192	\$312	\$226
								Comm Svc Officer II	Police Officer	PD Records Spec II	Police Sergeant	Sr Public Safety Dispatcher
31	Solicitor/Peddler											
	Solicitor/Peddler Application	1.75					\$334	\$0	\$0	\$0	\$0	\$334
	Solicitor/Peddler/Employee Renewal	0.75					\$143	\$0	\$0	\$0	\$0	\$143
	Solicitor/Peddler Application - Employee Only	0.75					\$143	\$0	\$0	\$0	\$0	\$143
32	Motor Funeral Escort Company											
	Motor Funeral Escort Company - Initial	1.75					\$334	\$0	\$0	\$0	\$0	\$334
	Motor Funeral Escort Company - Renewal	0.75					\$143	\$0	\$0	\$0	\$0	\$143
	Motor Funeral Escort Driver - Initial	0.75					\$143	\$0	\$0	\$0	\$0	\$143
	Motor Funeral Escort Driver - Renewal	0.75					\$143	\$0	\$0	\$0	\$0	\$143
33	Private Security											
	Private Security Application - Initial	1.00					\$191	\$0	\$0	\$0	\$0	\$191
	Private Security Application - Renewal	0.50					\$96	\$0	\$0	\$0	\$0	\$96
34	Pawn/Secondhand Dealer											
	Pawn/Secondhand Dealer - Registration	0.75					\$143	\$0	\$0	\$0	\$0	\$143
	Pawn/Secondhand Dealer - Renewal	0.50					\$96	\$0	\$0	\$0	\$0	\$96
35	Bingo Organization	6.83					\$1,305	\$0	\$0	\$0	\$0	\$1,305
36	Public Entertainment Application											
	Public Entertainment Application	0.75			0.25	1.00	\$143	\$0	\$0	\$78	\$0	\$221
	Public Entertainment Renewal	0.50			0.25	0.75	\$96	\$0	\$0	\$78	\$0	\$174
	Public Entertainment Application – Rolling Fee (for additional employees)	0.33				0.33	\$64	\$0	\$0	\$0	\$0	\$64
37	Public Entertainment General Fines for Violation (Infraction):											
	1st Offense						\$0	\$0	\$0	\$0	\$0	
	2nd Offense						\$0	\$0	\$0	\$0	\$0	
	Subsequent Offenses						\$0	\$0	\$0	\$0	\$0	

[a] Remove from schedule. Captured in renewal fees. Not used.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services - Police Fees

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
31	Solicitor/Peddler						
	Solicitor/Peddler Application	\$283	85%	\$334	100%		
	Solicitor/Peddler/Employee Renewal	\$100	70%	\$143	100%		
	Solicitor/Peddler Application - Employee Only	\$150	105%	\$143	100%		
32	Motor Funeral Escort Company						
	Motor Funeral Escort Company - Initial	\$349	104%	\$334	100%		
	Motor Funeral Escort Company - Renewal	\$76	53%	\$143	100%		
	Motor Funeral Escort Driver - Initial	\$349	244%	\$143	100%		
	Motor Funeral Escort Driver - Renewal	\$76	53%	\$143	100%		
33	Private Security						
	Private Security Application - Initial	\$200	105%	\$191	100%		
	Private Security Application - Renewal	\$76	80%	\$96	100%		
34	Pawn/Secondhand Dealer						
	Pawn/Secondhand Dealer - Registration	\$220	154%	\$143	100%		
	Pawn/Secondhand Dealer - Renewal	\$100	105%	\$96	100%		
35	Bingo Organization	\$1,371	105%	\$1,305	100%		
36	Public Entertainment Application						
	Public Entertainment Application	\$594	268%	\$221	100%		
	Public Entertainment Renewal	\$594	342%	\$174	100%		
	Public Entertainment Application – Rolling Fee (for additional employees)	\$79	124%	\$64	100%		[a]
37	Public Entertainment General Fines for Violation (Infraction):						
	1st Offense	\$150		\$150			
	2nd Offense	\$301		\$300			
	Subsequent Offenses	\$757		\$750			

[a] Remove from schedule. Captured in renewal fees. Not used.



**City of  
Santa Clara**  
The Center of What's Possible

**Public Works Department Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Engineering

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Less: Breaks, Admin, Train [d]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Director of Public Works	0.75	2,080	216	374	1,490	1,118	100%	0%	100%	1,118	-	1,118	\$151	\$235,217
Assistant Director of Public Works/City En	1.00	2,080	216	374	1,490	1,490	80%	20%	100%	1,192	298	1,490	\$123	\$256,589
Management Analyst	1.00	2,080	216	374	1,490	1,490	100%	0%	100%	1,490	-	1,490	\$67	\$139,402
Office Specialist II	0.50	2,080	216	374	1,490	745	100%	0%	100%	745	-	745	\$41	\$42,765
Office Specialist III	1.00	2,080	216	374	1,490	1,490	100%	0%	100%	1,490	-	1,490	\$45	\$94,099
Office Specialist IV	1.00	2,080	216	374	1,490	1,490	100%	0%	100%	1,490	-	1,490	\$48	\$98,842
Account Clerk II	1.00	2,080	216	374	1,490	1,490	100%	0%	100%	1,490	-	1,490	\$46	\$96,470
Chief of Party	1.00	2,080	216	374	1,490	1,490	0%	100%	100%	-	1,490	1,490	\$61	\$126,464
Principal Engineer	4.00	2,080	216	374	1,490	5,960	70%	30%	100%	4,172	1,788	5,960	\$107	\$892,486
Public Works Inspector	4.00	2,080	216	374	1,490	5,960	0%	100%	100%	-	5,960	5,960	\$64	\$533,206
Senior Engineer (Civil)	9.00	2,080	216	374	1,490	13,410	0%	100%	100%	-	13,410	13,410	\$91	\$1,695,283
Senior Engineering Aide	2.00	2,080	216	374	1,490	2,980	0%	100%	100%	-	2,980	2,980	\$52	\$218,150
Associate Engineer (Civil)	10.00	2,080	216	374	1,490	14,900	0%	100%	100%	-	14,900	14,900	\$76	\$1,590,368
Principal Planner	1.00	2,080	216	374	1,490	1,490	0%	100%	100%	-	1,490	1,490	\$87	\$179,941
Traffic Engineer	1.00	2,080	216	374	1,490	1,490	80%	20%	100%	1,192	298	1,490	\$123	\$256,589
Traffic Operations Engineer	1.00	2,080	216	374	1,490	1,490	0%	100%	100%	-	1,490	1,490	\$84	\$175,011
<b>Total</b>	<b>39.25</b>					<b>58,483</b>				<b>14,379</b>	<b>44,104</b>	<b>58,483</b>		\$6,630,882
<b>Total</b>										<b>25%</b>	<b>75%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Engineering

FY 22/23 Forecast Expenses [a]		Program	4411	4412	4413	4431	4432	4433	4434	4435	4441	4442	4443
Fund #	Fund Desc	Account Desc	Eng Admin - Gen Svc	Eng Admin - Dev Svc	Eng Admin - CIP	Traffic - Gen Svc	Traffic - Dev Svc	Traffic - CIP	Traffic - Signal M.	Traffic - Stripe Sign	Design - Gen Svc	Design - Dev Svc	Design - CIP
001	General Fund	87010 - Salary And Wages - Regular	\$273,887	\$273,895	\$39,225	\$187,370	\$453,696	\$0	\$230,463	\$115,254	\$4,347	\$149,296	\$0
001	General Fund	87011 - Salary Attrition and VTO	(\$12,901)	(\$14,767)	\$0	(\$17,651)	(\$27,321)	\$0	(\$11,075)	(\$4,304)	(\$17,532)	(\$8,166)	\$0
001	General Fund	87020 - Salary And Wages - As Needed	\$0	\$0	\$0	\$24,205	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$698	\$0	\$0	\$0	\$0	\$0	\$31,290	\$0	\$511	\$0	\$0
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	\$0	\$0	\$0	(\$39,739)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$261,684</b>	<b>\$259,128</b>	<b>\$39,225</b>	<b>\$154,185</b>	<b>\$426,375</b>	<b>\$0</b>	<b>\$250,678</b>	<b>\$110,950</b>	<b>(\$12,674)</b>	<b>\$141,130</b>	<b>\$0</b>
001	General Fund	87212 - PERS - Misc	\$89,765	\$89,767	\$13,717	\$101,970	\$158,652	\$0	\$80,593	\$40,304	\$41,804	\$52,210	\$0
001	General Fund	87221 - Medicare	\$4,158	\$4,158	\$585	\$2,944	\$6,855	\$0	\$3,518	\$1,756	\$155	\$2,235	\$0
001	General Fund	87222 - Social Security	\$12,074	\$12,074	\$2,503	\$8,536	\$20,914	\$0	\$11,100	\$5,978	(\$859)	\$6,832	\$0
001	General Fund	87223 - Social Security - OT	\$45	\$0	\$0	\$3,750	\$0	\$0	\$1,940	\$0	\$32	\$0	\$0
001	General Fund	87224 - Medicare OT	\$10	\$0	\$0	\$4,179	\$0	\$0	\$454	\$0	\$7	\$0	\$0
001	General Fund	87230 - Health Allocation	\$21,525	\$21,525	\$4,532	\$10,806	\$30,037	\$0	\$15,288	\$8,356	(\$2,303)	\$9,884	\$0
001	General Fund	87241 - Dental - City Paid	\$477	\$478	\$93	\$280	\$673	\$0	\$353	\$193	(\$24)	\$216	\$0
001	General Fund	87242 - Long Term Disability-City Paid	\$691	\$691	\$81	\$56	\$226	\$0	\$0	\$0	\$76	\$38	\$0
001	General Fund	87243 - Vision- City Paid	\$226	\$225	\$40	\$120	\$287	\$0	\$154	\$84	(\$11)	\$96	\$0
001	General Fund	87250 - Basic Life Insurance	\$145	\$146	\$41	\$120	\$294	\$0	\$156	\$84	(\$12)	\$96	\$0
001	General Fund	87271 - VEBA	\$1,041	\$1,041	\$204	\$600	\$1,470	\$0	\$780	\$420	(\$60)	\$480	\$0
001	General Fund	87272 - EAP	\$85	\$84	\$16	\$45	\$123	\$0	\$66	\$31	(\$3)	\$40	\$0
001	General Fund	87274 - Auto Allowance	\$3,144	\$3,144	\$816	\$720	\$2,640	\$0	\$240	\$120	\$480	\$240	\$0
001	General Fund	87275 - Mobile Phone Allowance	\$317	\$317	\$326	\$288	\$1,056	\$0	\$96	\$48	\$192	\$96	\$0
001	General Fund	87279 - Misc. Other Benefits	\$0	\$0	\$0	\$170	\$370	\$0	\$260	\$140	(\$60)	\$140	\$0
001	General Fund	87390 - OPEB	\$6,147	\$6,147	\$1,205	\$3,545	\$8,685	\$0	\$4,605	\$2,478	(\$349)	\$2,832	\$0
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$139,850</b>	<b>\$139,797</b>	<b>\$24,159</b>	<b>\$138,129</b>	<b>\$232,282</b>	<b>\$0</b>	<b>\$119,603</b>	<b>\$59,992</b>	<b>\$39,065</b>	<b>\$75,435</b>	<b>\$0</b>
001	General Fund	87500 - Operating Supplies	\$4,223	\$0	\$0	\$3,380	\$0	\$0	\$0	\$0	\$17,043	\$0	\$0
001	General Fund	87600 - Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$804,871	\$0	\$0	\$0	\$0
001	General Fund	87825 - Conference, Travel and Training	\$6,340	\$0	\$0	\$1,872	\$0	\$0	\$0	\$0	\$3,320	\$0	\$0
001	General Fund	87870 - Contractual Serv Not Class	\$2,239	\$0	\$0	\$20,539	\$0	\$0	\$0	\$0	(\$6,670)	\$0	\$0
001	General Fund	87900 - Rent Expense	\$0	\$0	\$0	\$93	\$0	\$0	\$0	\$0	\$93	\$0	\$0
001	General Fund	87940 - Mandated Program Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$12,802</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,884</b>	<b>\$0</b>	<b>\$0</b>	<b>\$804,871</b>	<b>\$0</b>	<b>\$13,786</b>	<b>\$0</b>	<b>\$0</b>
001	General Fund	87640 - Vehicle Equipment Maintenance	\$0	\$0	\$0	\$4,179	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001	General Fund	87650 - Technical Services Maintenance	\$6,031	\$5,212	\$5,310	\$14,063	\$9,490	\$7,124	\$14,623	\$1,518	\$16,232	\$2,875	\$20,070
001	General Fund	87660 - Workers Comp Insurance	\$7,567	\$7,745	\$1,102	\$5,283	\$12,904	\$0	\$6,566	\$3,241	\$99	\$4,254	\$0
001	General Fund	87680 - Unemployment Insurance	\$237	\$243	\$35	\$166	\$405	\$0	\$206	\$102	\$3	\$133	\$0
001	General Fund	87740 - Vehicle Equipment Amortization	\$0	\$0	\$0	\$6,973	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001	General Fund	87750 - Communi Equipment Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001	General Fund	87840 - Insurance And Surety Bonds	\$8,846	\$9,054	\$1,288	\$6,176	\$15,084	\$0	\$7,676	\$3,789	\$115	\$4,974	\$0
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$22,681</b>	<b>\$22,254</b>	<b>\$7,735</b>	<b>\$36,840</b>	<b>\$37,883</b>	<b>\$7,124</b>	<b>\$29,071</b>	<b>\$8,650</b>	<b>\$16,449</b>	<b>\$12,236</b>	<b>\$20,070</b>
044	CIP	87010 - Salary And Wages - Regular	\$0	\$0	\$240,449	\$0	\$0	\$440,779	\$0	\$0	\$0	\$0	\$1,172,694
044	CIP	87011 - Salary Attrition and VTO	\$0	\$0	(\$15,088)	\$0	\$0	(\$20,184)	\$0	\$0	\$0	\$0	(\$55,965)
044	CIP	87030 - S & W - O.T. Vacation Relief	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,540

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Engineering

FY 22/23 Forecast Expenses [a]		Program	4451	4452	4461	4462	4463				
Fund #	Fund Desc	Account Desc	Prop Dev - Gen Svc	Prop Dev - Dev Supp.	Field Svc - Gen Svc	Field Svc - Dev Svc	Field Svc - CIP	Subtotal	Adjustment	Total	Notes
001	General Fund	87010 - Salary And Wages - Regular	\$171,837	\$1,102,740	\$146,479	\$418,890	\$110,885	\$3,678,264	\$0	\$3,678,264	
001	General Fund	87011 - Salary Attrition and VTO	(\$19,449)	(\$51,242)	(\$8,307)	(\$22,214)	\$0	(\$214,929)	\$0	(\$214,929)	
001	General Fund	87020 - Salary And Wages - As Needed	(\$34,000)	\$69,629	\$16,137	\$0	\$0	\$75,971	\$0	\$75,971	
001	General Fund	87030 - S & W - O.T. Vacation Relief	\$0	\$10,712	\$0	\$5,168	\$0	\$48,379	\$0	\$48,379	
001	General Fund	87110 - Contra 870x0-Reimbd Sal & Wage	\$0	\$0	\$0	\$0	\$0	(\$39,739)	\$39,739	\$0	
<b>001</b>	<b>General Fund</b>	<b>1 Salary Accounts</b>	<b>\$118,388</b>	<b>\$1,131,839</b>	<b>\$154,309</b>	<b>\$401,844</b>	<b>\$110,885</b>	<b>\$3,547,946</b>	<b>\$39,739</b>	<b>\$3,587,685</b>	
001	General Fund	87212 - PERS - Misc	\$60,091	\$385,627	\$51,225	\$146,488	\$38,776	\$1,350,989	\$0	\$1,350,989	
001	General Fund	87221 - Medicare	\$2,613	\$16,413	\$2,171	\$6,310	\$1,682	\$55,553	\$0	\$55,553	
001	General Fund	87222 - Social Security	\$7,356	\$55,241	\$6,961	\$23,577	\$7,192	\$179,479	\$0	\$179,479	
001	General Fund	87223 - Social Security - OT	\$0	\$664	\$0	\$308	\$0	\$6,739	\$0	\$6,739	
001	General Fund	87224 - Medicare OT	\$0	\$155	\$0	\$71	\$0	\$4,876	\$0	\$4,876	
001	General Fund	87230 - Health Allocation	\$10,390	\$83,755	\$11,608	\$38,034	\$12,455	\$275,892	\$0	\$275,892	
001	General Fund	87241 - Dental - City Paid	\$241	\$1,815	\$246	\$837	\$275	\$6,153	\$0	\$6,153	
001	General Fund	87242 - Long Term Disability-City Paid	\$199	\$936	\$392	\$1,446	\$574	\$5,406	\$0	\$5,406	
001	General Fund	87243 - Vision- City Paid	\$103	\$789	\$106	\$360	\$118	\$2,697	\$0	\$2,697	
001	General Fund	87250 - Basic Life Insurance	\$100	\$716	\$66	\$168	\$36	\$2,156	\$0	\$2,156	
001	General Fund	87271 - VEBA	\$522	\$3,978	\$540	\$1,830	\$600	\$13,446	\$0	\$13,446	
001	General Fund	87272 - EAP	\$39	\$328	\$45	\$148	\$49	\$1,096	\$0	\$1,096	
001	General Fund	87274 - Auto Allowance	\$960	\$1,440	\$720	\$720	\$0	\$15,384	\$0	\$15,384	
001	General Fund	87275 - Mobile Phone Allowance	\$384	\$576	\$288	\$288	\$0	\$4,272	\$0	\$4,272	
001	General Fund	87279 - Misc. Other Benefits	\$86	\$1,151	\$67	\$337	\$120	\$2,781	\$0	\$2,781	
001	General Fund	87390 - OPEB	\$3,081	\$23,492	\$3,189	\$10,804	\$3,543	\$79,404	\$0	\$79,404	
<b>001</b>	<b>General Fund</b>	<b>2 Benefit Accounts</b>	<b>\$86,165</b>	<b>\$577,076</b>	<b>\$77,624</b>	<b>\$231,726</b>	<b>\$65,420</b>	<b>\$2,006,323</b>	<b>\$0</b>	<b>\$2,006,323</b>	
001	General Fund	87500 - Operating Supplies	\$14,942	\$0	\$14,338	\$0	\$0	\$53,926	\$0	\$53,926	
001	General Fund	87600 - Maintenance	\$0	\$0	\$0	\$0	\$0	\$804,871	(\$804,871)	\$0	
001	General Fund	87825 - Conference, Travel and Training	\$8,113	\$0	\$6,486	\$0	\$0	\$26,131	\$0	\$26,131	
001	General Fund	87870 - Contractual Serv Not Class	\$23,978	\$0	\$17,354	\$0	\$0	\$57,440	(\$57,440)	\$0	
001	General Fund	87900 - Rent Expense	\$0	\$0	\$0	\$0	\$0	\$186	\$0	\$186	
001	General Fund	87940 - Mandated Program Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>001</b>	<b>General Fund</b>	<b>3 Mat/Serv/Sup</b>	<b>\$47,033</b>	<b>\$0</b>	<b>\$38,178</b>	<b>\$0</b>	<b>\$0</b>	<b>\$942,554</b>	<b>(\$862,311)</b>	<b>\$80,243</b>	
001	General Fund	87640 - Vehicle Equipment Maintenance	\$0	\$0	\$21,328	\$0	\$0	\$25,507	\$0	\$25,507	
001	General Fund	87650 - Technical Services Maintenance	\$13,102	\$28,560	\$10,900	\$10,338	\$21,328	\$186,776	\$0	\$186,776	
001	General Fund	87660 - Workers Comp Insurance	\$6,104	\$29,841	\$4,144	\$11,846	\$3,092	\$103,788	\$0	\$103,788	
001	General Fund	87680 - Unemployment Insurance	\$191	\$936	\$130	\$371	\$97	\$3,255	\$0	\$3,255	
001	General Fund	87740 - Vehicle Equipment Amortization	\$0	\$0	\$17,817	\$0	\$0	\$24,790	\$0	\$24,790	
001	General Fund	87750 - Communi Equipment Amortization	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
001	General Fund	87840 - Insurance And Surety Bonds	\$7,136	\$34,885	\$4,844	\$13,849	\$3,614	\$121,330	\$0	\$121,330	
<b>001</b>	<b>General Fund</b>	<b>5 Interfund Services</b>	<b>\$26,533</b>	<b>\$94,222</b>	<b>\$59,163</b>	<b>\$36,404</b>	<b>\$28,131</b>	<b>\$465,446</b>	<b>\$0</b>	<b>\$465,446</b>	
044	CIP	87010 - Salary And Wages - Regular	\$0	\$0	\$0	\$0	\$438,425	\$2,292,347	\$0	\$2,292,347	
044	CIP	87011 - Salary Attrition and VTO	\$0	\$0	\$0	\$0	(\$40,034)	(\$131,271)	\$0	(\$131,271)	
044	CIP	87030 - S & W - O.T. Vacation Relief	\$0	\$0	\$0	\$0	\$0	\$1,540	(\$1,540)	\$0	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Engineering

<b>044</b>	<b>CIP</b>	<b>1 Salary Accounts</b>	<b>\$0</b>	<b>\$0</b>	<b>\$225,361</b>	<b>\$0</b>	<b>\$0</b>	<b>\$420,595</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,118,269</b>
044	CIP	87212 - PERS - Misc	\$0	\$0	\$78,076	\$0	\$0	\$154,139	\$0	\$0	\$0	\$0	\$410,091
044	CIP	87221 - Medicare	\$0	\$0	\$3,662	\$0	\$0	\$6,711	\$0	\$0	\$0	\$0	\$17,548
044	CIP	87222 - Social Security	\$0	\$0	\$9,874	\$0	\$0	\$21,769	\$0	\$0	\$0	\$0	\$53,791
044	CIP	87223 - Social Security - OT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95
044	CIP	87224 - Medicare OT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
044	CIP	87230 - Health Allocation	\$0	\$0	\$17,539	\$0	\$0	\$30,495	\$0	\$0	\$0	\$0	\$77,957
044	CIP	87241 - Dental - City Paid	\$0	\$0	\$394	\$0	\$0	\$700	\$0	\$0	\$0	\$0	\$1,732
044	CIP	87242 - Long Term Disability-City Paid	\$0	\$0	\$624	\$0	\$0	\$93	\$0	\$0	\$0	\$0	\$267
044	CIP	87243 - Vision- City Paid	\$0	\$0	\$193	\$0	\$0	\$303	\$0	\$0	\$0	\$0	\$743
044	CIP	87250 - Basic Life Insurance	\$0	\$0	\$107	\$0	\$0	\$306	\$0	\$0	\$0	\$0	\$756
044	CIP	87271 - VEBA	\$0	\$0	\$864	\$0	\$0	\$1,530	\$0	\$0	\$0	\$0	\$3,780
044	CIP	87272 - EAP	\$0	\$0	\$70	\$0	\$0	\$126	\$0	\$0	\$0	\$0	\$300
044	CIP	87274 - Auto Allowance	\$0	\$0	\$2,376	\$0	\$0	\$1,080	\$0	\$0	\$0	\$0	\$1,680
044	CIP	87275 - Mobile Phone Allowance	\$0	\$0	\$0	\$0	\$0	\$432	\$0	\$0	\$0	\$0	\$672
044	CIP	87279 - Misc. Other Benefits	\$0	\$0	\$0	\$0	\$0	\$460	\$0	\$0	\$0	\$0	\$1,120
044	CIP	87390 - OPEB	\$0	\$0	\$5,102	\$0	\$0	\$9,037	\$0	\$0	\$0	\$0	\$0
<b>044</b>	<b>CIP</b>	<b>2 Benefit Accounts</b>	<b>\$0</b>	<b>\$0</b>	<b>\$118,881</b>	<b>\$0</b>	<b>\$0</b>	<b>\$227,181</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$570,555</b>
044	CIP	87870 - Contractual Serv Not Class	\$0	\$0	\$22,629	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,318
<b>044</b>	<b>CIP</b>	<b>3 Mat/Serv/Sup</b>	<b>\$0</b>	<b>\$0</b>	<b>\$22,629</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$22,318</b>
044	CIP	87660 - Workers Comp Insurance	\$0	\$0	\$6,806	\$0	\$0	\$12,504	\$0	\$0	\$0	\$0	\$22,629
044	CIP	87680 - Unemployment Insurance	\$0	\$0	\$213	\$0	\$0	\$392	\$0	\$0	\$0	\$0	\$33,427
044	CIP	87840 - Insurance And Surety Bonds	\$0	\$0	\$7,957	\$0	\$0	\$14,618	\$0	\$0	\$0	\$0	\$1,048
044	CIP	87994 - Services from Other Funds-CAP	\$0	\$0	\$107,413	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,077
<b>044</b>	<b>CIP</b>	<b>5 Interfund Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$122,389</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,514</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$96,181</b>
044	CIP	89953 - Trs Out - CIP	\$0	\$0	\$0	\$0	\$0	\$1,815,000	\$0	\$0	\$0	\$0	\$5,689,479
<b>044</b>	<b>CIP</b>	<b>5 Interfund Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,815,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,689,479</b>
<b>Subtotal</b>			<b>\$437,017</b>	<b>\$421,179</b>	<b>\$560,379</b>	<b>\$355,038</b>	<b>\$696,540</b>	<b>\$2,497,414</b>	<b>\$1,204,223</b>	<b>\$179,592</b>	<b>\$56,626</b>	<b>\$228,801</b>	<b>\$7,516,872</b>

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Eng Admin - Gen Svc	Eng Admin - Dev Svc	Eng Admin - CIP	Traffic - Gen Svc	Traffic - Dev Svc	Traffic - CIP	Traffic - Signal M.	Traffic - Stripe Sign	Design - Gen Svc	Design - Dev Svc	Design - CIP
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$219,670	\$19,368	\$6,574	\$103,170	\$31,130	\$36,316	\$57,639	\$3,352	\$104,736	\$7,082	\$64,401
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$224,063</b>	<b>\$19,755</b>	<b>\$6,706</b>	<b>\$105,234</b>	<b>\$31,753</b>	<b>\$37,042</b>	<b>\$58,792</b>	<b>\$3,419</b>	<b>\$106,830</b>	<b>\$7,224</b>	<b>\$65,689</b>

**Total Divisional Costs**

Description	Eng Admin - Gen Svc	Eng Admin - Dev Svc	Eng Admin - CIP	Traffic - Gen Svc	Traffic - Dev Svc	Traffic - CIP	Traffic - Signal M.	Traffic - Stripe Sign	Design - Gen Svc	Design - Dev Svc	Design - CIP
<b>Total</b>	<b>\$661,080</b>	<b>\$440,934</b>	<b>\$567,085</b>	<b>\$460,272</b>	<b>\$728,293</b>	<b>\$2,534,456</b>	<b>\$1,263,015</b>	<b>\$183,011</b>	<b>\$163,456</b>	<b>\$236,025</b>	<b>\$7,582,561</b>

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Engineering

<b>044</b>	<b>CIP</b>	<b>1 Salary Accounts</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$398,391</b>	<b>\$2,162,616</b>	<b>(\$1,540)</b>	<b>\$2,161,076</b>
044	CIP	87212 - PERS - Misc	\$0	\$0	\$0	\$0	\$192,861	\$835,167	\$0	\$835,167
044	CIP	87221 - Medicare	\$0	\$0	\$0	\$0	\$8,346	\$36,267	\$0	\$36,267
044	CIP	87222 - Social Security	\$0	\$0	\$0	\$0	\$31,308	\$116,742	\$0	\$116,742
044	CIP	87223 - Social Security - OT	\$0	\$0	\$0	\$0	\$0	\$95	\$0	\$95
044	CIP	87224 - Medicare OT	\$0	\$0	\$0	\$0	\$0	\$23	\$0	\$23
044	CIP	87230 - Health Allocation	\$0	\$0	\$0	\$0	\$50,100	\$176,091	\$0	\$176,091
044	CIP	87241 - Dental - City Paid	\$0	\$0	\$0	\$0	\$1,112	\$3,938	\$0	\$3,938
044	CIP	87242 - Long Term Disability-City Paid	\$0	\$0	\$0	\$0	\$1,934	\$2,918	\$0	\$2,918
044	CIP	87243 - Vision- City Paid	\$0	\$0	\$0	\$0	\$486	\$1,725	\$0	\$1,725
044	CIP	87250 - Basic Life Insurance	\$0	\$0	\$0	\$0	\$224	\$1,393	\$0	\$1,393
044	CIP	87271 - VEBA	\$0	\$0	\$0	\$0	\$2,430	\$8,604	\$0	\$8,604
044	CIP	87272 - EAP	\$0	\$0	\$0	\$0	\$197	\$693	\$0	\$693
044	CIP	87274 - Auto Allowance	\$0	\$0	\$0	\$0	\$960	\$6,096	\$0	\$6,096
044	CIP	87275 - Mobile Phone Allowance	\$0	\$0	\$0	\$0	\$384	\$1,488	\$0	\$1,488
044	CIP	87279 - Misc. Other Benefits	\$0	\$0	\$0	\$0	\$393	\$1,973	\$0	\$1,973
044	CIP	87390 - OPEB	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$14,353</u>	<u>\$28,492</u>	<u>\$0</u>	<u>\$28,492</u>
<b>044</b>	<b>CIP</b>	<b>2 Benefit Accounts</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$305,088</b>	<b>\$1,221,705</b>	<b>\$0</b>	<b>\$1,221,705</b>
044	CIP	87870 - Contractual Serv Not Class	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$404,744</u>	<u>\$449,691</u>	<u>(\$449,691)</u>	<u>\$0</u>
<b>044</b>	<b>CIP</b>	<b>3 Mat/Serv/Sup</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$404,744</b>	<b>\$449,691</b>	<b>(\$449,691)</b>	<b>\$0</b>
044	CIP	87660 - Workers Comp Insurance	\$0	\$0	\$0	\$0	\$15,515	\$57,454	\$0	\$57,454
044	CIP	87680 - Unemployment Insurance	\$0	\$0	\$0	\$0	\$486	\$34,518	\$0	\$34,518
044	CIP	87840 - Insurance And Surety Bonds	\$0	\$0	\$0	\$0	\$18,137	\$41,760	\$0	\$41,760
044	CIP	87994 - Services from Other Funds-CAP	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$146,490</u>	<u>\$0</u>	<u>\$146,490</u>
<b>044</b>	<b>CIP</b>	<b>5 Interfund Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,138</b>	<b>\$280,222</b>	<b>\$0</b>	<b>\$280,222</b>
044	CIP	89953 - Trs Out - CIP	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$7,504,479</u>	<u>(\$7,504,479)</u>	<u>\$0</u>
<b>044</b>	<b>CIP</b>	<b>5 Interfund Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,504,479</b>	<b>(\$7,504,479)</b>	<b>\$0</b>
<b>Subtotal</b>			<b>\$278,119</b>	<b>\$1,803,137</b>	<b>\$329,274</b>	<b>\$669,974</b>	<b>\$1,346,797</b>	<b>\$18,580,982</b>	<b>(\$8,778,282)</b>	<b>\$9,802,700</b>

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Prop Dev - Gen Svc	Prop Dev - Dev Supp.	Field Svc - Gen Svc	Field Svc - Dev Svc	Field Svc - CIP	Subtotal	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$70,762	\$168,394	\$50,802	\$59,490	\$80,429	\$1,083,314	\$0	\$1,083,314	[b]
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$72,177</b>	<b>\$171,762</b>	<b>\$51,818</b>	<b>\$60,680</b>	<b>\$82,037</b>	<b>\$1,104,981</b>	<b>\$0</b>	<b>\$1,104,981</b>	

**Total Divisional Costs**

Description	Prop Dev - Gen Svc	Prop Dev - Dev Supp.	Field Svc - Gen Svc	Field Svc - Dev Svc	Field Svc - CIP	Subtotal	Adjustment	Total	Notes
<b>Total</b>	<b>\$350,296</b>	<b>\$1,974,899</b>	<b>\$381,092</b>	<b>\$730,654</b>	<b>\$1,428,834</b>	<b>\$19,685,963</b>	<b>(\$8,778,282)</b>	<b>\$10,907,681</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Engineering

**Calculation of Uniform Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$10,907,681	
Direct Hours	44,104	[d]
<b>Total</b>	<b>\$247</b>	

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$5,748,761
Benefit Accounts	\$3,228,028
<b>Total</b>	<b>0.56</b>

**Allocation of Personnel Costs**

**Total Personnel Costs**

Description	Total	Notes
Personnel Costs	\$8,976,789	

Description	Total	Total
Divisional Administration (Overhead)	25%	\$2,207,032
Direct Services	75%	\$6,769,757
<b>Total</b>	<b>100%</b>	<b>\$8,976,789</b>

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$6,769,757	62%	\$153
Equipment	\$0	0%	\$0
Materials / Supplies	\$679,421	6%	\$15
Other Costs	\$0	0%	\$0
Overhead	\$3,458,503	32%	\$78
<b>Total</b>	<b>\$10,907,681</b>	<b>100%</b>	<b>\$247</b>

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Engineering

**Calculation of Uniform Fully-Burdened Hourly Rate**

Description
Divisional Expenses
Direct Hours
<b>Total</b>

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts
Benefit Accounts
<b>Total</b>

**Allocation of Personnel Costs**

**Total Personnel Costs**

Description
Personnel Costs

Description
Divisional Administration (Overhead)
Direct Services
<b>Total</b>

**Full Cost Factors for Hourly Rate Buildup**

Description
Personnel
Equipment
Materials / Supplies
Other Costs
Overhead
<b>Total</b>

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Adjust for Admin	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	(374)	1,490	100%	1,490	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>						<b>1.40</b>	

Position	Top Step Hrly [e]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Director of Public Works	\$151	\$85	\$235	1.40	\$329	\$15	\$78	\$422
Assistant Director of Public Works/City Engineer	\$123	\$69	\$193	1.40	\$269	\$15	\$78	\$363
Management Analyst	\$67	\$38	\$105	1.40	\$146	\$15	\$78	\$240
Office Specialist II	\$41	\$23	\$64	1.40	\$90	\$15	\$78	\$183
Office Specialist III	\$45	\$25	\$71	1.40	\$99	\$15	\$78	\$192
Office Specialist IV	\$48	\$27	\$74	1.40	\$104	\$15	\$78	\$197
Account Clerk II	\$46	\$26	\$72	1.40	\$101	\$15	\$78	\$195
Chief of Party	\$61	\$34	\$95	1.40	\$133	\$15	\$78	\$226
Principal Engineer	\$107	\$60	\$168	1.40	\$234	\$15	\$78	\$328
Public Works Inspector	\$64	\$36	\$100	1.40	\$140	\$15	\$78	\$234
Senior Engineer (Civil)	\$91	\$51	\$141	1.40	\$197	\$15	\$78	\$291
Senior Engineering Aide	\$52	\$29	\$82	1.40	\$114	\$15	\$78	\$208
Associate Engineer (Civil)	\$76	\$43	\$119	1.40	\$167	\$15	\$78	\$260
Principal Planner	\$87	\$49	\$135	1.40	\$189	\$15	\$78	\$282
Traffic Engineer	\$123	\$69	\$193	1.40	\$269	\$15	\$78	\$363
Traffic Operations Engineer	\$84	\$47	\$131	1.40	\$183	\$15	\$78	\$277
Assistant Engineer (Civil)	\$73	\$41	\$114	1.40	\$158	\$15	\$78	\$252

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	39.25	2,080	81,640	\$6,630,882	\$81	\$247	3.04	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] See worksheet labeled: Allocation of Annual Labor Effort - Engineering.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

**Calculation of Direct Hours Ratio (Billing Factor)**

Description
Hours
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Dire</b>

Position
Director of Public Works
Assistant Director of Public Works/City Engineer
Management Analyst
Office Specialist II
Office Specialist III
Office Specialist IV
Account Clerk II
Chief of Party
Principal Engineer
Public Works Inspector
Senior Engineer (Civil)
Senior Engineering Aide
Associate Engineer (Civil)
Principal Planner
Traffic Engineer
Traffic Operations Engineer
Assistant Engineer (Civil)

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to I**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step**

Description
Total

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts t

[d] See worksheet labeled: Allocation of Annual Labor Effort - Engineering.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of San

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Service Time										
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Total
<b>Parcel Map and Record of Survey Checking Fee</b>												
1	Parcel Map and Record of Survey Checking Fee (Includes 3 checks)											
2	Parcel Map and Record of Survey Checking Fee (4th and Subsequent Reviews)											
<b>Final Map Checking Fee</b>												
3	Final Map Checking Fee - First 5 lots (Includes 3 checks)											
4	Final Map Checking Fee - First 5 lots (4th and Subsequent Reviews)											
5	Final Map Checking Fee - Each additional lot beyond 5 lots (Includes 3 checks)											
6	Final Map Checking Fee - Each additional lot beyond 5 lots (4th and Subsequent Reviews)											
<b>Amended Map Checking Fee</b>												
7	Amended Parcel Map and Record of Survey Checking Fee (Includes 2 Checks)											
8	Amended Parcel Map and Record of Survey Checking Fee (3rd and Subsequent Reviews)											
9	Amended Final Map Checking Fee (Includes 2 checks)											
10	Amended Final Map Checking Fee (3rd and Subsequent Reviews)											
<b>Certificate of Correction</b>												
11	Processing Certificate of Correction (For Final / Parcel Maps) (Includes 2 Checks)											
12	Processing Certificate of Correction (3rd and Subsequent Reviews)											
<b>Assessment District Reapportionment Fee - Assemblage / Parcel Split</b>												
13	Assessment District Reapportionment Fee - Assemblage / Parcel Split - First 2 parcels					2.00			28.00			30.00
14	Assessment District Reapportionment Fee - Assemblage / Parcel Split - Each Subsequent Parcel					1.50			6.00			7.50
<b>Certificate of Compliance</b>												
15	Processing Certificate of Compliance (Includes 2 Checks)											
16	Processing Certificate of Compliance (3rd and Subsequent Reviews)											

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Estimated Cost of Labor										
		\$260	\$252	\$363	\$226	\$328	\$282	\$234	\$291	\$208	\$363	
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Labor Cost of Service
<b>Parcel Map and Record of Survey Checking Fee</b>												
1	Parcel Map and Record of Survey Checking Fee (Includes 3 checks)											
2	Parcel Map and Record of Survey Checking Fee (4th and Subsequent Reviews)											
<b>Final Map Checking Fee</b>												
3	Final Map Checking Fee - First 5 lots (Includes 3 checks)											
4	Final Map Checking Fee - First 5 lots (4th and Subsequent Reviews)											
5	Final Map Checking Fee - Each additional lot beyond 5 lots (Includes 3 checks)											
6	Final Map Checking Fee - Each additional lot beyond 5 lots (4th and Subsequent Reviews)											
<b>Amended Map Checking Fee</b>												
7	Amended Parcel Map and Record of Survey Checking Fee (Includes 2 Checks)											
8	Amended Parcel Map and Record of Survey Checking Fee (3rd and Subsequent Reviews)											
9	Amended Final Map Checking Fee (Includes 2 checks)											
10	Amended Final Map Checking Fee (3rd and Subsequent Reviews)											
<b>Certificate of Correction</b>												
11	Processing Certificate of Correction (For Final / Parcel Maps) (Includes 2 Checks)											
12	Processing Certificate of Correction (3rd and Subsequent Reviews)											
<b>Assessment District Reapportionment Fee - Assemblage / Parcel Split</b>												
13	Assessment District Reapportionment Fee - Assemblage / Parcel Split - First 2 parcels					\$656			\$8,148			\$8,804
14	Assessment District Reapportionment Fee - Assemblage / Parcel Split - Each Subsequent Parcel					\$492			\$1,746			\$2,238
<b>Certificate of Compliance</b>												
15	Processing Certificate of Compliance (Includes 2 Checks)											
16	Processing Certificate of Compliance (3rd and Subsequent Reviews)											

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information					
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes
<b>Parcel Map and Record of Survey Checking Fee</b>							
1	Parcel Map and Record of Survey Checking Fee (Includes 3 checks)	\$7,760	97%	\$7,993	100%	per map	[a]
2	Parcel Map and Record of Survey Checking Fee (4th and Subsequent Reviews)	\$1,365	97%	\$1,406	100%	per map	[a]
<b>Final Map Checking Fee</b>							
3	Final Map Checking Fee - First 5 lots (Includes 3 checks)	\$9,875	97%	\$10,172	100%	per map	[a]
4	Final Map Checking Fee - First 5 lots (4th and Subsequent Reviews)	\$1,365	97%	\$1,406	100%	per map	[a]
5	Final Map Checking Fee - Each additional lot beyond 5 lots (Includes 3 checks)	\$449	97%	\$463	100%	per lot	[a]
6	Final Map Checking Fee - Each additional lot beyond 5 lots (4th and Subsequent Reviews)	\$449	97%	\$463	100%	per lot	[a]
<b>Amended Map Checking Fee</b>							
7	Amended Parcel Map and Record of Survey Checking Fee (Includes 2 Checks)	\$3,241	97%	\$3,338	100%	per map	[a]
8	Amended Parcel Map and Record of Survey Checking Fee (3rd and Subsequent Reviews)	\$1,004	97%	\$1,034	100%	per map	[a]
9	Amended Final Map Checking Fee (Includes 2 checks)	\$3,258	98%	\$3,338	100%	per map	[a]
10	Amended Final Map Checking Fee (3rd and Subsequent Reviews)	\$1,004	97%	\$1,034	100%	per map	[a]
<b>Certificate of Correction</b>							
11	Processing Certificate of Correction (For Final / Parcel Maps) (Includes 2 Checks)	\$3,627	97%	\$3,735	100%	per certificate	[a]
12	Processing Certificate of Correction (3rd and Subsequent Reviews)	\$1,180	97%	\$1,216	100%	per certificate	[a]
<b>Assessment District Reapportionment Fee - Assemblage / Parcel Split</b>							
13	Assessment District Reapportionment Fee - Assemblage / Parcel Split - First 2 parcels	\$8,640	98%	\$8,804	100%		
14	Assessment District Reapportionment Fee - Assemblage / Parcel Split - Each Subsequent Parcel	\$2,220	99%	\$2,238	100%		
<b>Certificate of Compliance</b>							
15	Processing Certificate of Compliance (Includes 2 Checks)	\$1,646	97%	\$1,695	100%	per certificate	
16	Processing Certificate of Compliance (3rd and Subsequent Reviews)	\$933	97%	\$961	100%	per certificate	

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Service Time										
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Total
<b>Lot Line Adjustment Processing</b>												
17	Lot Line Adjustment Processing (includes 3 checks)											
18	Lot Line Adjustment Processing - 4th and subsequent reviews											
<b>Security Deposit for Survey</b>												
19	Security Deposit for Survey - Property Monument (per monument)											
20	Security Deposit for Survey - Property Monument (minimum per map)											
21	Security Deposit for Survey City Standard Street Monuments (per monument)											
22	Security Deposit for Survey City Standard Street Monuments (minimum per map)											
<b>Encroachment Permit</b>												
<u>Encroachment Permit Processing</u>												
23	Processing Fee for Project up to \$25k	1.50										1.50
24	Processing Fee for Project over \$25k	3.00										3.00
25	Permit Extension Fee	1.00					0.75					1.75
<u>Encroachment Permit Plan Check</u>												
25	Plan Check For Projects up to \$25k (per set, includes 3 checks)	2.00	0.50					0.25				2.75
26	Plan Check For Projects over \$25k (per sheet, includes 3 checks)	3.00		0.25		1.00		1.50		0.25		6.00
27	Plan Check For Project up to \$25k - 4th and subsequent review (per set, per review)	0.25	0.17					0.17				0.58
28	Plan Check For Projects over \$25k - 4th and subsequent review (per sheet, per review)	0.50				0.25		0.17		0.08		1.00
29	Plan Check For Projects over \$25k - for revisions after EP issuance (per sheet)	0.75				0.25		0.50		0.17		1.67

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Estimated Cost of Labor										
		\$260	\$252	\$363	\$226	\$328	\$282	\$234	\$291	\$208	\$363	
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Labor Cost of Service
<b>Lot Line Adjustment Processing</b>												
17	Lot Line Adjustment Processing (includes 3 checks)											
18	Lot Line Adjustment Processing - 4th and subsequent reviews											
<b>Security Deposit for Survey</b>												
19	Security Deposit for Survey - Property Monument (per monument)											
20	Security Deposit for Survey - Property Monument (minimum per map)											
21	Security Deposit for Survey City Standard Street Monuments (per monument)											
22	Security Deposit for Survey City Standard Street Monuments (minimum per map)											
<b>Encroachment Permit</b>												
<u>Encroachment Permit Processing</u>												
23	Processing Fee for Project up to \$25k	\$390										\$390
24	Processing Fee for Project over \$25k	\$780										\$780
25	Permit Extension Fee	\$260						\$176				\$436
<u>Encroachment Permit Plan Check</u>												
25	Plan Check For Projects up to \$25k (per set, includes 3 checks)	\$520	\$126						\$73			\$719
26	Plan Check For Projects over \$25k (per sheet, includes 3 checks)	\$780		\$91		\$328			\$437		\$91	\$1,726
27	Plan Check For Project up to \$25k - 4th and subsequent review (per set, per review)	\$65	\$42						\$49			\$156
28	Plan Check For Projects over \$25k - 4th and subsequent review (per sheet, per review)	\$130				\$82			\$49		\$30	\$291
29	Plan Check For Projects over \$25k - for revisions after EP issuance (per sheet)	\$195				\$82			\$146		\$61	\$483

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
<b>Lot Line Adjustment Processing</b>							
17	Lot Line Adjustment Processing (includes 3 checks)	\$7,063	97%	\$7,275	100%	per application	
18	Lot Line Adjustment Processing - 4th and subsequent reviews	\$1,180	97%	\$1,216	100%	per application	
<b>Security Deposit for Survey</b>							
19	Security Deposit for Survey - Property Monument (per monument)	\$1,622		\$1,771		per monument	
20	Security Deposit for Survey - Property Monument (minimum per map)	\$3,243		\$3,541		deposit	
21	Security Deposit for Survey City Standard Street Monuments (per monument)	\$2,162		\$2,361		per monument	
22	Security Deposit for Survey City Standard Street Monuments (minimum per map)	\$3,243		\$3,541		deposit	
<b>Encroachment Permit</b>							
<u>Encroachment Permit Processing</u>							
23	Processing Fee for Project up to \$25k	\$376	96%	\$390	100%	per permit	
24	Processing Fee for Project over \$25k	\$752	96%	\$780	100%	per permit	
25	Permit Extension Fee	n/a		\$390	90%	per permit	
<u>Encroachment Permit Plan Check</u>							
25	Plan Check For Projects up to \$25k (per set, includes 3 checks)	\$687	96%	\$719	100%		
26	Plan Check For Projects over \$25k (per sheet, includes 3 checks)	\$1,686	98%	\$1,726	100%		
27	Plan Check For Project up to \$25k - 4th and subsequent review (per set, per review)	\$151	97%	\$156	100%		
28	Plan Check For Projects over \$25k - 4th and subsequent review (per sheet, per review)	\$276	95%	\$291	100%		
29	Plan Check For Projects over \$25k - for revisions after EP issuance (per sheet)	\$463	96%	\$483	100%		

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Service Time										
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Total
<b>Encroachment Permit Inspections</b>												
30	Engineering Inspections:											
	a) \$0-\$15K						2.00					2.00
	b) \$15,001-\$25K (Base)						2.00					2.00
	c) \$25,001-\$50K (Base)						7.20	0.80				8.00
	d) \$50,001-\$100K (Base)						19.80	2.20				22.00
	e) \$101K-\$200K (Base)						25.20	2.80				28.00
	f) \$201K-\$500K (Base)						46.80	5.20				52.00
	g) \$501K-\$1M (Base)						106.20	11.80				118.00
	h) \$1M (Base)						199.80	22.20				222.00
	i) \$1M + each additional \$500K or fraction thereof						50.40	5.60				56.00
<b>Encroachment Permit - Slurry Seal</b>												
31	Slurry Seal Fee											
32	Slurry Seal Fee - Minimum											
<b>Encroachment Permit - Field Marking - Storm Drain</b>												
33	Field Marking Storm Drain (Up to 50 ft. of excavation)						0.75					0.75
34	Field Marking Storm Drain (each additional 50 sqft or fraction thereof)						0.50					0.50
<b>Encroachment Permit - Field Marking - Traffic Signal</b>												
35	Field Marking - Traffic Signal (Up to 50 ft. of excavation)											
36	Field Marking - Traffic Signal (each additional 50 ft or fraction thereof)											
<b>Copies (Design Criteria, Standard Details, Specifications, Code, Ordinances)</b>												
37	Copies - per page for public											
38	Copies - per page for employees											
<b>Black Line Print of Plans on File</b>												
39	Black Line Print of Plans on File											

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Estimated Cost of Labor										
		\$260	\$252	\$363	\$226	\$328	\$282	\$234	\$291	\$208	\$363	
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Labor Cost of Service
<b>Encroachment Permit Inspections</b>												
30	Engineering Inspections:											
	a) \$0-\$15K							\$468				\$468
	b) \$15,001-\$25K (Base)							\$468				\$468
	c) \$25,001-\$50K (Base)							\$1,685	\$233			\$1,918
	d) \$50,001-\$100K (Base)							\$4,633	\$640			\$5,273
	e) \$101K-\$200K (Base)							\$5,897	\$815			\$6,712
	f) \$201K-\$500K (Base)							\$10,951	\$1,513			\$12,464
	g) \$501K-\$1M (Base)							\$24,851	\$3,434			\$28,285
	h) \$1M (Base)							\$46,753	\$6,460			\$53,213
	i) \$1M + each additional \$500K or fraction thereof							\$11,794	\$1,630			\$13,423
<b>Encroachment Permit - Slurry Seal</b>												
31	Slurry Seal Fee											
32	Slurry Seal Fee - Minimum											
<b>Encroachment Permit - Field Marking - Storm Drain</b>												
33	Field Marking Storm Drain (Up to 50 ft. of excavation)							\$176				\$176
34	Field Marking Storm Drain (each additional 50 sqft or fraction thereof)							\$117				\$117
<b>Encroachment Permit - Field Marking - Traffic Signal</b>												
35	Field Marking - Traffic Signal (Up to 50 ft. of excavation)							\$133				\$133
36	Field Marking - Traffic Signal (each additional 50 ft or fraction thereof)							\$89				\$89
<b>Copies (Design Criteria, Standard Details, Specifications, Code, Ordinances)</b>												
37	Copies - per page for public											
38	Copies - per page for employees											
<b>Black Line Print of Plans on File</b>												
39	Black Line Print of Plans on File											

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
<b>Encroachment Permit Inspections</b>							
30	Engineering Inspections:						
	a) \$0-\$15K	\$465	99%	\$468	100%		
	b) \$15,001-\$25K (Base)	\$465	99%	\$468	100%		
	c) \$25,001-\$50K (Base)	\$1,901	99%	\$1,918	100%		
	d) \$50,001-\$100K (Base)	\$5,228	99%	\$5,273	100%		
	e) \$101K-\$200K (Base)	\$6,655	99%	\$6,712	100%		
	f) \$201K-\$500K (Base)	\$12,359	99%	\$12,464	100%		
	g) \$501K-\$1M (Base)	\$28,046	99%	\$28,285	100%		
	h) \$1M (Base)	\$52,763	99%	\$53,213	100%		
	i) \$1M + each additional \$500K or fraction thereof	\$12,729	95%	\$13,423	100%		
<b>Encroachment Permit - Slurry Seal</b>							
31	Slurry Seal Fee	\$2.12		\$2.31		per square foot	
32	Slurry Seal Fee - Minimum	\$97		\$106		minimum	
<b>Encroachment Permit - Field Marking - Storm Drain</b>							
33	Field Marking Storm Drain (Up to 50 ft. of excavation)	\$174	99%	\$176	100%		
34	Field Marking Storm Drain (each additional 50 sqft or fraction thereof)	\$116	99%	\$117	100%		
<b>Encroachment Permit - Field Marking - Traffic Signal</b>							
35	Field Marking - Traffic Signal (Up to 50 ft. of excavation)	\$123	92%	\$133	100%		[b]
36	Field Marking - Traffic Signal (each additional 50 ft or fraction thereof)	\$82	93%	\$89	100%		[b]
<b>Copies (Design Criteria, Standard Details, Specifications, Code, Ordinances)</b>							
37	Copies - per page for public	\$0.20		\$0.20			
38	Copies - per page for employees	\$0.05		\$0.05			
<b>Black Line Print of Plans on File</b>							
39	Black Line Print of Plans on File	Actual Cost	100%	Actual Cost	100%		

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Service Time										
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Total
40	<b>Record Drawings Archiving Fee</b> Record Drawings Archiving Fee (per sheet)	0.17						0.17				0.33
41	<b>Watershed Map</b> Watershed Map											
42	<b>Encroachment Agreement Application</b> Encroachment Agreement Application - Into Easements			0.50		0.75			1.00	20.50		22.75
43	Encroachment Agreement Application - Into Rights-of-way			0.75		1.00			1.25	21.50		24.50
44	<b>Agreements, Grant Deeds, and Easement Dedications</b> Preparation of Agreement/Easement/Grant Deed (Includes 2 checks)											
45	Preparation of Agreement/Easement/Grant Deed - 3rd and subsequent reviews											
46	3rd Party Review - Preparation of Agreement/Easement/Grant Deed (includes 2 checks)											
47	3rd Party Review - Preparation of Agreement/Easement/Grant Deed - 3rd and subsequent reviews											
48	<b>Combination Agreement/Grant Deed for the Same Lot</b> Combination Agreement / Grant Deed for the same lot (includes 2 checks)											
49	Combination Agreement / Grant Deed for the same lot - 3rd and subsequent review											
50	<b>Document Recordation Fee</b> Document Recordation Fee											
51	<b>Review of Agreements &amp; Easements</b> Review of Agreements & Easements			0.50		1.00			1.50	17.00		20.00
52	Review of Minor Agreements & Easements					0.50			1.00	11.00		12.50

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Estimated Cost of Labor										
		\$260	\$252	\$363	\$226	\$328	\$282	\$234	\$291	\$208	\$363	
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Labor Cost of Service
<b>Record Drawings Archiving Fee</b>												
40	Record Drawings Archiving Fee (per sheet)	\$43						\$39				\$82
<b>Watershed Map</b>												
41	Watershed Map											
<b>Encroachment Agreement Application</b>												
42	Encroachment Agreement Application - Into Easements			\$182		\$246			\$291	\$4,264		\$4,983
43	Encroachment Agreement Application - Into Rights-of-way			\$272		\$328			\$364	\$4,472		\$5,436
<b>Agreements, Grant Deeds, and Easement Dedications</b>												
44	Preparation of Agreement/Easement/Grant Deed (Includes 2 checks)											
45	Preparation of Agreement/Easement/Grant Deed - 3rd and subsequent reviews											
46	3rd Party Review - Preparation of Agreement/Easement/Grant Deed (includes 2 checks)											
47	3rd Party Review - Preparation of Agreement/Easement/Grant Deed - 3rd and subsequent reviews											
<b>Combination Agreement/Grant Deed for the Same Lot</b>												
48	Combination Agreement / Grant Deed for the same lot (includes 2 checks)											
49	Combination Agreement / Grant Deed for the same lot - 3rd and subsequent review											
<b>Document Recordation Fee</b>												
50	Document Recordation Fee											
<b>Review of Agreements &amp; Easements</b>												
51	Review of Agreements & Easements			\$182		\$328			\$437	\$3,536		\$4,482
52	Review of Minor Agreements & Easements					\$164			\$291	\$2,288		\$2,743

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
<b>Record Drawings Archiving Fee</b>							
40	Record Drawings Archiving Fee (per sheet)	\$80	97%	\$82	100%	per sheet	
<b>Watershed Map</b>							
41	Watershed Map	Actual Cost	100%	Actual Cost	100%		
<b>Encroachment Agreement Application</b>							
42	Encroachment Agreement Application - Into Easements	\$4,918	99%	\$4,983	100%	per application	
43	Encroachment Agreement Application - Into Rights-of-way	\$5,339	98%	\$5,436	100%		
<b>Agreements, Grant Deeds, and Easement Dedications</b>							
44	Preparation of Agreement/Easement/Grant Deed (Includes 2 checks)	\$5,259	97%	\$5,416	100%	per document	
45	Preparation of Agreement/Easement/Grant Deed - 3rd and subsequent reviews	\$1,180	97%	\$1,216	100%	per document	
46	3rd Party Review - Preparation of Agreement/Easement/Grant Deed (includes 2 checks)	\$4,132	97%	\$4,256	100%	per document	
47	3rd Party Review - Preparation of Agreement/Easement/Grant Deed - 3rd and subsequent reviews	\$1,180	97%	\$1,216	100%	per document	
<b>Combination Agreement/Grant Deed for the Same Lot</b>							
48	Combination Agreement / Grant Deed for the same lot (includes 2 checks)	\$6,944	97%	\$7,152	100%	both documents	
49	Combination Agreement / Grant Deed for the same lot - 3rd and subsequent review	\$1,180	97%	\$1,216	100%	both documents	
<b>Document Recordation Fee</b>							
50	Document Recordation Fee	Actual Cost	100%	Actual Cost	100%		
<b>Review of Agreements &amp; Easements</b>							
51	Review of Agreements & Easements	\$4,492	100%	\$4,482	100%	per document	
52	Review of Minor Agreements & Easements	\$2,731	100%	\$2,743	100%	per document	

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Service Time										
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Total
	<b>Outside 3rd Party Review or Inspection</b>											
53	Outside 3rd Party Review or Inspection of Items within public ROW or City Easements											
54	Outside 3rd Party Review for Survey or Mapping											
	<b>Overtime Plan Check, Mapping Review, etc.</b>											
55	Overtime Plan Check, Mapping Review, etc.											
	<b>Sanitary Sewer Capacity Model Run Fee</b>											
56	Sanitary Sewer Capacity Model Run Fee - Initial run											
57	Sanitary Sewer Capacity Model Run Fee - Subsequent model run											
	<b>Existing Improvements</b>											
	Existing Improvements											
	a) Street Improvements											
	i) Residential											
	ii) Commercial											
	iii) Industrial											
	b) Street Curbing											
	c) Sidewalk Improvements											
	d) Street Name Signs											
	e) Sanitary Sewers											
	f) Stom Drains											
	g) Right-of-way and/or Easements											
	<b>Oversize, Overweight Vehicle Fee</b>											
58	Oversize, Overweight Vehicle Fee - Single	0.50										0.50
59	Oversize, Overweight Vehicle Fee - Annual	0.50										0.50
	<b>Traffic Flow Map</b>											
60	Traffic Flow Map - Mailed	0.17										0.17
61	Traffic Flow Map - Not Mailed	0.08										0.08

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
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Fee Description		Estimated Cost of Labor										
		\$260	\$252	\$363	\$226	\$328	\$282	\$234	\$291	\$208	\$363	
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Labor Cost of Service
<b>Outside 3rd Party Review or Inspection</b>												
53	Outside 3rd Party Review or Inspection of Items within public ROW or City Easements											
54	Outside 3rd Party Review for Survey or Mapping											
<b>Overtime Plan Check, Mapping Review, etc.</b>												
55	Overtime Plan Check, Mapping Review, etc.											
<b>Sanitary Sewer Capacity Model Run Fee</b>												
56	Sanitary Sewer Capacity Model Run Fee - Initial run											
57	Sanitary Sewer Capacity Model Run Fee - Subsequent model run											
<b>Existing Improvements</b>												
Existing Improvements												
a) Street Improvements												
i) Residential												
ii) Commercial												
iii) Industrial												
b) Street Curbing												
c) Sidewalk Improvements												
d) Street Name Signs												
e) Sanitary Sewers												
f) Stom Drains												
g) Right-of-way and/or Easements												
<b>Oversize, Overweight Vehicle Fee</b>												
58	Oversize, Overweight Vehicle Fee - Single	\$130										\$130
59	Oversize, Overweight Vehicle Fee - Annual	\$130										\$130
<b>Traffic Flow Map</b>												
60	Traffic Flow Map - Mailed	\$43										\$43
61	Traffic Flow Map - Not Mailed	\$22										\$22

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
<b>Outside 3rd Party Review or Inspection</b>							
53	Outside 3rd Party Review or Inspection of Items within public ROW or City Easements	Actual Cost with Initial Deposit		Actual Cost with Initial Deposit			
54	Outside 3rd Party Review for Survey or Mapping	Actual Cost with Initial Deposit		Actual Cost with Initial Deposit			
<b>Overtime Plan Check, Mapping Review, etc.</b>							
55	Overtime Plan Check, Mapping Review, etc.	Actual Cost with Initial Deposit		Actual Cost with Initial Deposit			
<b>Sanitary Sewer Capacity Model Run Fee</b>							
56	Sanitary Sewer Capacity Model Run Fee - Initial run	\$8,844	97%	\$9,109	100%		
57	Sanitary Sewer Capacity Model Run Fee - Subsequent model run	time & materials	100%	time & materials	100%		
<b>Existing Improvements</b>							
Existing Improvements							
a) Street Improvements							
	i) Residential	\$105.51		\$115.21		per front foot	
	ii) Commercial	\$223.78		\$244.35		per front foot	
	iii) Industrial	\$161.08		\$175.88		per front foot	
b) Street Curbing		\$38.49		\$42.02		per front foot	
c) Sidewalk Improvements		\$15.35		\$16.76		per square foot	
d) Street Name Signs		\$0.27		\$0.29		per front foot	
e) Sanitary Sewers		\$38.37		\$41.90		per front foot	
f) Stom Drains		\$38.37		\$41.90		per front foot	
g) Right-of-way and/or Easements		use original cost per square foot		use original cost per square foot			
<b>Oversize, Overweight Vehicle Fee</b>							
58	Oversize, Overweight Vehicle Fee - Single	\$16	12%	\$16	12%	per vehicle	
59	Oversize, Overweight Vehicle Fee - Annual	\$90	69%	\$90	69%	per vehicle	
<b>Traffic Flow Map</b>							
60	Traffic Flow Map - Mailed	\$38	89%	\$43	100%	each	
61	Traffic Flow Map - Not Mailed	\$19	89%	\$22	100%	each	

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
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Fee Description		Service Time										
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Total
	<b>Storage or Refuse Bins on City Street</b>											
62	Storage or Refuse Bins on City Street	1.00										1.00
	<b>Subdivision Committee Review</b>											
63	Subdivision Committee Review - Tentative Map - 4 or fewer lots	3.00				1.00			1.50			5.50
64	Subdivision Committee Review - Tentative Map - 5 or more lots	4.00				2.00			2.00	0.50		8.50
65	Subdivision Committee Review - Lot line adjustment	1.50				0.50			0.50			2.50
	<b>Project Clearance Committee Review</b>											
66	Project Clearance Committee Review - Preliminary Application/Re-	1.50				1.00			0.50			3.00
67	Project Clearance Committee Review - Use Permit / Variance	0.83				0.33			0.33			1.50
68	Project Clearance Committee Review - CEQA - Initial Study Review	4.00				1.00	0.50		3.00	1.00		9.50
69	Project Clearance Committee Review - CEQA - EIR Review					2.00	1.50		10.00	1.50		15.00
70	Project Clearance Committee Review - Traffic Study Report Review (without EIR)	1.50					2.00		5.00	1.00		9.50
	<b>Cost Analysis for Development</b>											
71	Cost Analysis for Development - CAD - Minor (ADU, SFH, and up to 4 residential	0.75				0.25			0.50			1.50
72	Cost Analysis for Development - CAD - Major	2.50				0.50			0.75			3.75

[a] Assumes use of 3rd party and 3% annual cost inflation.

[b] See Electric (SVP) cost of service.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Estimated Cost of Labor										
		\$260	\$252	\$363	\$226	\$328	\$282	\$234	\$291	\$208	\$363	
		Assoc. Eng. (Civil)	Assist. Eng. (Civil)	Asst Dir Of PW / City Eng	Chief Of Party	Principal Engineer	Principal Planner	Public Works Inspector	Senior Engineer (Civil)	Sr Eng. Aide	Traffic Engineer	Labor Cost of Service
<b>Storage or Refuse Bins on City Street</b>												
62	Storage or Refuse Bins on City Street	\$260										\$260
<b>Subdivision Committee Review</b>												
63	Subdivision Committee Review - Tentative Map - 4 or fewer lots	\$780				\$328			\$437			\$1,545
64	Subdivision Committee Review - Tentative Map - 5 or more lots	\$1,040				\$656			\$582		\$182	\$2,460
65	Subdivision Committee Review - Lot line adjustment	\$390				\$164			\$146			\$700
<b>Project Clearance Committee Review</b>												
66	Project Clearance Committee Review - Preliminary Application/Re-	\$390				\$328			\$146			\$864
67	Project Clearance Committee Review - Use Permit / Variance	\$217				\$109			\$97			\$423
68	Project Clearance Committee Review - CEQA - Initial Study Review	\$1,040				\$328	\$141		\$873		\$363	\$2,745
69	Project Clearance Committee Review - CEQA - EIR Review					\$656	\$423		\$2,910		\$545	\$4,534
70	Project Clearance Committee Review - Traffic Study Report Review (without EIR)	\$390					\$564		\$1,455		\$363	\$2,772
<b>Cost Analysis for Development</b>												
71	Cost Analysis for Development - CAD - Minor (ADU, SFH, and up to 4 residential	\$195				\$82			\$146			\$423
72	Cost Analysis for Development - CAD - Major	\$650				\$164			\$218			\$1,032

[a] Assumes use of 3rd party and 3% annual cost inflation.

[b] See Electric (SVP) cost of service.

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Public Works / Engineering / LPD, Design, Traffic  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
<b>Storage or Refuse Bins on City Street</b>							
62	Storage or Refuse Bins on City Street	\$151	58%	\$151	58%		
<b>Subdivision Committee Review</b>							
63	Subdivision Committee Review - Tentative Map - 4 or fewer lots	\$1,522	99%	\$1,545	100%		
64	Subdivision Committee Review - Tentative Map - 5 or more lots	\$2,423	99%	\$2,460	100%		
65	Subdivision Committee Review - Lot line adjustment	\$690	99%	\$700	100%		
<b>Project Clearance Committee Review</b>							
66	Project Clearance Committee Review - Preliminary Application/Re-	\$861	100%	\$864	100%		
67	Project Clearance Committee Review - Use Permit / Variance	\$418	99%	\$423	100%		
68	Project Clearance Committee Review - CEQA - Initial Study Review	\$2,674	97%	\$2,745	100%		
69	Project Clearance Committee Review - CEQA - EIR Review	\$4,461	98%	\$4,534	100%		
70	Project Clearance Committee Review - Traffic Study Report Review (without EIR)	\$2,681	97%	\$2,772	100%		
<b>Cost Analysis for Development</b>							
71	Cost Analysis for Development - CAD - Minor (ADU, SFH, and up to 4 residential	\$416	99%	\$423	100%		
72	Cost Analysis for Development - CAD - Major	\$1,012	98%	\$1,032	100%		

[a] Assumes use of 3rd party and 3% annual cost inflation.

[b] See Electric (SVP) cost of service.

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Streets / Storm Drain

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Less: Breaks, Admin, Train [d]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [e]	Annual Salary
Code Enforcement Officer	1.00	2,080	216	374	1,490	1,490	0%	100%	100%	-	1,490	1,490	\$58	\$120,370
Code Enforcement Technician	2.00	2,080	216	374	1,490	2,980	0%	100%	100%	-	2,980	2,980	\$46	\$192,941
Compliance Manager	0.80	2,080	216	374	1,490	1,192	30%	70%	100%	358	834	1,192	\$78	\$130,591
Deputy Public Works Director	0.95	2,080	216	374	1,490	1,416	80%	20%	100%	1,132	283	1,416	\$97	\$192,403
Director of Public Works	0.25	2,080	216	374	1,490	373	100%	0%	100%	373	-	373	\$151	\$78,406
Environmental Programs Manager	1.00	2,080	216	374	1,490	1,490	30%	70%	100%	447	1,043	1,490	\$78	\$163,238
Equipment Operator	2.00	2,080	216	374	1,490	2,980	0%	100%	100%	-	2,980	2,980	\$52	\$214,406
Office Specialist II	1.00	2,080	216	374	1,490	1,490	100%	0%	100%	1,490	-	1,490	\$41	\$85,530
Office Specialist III	0.60	2,080	216	374	1,490	894	100%	0%	100%	894	-	894	\$45	\$56,460
Public Works Supervisor	4.00	2,080	216	374	1,490	5,960	25%	75%	100%	1,490	4,470	5,960	\$67	\$556,774
Staff Aide I	0.90	2,080	216	374	1,490	1,341	0%	100%	100%	-	1,341	1,341	\$48	\$88,957
Staff Aide II - Environmental Programs	1.00	2,080	216	374	1,490	1,490	0%	100%	100%	-	1,490	1,490	\$50	\$103,834
Staff Analyst I	2.00	2,080	216	374	1,490	2,980	0%	100%	100%	-	2,980	2,980	\$58	\$240,739
Street Maintenance Worker I	3.00	2,080	216	374	1,490	4,470	0%	100%	100%	-	4,470	4,470	\$43	\$265,262
Street Maintenance Worker II	12.00	2,080	216	374	1,490	17,880	0%	100%	100%	-	17,880	17,880	\$45	\$1,114,214
Street Maintenance Worker III	11.00	2,080	216	374	1,490	16,390	0%	100%	100%	-	16,390	16,390	\$47	\$1,070,098
Street Maintenance Worker IV	6.00	2,080	216	374	1,490	8,940	0%	100%	100%	-	8,940	8,940	\$54	\$675,293
Street Sweeper Operator	3.00	2,080	216	374	1,490	4,470	0%	100%	100%	-	4,470	4,470	\$53	\$329,285
Superintendent of Streets and Solid Waste	1.00	2,080	216	374	1,490	1,490	30%	70%	100%	447	1,043	1,490	\$89	\$184,122
Tree Trimmer II	2.00	2,080	216	374	1,490	2,980	0%	100%	100%	-	2,980	2,980	\$50	\$209,331
<b>Total</b>	<b>55.50</b>					<b>82,695</b>				<b>6,631</b>	<b>76,065</b>	<b>82,695</b>		\$6,072,253
<b>Total</b>										<b>8%</b>	<b>92%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Streets / Storm Drain

FY 22/23 Forecast Expenses [a]		Program	2911	2921	2924	2931	2932	2933	2934	2935	2936	2941
Fund #	Fund Desc	Account Desc	Street Maint	Storm Sys Maint	Non-Point Source	Garbage Coll'ctn	Clean Grn Coll'ction	Clean Up C'mpgn	Res Recycl'g	Street Sweep	Hshld Haz Waste	Parking Dis Maint
All	All	87010 - Salary And Wages - Regular	\$1,597,843	\$621,785	\$603,448	\$272,568		\$60,434	\$151,184	\$307,953	\$28,902	\$48,930
All	All	87011 - Salary Attrition and VTO	(\$102,028)	(\$39,598)	(\$31,912)	\$0						
All	All	87017 - Premium Pay	\$300	\$50	\$100	\$0			\$350	\$82		
All	All	87020 - Salary And Wages - As Needed	\$0	\$0	\$0	\$37,493			\$2,679	\$14,997		
All	All	87030 - S & W - O.T. Vacation Relief	\$24,103	\$9,106	\$3,214	\$0		\$31,066				
All	All	87110 - Contra 870x0-Reimbd Sal & Wage	(\$2,913)	\$0	\$0	\$0						
<b>All</b>	<b>All</b>	<b>1 Salary Accounts</b>	<b>\$1,517,305</b>	<b>\$591,343</b>	<b>\$574,850</b>	<b>\$310,061</b>	<b>\$0</b>	<b>\$91,500</b>	<b>\$154,213</b>	<b>\$323,032</b>	<b>\$28,902</b>	<b>\$48,930</b>
All	All	87212 - PERS - Misc	\$602,032	\$216,476	\$210,921	\$94,110		\$21,091	\$52,989	\$107,342	\$10,108	\$17,039
All	All	87221 - Medicare	\$24,291	\$9,574	\$9,070	\$4,077		\$898	\$2,405	\$4,615	\$436	\$791
All	All	87222 - Social Security	\$96,829	\$40,202	\$37,033	\$14,870		\$3,339	\$9,973	\$19,730	\$1,281	\$3,385
All	All	87223 - Social Security - OT	\$41,880	\$564	\$200			\$1,926	\$200	\$997		
All	All	87224 - Medicare OT	\$9,883	\$131	\$48			\$451	\$48	\$234		
All	All	87230 - Health Allocation	\$220,007	\$103,760	\$80,743	\$27,692		\$7,415	\$13,664	\$48,761	\$1,902	\$5,694
All	All	87241 - Dental - City Paid	\$3,782	\$1,767	\$1,562	\$593		\$122	\$329	\$744	\$41	\$138
All	All	87242 - Long Term Disability-City Paid	\$1,286	\$184	\$2,290	\$1,043		\$64	\$629		\$53	
All	All	87243 - Vision- City Paid	\$1,640	\$768	\$677	\$255		\$54	\$143	\$321	\$18	\$60
All	All	87250 - Basic Life Insurance	\$744	\$326	\$284	\$128		\$29	\$60	\$129	\$18	\$24
All	All	87271 - VEBA	\$8,280	\$3,870	\$3,420	\$1,290		\$270	\$720	\$1,620	\$90	\$300
All	All	87272 - EAP	\$675	\$316	\$279	\$106		\$22	\$59	\$129	\$7	\$25
All	All	87274 - Auto Allowance	\$3,864	\$660	\$2,040	\$1,992		\$360	\$480		\$480	
All	All	87275 - Mobile Phone Allowance	\$1,248	\$240	\$768	\$528		\$96	\$192		\$144	
All	All	87279 - Misc. Other Benefits										
All	All	87390 - OPEB	\$48,893	\$22,852	\$20,196	\$7,622		\$1,593	\$4,252	\$9,570	\$531	\$1,773
<b>All</b>	<b>All</b>	<b>2 Benefit Accounts</b>	<b>\$1,065,334</b>	<b>\$401,690</b>	<b>\$369,531</b>	<b>\$154,306</b>	<b>\$0</b>	<b>\$37,730</b>	<b>\$86,143</b>	<b>\$194,192</b>	<b>\$15,109</b>	<b>\$29,229</b>
All	All	87500 - Operating Supplies	\$89,253	\$28,267	\$18,690	\$57,697		\$18,606		\$47,609		
All	All	87600 - Maintenance	\$293,741	\$13,689								
All	All	87630 - Vandalism Repair										
All	All	87810 - Utilities Expenses		\$134,118		\$541				\$1,704		
All	All	87825 - Conference, Travel and Training	\$11,733	\$3,714	\$11,928	\$764			\$6,917			
All	All	87870 - Contractual Serv Not Class	\$2,773	\$79,201	\$489,816	\$62,196		\$728,291	\$2,961		\$762	\$39,877
All	All	87890 - Services From Other Department		\$94,188		\$193,640		\$698,108				
All	All	87900 - Rent Expense										
All	All	87940 - Mandated Program Costs			\$40,035							
<b>All</b>	<b>All</b>	<b>3 Mat/Serv/Sup</b>	<b>\$397,500</b>	<b>\$353,177</b>	<b>\$560,469</b>	<b>\$314,838</b>	<b>\$0</b>	<b>\$1,445,005</b>	<b>\$9,878</b>	<b>\$49,313</b>	<b>\$762</b>	<b>\$39,877</b>
All	All	87860 - Garbage Coll, Disposal, Recycl	\$0	\$0	\$0	\$20,371,179	\$3,157,752	\$948,840	\$3,872,800			
<b>All</b>	<b>All</b>	<b>4 Resource Product</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,371,179</b>	<b>\$3,157,752</b>	<b>\$948,840</b>	<b>\$3,872,800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
All	All	87640 - Vehicle Equipment Maintenance	\$354,247	\$119,405	\$33,750					\$263,257		
All	All	87650 - Technical Services Maintenance	\$65,794	\$25,205	\$23,778	\$471,488						\$5,671
All	All	87660 - Workers Comp Insurance	\$50,997	\$17,530	\$17,176	\$7,292		\$1,619	\$4,052	\$8,278	\$770	\$682
All	All	87680 - Unemployment Insurance	\$1,599	\$550	\$539	\$243		\$54	\$135	\$276	\$26	\$44

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Streets / Storm Drain

FY 22/23 Forecast Expenses [a]		Program	2951	2952	2971				
Fund #	Fund Desc	Account Desc	Landsc'p Maint	Street Tree	Traffic Maint	Subtotal	Adjustment	Total	Notes
All	All	87010 - Salary And Wages - Regular	\$1,504,155	\$397,697	\$375,715	\$5,970,614	\$0	\$5,970,614	
All	All	87011 - Salary Attrition and VTO	(\$105,562)	(\$22,384)	(\$29,464)	(\$330,948)	\$0	(\$330,948)	
All	All	87017 - Premium Pay	\$1,177	\$125	\$2,184	\$4,368	\$0	\$4,368	
All	All	87020 - Salary And Wages - As Needed				\$55,169	\$0	\$55,169	
All	All	87030 - S & W - O.T. Vacation Relief	\$42,849	\$6,427	\$42,849	\$159,614	\$0	\$159,614	
All	All	87110 - Contra 870x0-Reimbd Sal & Wage				(\$2,913)	\$2,913	\$0	
<b>All</b>	<b>All</b>	<b>1 Salary Accounts</b>	<b>\$1,442,619</b>	<b>\$381,865</b>	<b>\$391,284</b>	<b>\$5,855,904</b>	<b>\$2,913</b>	<b>\$5,858,817</b>	
All	All	87212 - PERS - Misc	\$572,374	\$138,978	\$155,091	\$2,198,551	\$0	\$2,198,551	
All	All	87221 - Medicare	\$22,453	\$5,937	\$5,670	\$90,217	\$0	\$90,217	
All	All	87222 - Social Security	\$93,991	\$24,747	\$22,974	\$368,354	\$0	\$368,354	
All	All	87223 - Social Security - OT	\$2,657	\$398	\$2,657	\$51,479	\$0	\$51,479	
All	All	87224 - Medicare OT	\$621		\$621	\$12,037	\$0	\$12,037	
All	All	87230 - Health Allocation	\$271,657	\$62,842	\$56,647	\$900,784	\$0	\$900,784	
All	All	87241 - Dental - City Paid	\$4,124	\$1,001	\$877	\$15,080	\$0	\$15,080	
All	All	87242 - Long Term Disability-City Paid	\$936	\$894	\$653	\$8,032	\$0	\$8,032	
All	All	87243 - Vision- City Paid	\$1,790	\$434	\$381	\$6,541	\$0	\$6,541	
All	All	87250 - Basic Life Insurance	\$730	\$160	\$148	\$2,780	\$0	\$2,780	
All	All	87271 - VEBA	\$9,030	\$2,190	\$1,920	\$33,000	\$0	\$33,000	
All	All	87272 - EAP	\$736	\$179	\$156	\$2,689	\$0	\$2,689	
All	All	87274 - Auto Allowance	\$1,152	\$180	\$492	\$11,700	\$0	\$11,700	
All	All	87275 - Mobile Phone Allowance	\$288	\$48	\$48	\$3,600	\$0	\$3,600	
All	All	87279 - Misc. Other Benefits	\$496	\$620	\$500	\$1,616	\$0	\$1,616	
All	All	87390 - OPEB	\$53,321	\$12,933	\$11,337	\$194,873	\$0	\$194,873	
<b>All</b>	<b>All</b>	<b>2 Benefit Accounts</b>	<b>\$1,036,356</b>	<b>\$251,541</b>	<b>\$260,172</b>	<b>\$3,901,333</b>	<b>\$0</b>	<b>\$3,901,333</b>	
All	All	87500 - Operating Supplies	\$93,842	\$8,657	\$232,540	\$595,161	(\$595,161)	\$0	
All	All	87600 - Maintenance	\$4,033			\$311,463	(\$311,463)	\$0	
All	All	87630 - Vandalism Repair	\$0			\$0	\$0	\$0	
All	All	87810 - Utilities Expenses	\$557,116			\$693,479	(\$693,479)	\$0	
All	All	87825 - Conference, Travel and Training	\$9,445	\$2,971	\$5,200	\$52,672	\$0	\$52,672	
All	All	87870 - Contractual Serv Not Class	\$330,168	\$628,593	\$2,403	\$2,367,041	(\$2,367,041)	\$0	
All	All	87890 - Services From Other Department				\$985,936	(\$985,936)	\$0	
All	All	87900 - Rent Expense	\$2,653			\$2,653	\$0	\$2,653	
All	All	87940 - Mandated Program Costs	\$1,061			\$41,096	(\$41,096)	\$0	
<b>All</b>	<b>All</b>	<b>3 Mat/Serv/Sup</b>	<b>\$998,318</b>	<b>\$640,221</b>	<b>\$240,143</b>	<b>\$5,049,501</b>	<b>(\$4,994,176)</b>	<b>\$55,325</b>	
All	All	87860 - Garbage Coll, Disposal, Recycl	\$1,061		\$0	\$28,351,632	(\$28,351,632)	\$0	
<b>All</b>	<b>All</b>	<b>4 Resource Product</b>	<b>\$1,061</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,351,632</b>	<b>(\$28,351,632)</b>	<b>\$0</b>	
All	All	87640 - Vehicle Equipment Maintenance	\$214,547		\$47,911	\$1,033,117	\$0	\$1,033,117	
All	All	87650 - Technical Services Maintenance	\$76,717	\$20,161	\$23,547	\$712,361	\$0	\$712,361	
All	All	87660 - Workers Comp Insurance	\$48,128	\$11,205	\$13,539	\$181,268	\$0	\$181,268	
All	All	87680 - Unemployment Insurance	\$1,509	\$351	\$425	\$5,751	\$0	\$5,751	

City of Santa Clara  
User and Regulatory Fee Study

Hourly Rate Calculation - Streets / Storm Drain

All	All	87740 - Vehicle Equipment Amortization	\$175,114	\$49,742	\$22,886				\$150,813			
All	All	87750 - Communi Equipment Amortization	\$55,968				\$4,391					
All	All	87840 - Insurance And Surety Bonds	\$59,617	\$20,492	\$20,080	\$8,319		\$1,848	\$4,622	\$9,443	\$879	
All	All	87994 - Services from Other Funds-CAP	\$0	\$0	\$0	\$1,391,078					\$2,294	
All	All	5 Interfund Services	\$763,336	\$232,924	\$118,209	\$1,878,420	\$4,391	\$3,521	\$8,809	\$432,067	\$1,675	
<b>Subtotal</b>			<b>\$3,743,475</b>	<b>\$1,579,134</b>	<b>\$1,623,059</b>	<b>\$23,028,804</b>	<b>\$3,162,143</b>	<b>\$2,526,596</b>	<b>\$4,131,843</b>	<b>\$998,604</b>	<b>\$46,448</b>	<b>\$142,308</b>

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Street Maint	Storm Sys Maint	Non-Point Source	Garbage Coll'ctn	Clean Grn Coll'ction	Clean Up C'mpgn	Res Recyc'lg	Street Sweep	Hshld Haz Waste	Parking Dis Maint
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$612,428	\$221,675	\$107,556	\$9,355						\$218
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$624,677</b>	<b>\$226,109</b>	<b>\$109,707</b>	<b>\$9,542</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$222</b>

**Total Divisional Costs**

Description	Eng Admin - Gen Svc	Eng Admin - Dev Svc	Eng Admin - CIP	Traffic - Gen Svc	Traffic - Dev Svc	Traffic - CIP	Traffic - Signal M.	Traffic - Stripe Sign	Design - Gen Svc	Design - Dev Svc
<b>Total</b>	<b>\$4,368,152</b>	<b>\$1,805,243</b>	<b>\$1,732,766</b>	<b>\$23,038,346</b>	<b>\$3,162,143</b>	<b>\$2,526,596</b>	<b>\$4,131,843</b>	<b>\$998,604</b>	<b>\$46,448</b>	<b>\$142,530</b>

City of Santa Clara  
 User and Regulatory Fee Study

Hourly Rate Calculation - Streets / Storm Drain

All	All	87740 - Vehicle Equipment Amortization	\$172,428		\$85,873	\$656,856	\$0	\$656,856	
All	All	87750 - Communi Equipment Amortization				\$60,359	\$0	\$60,359	
All	All	87840 - Insurance And Surety Bonds	\$56,262	\$13,100	\$15,827	\$212,783	\$0	\$212,783	
All	All	87994 - Services from Other Funds-CAP				<u>\$1,406,659</u>	<u>(\$1,406,659)</u>	<u>\$0</u>	
All	All	<b>5 Interfund Services</b>	<b>\$569,591</b>	<b>\$44,817</b>	<b>\$187,122</b>	<b>\$4,269,154</b>	<b>(\$1,406,659)</b>	<b>\$2,862,495</b>	
<b>Subtotal</b>			<b>\$4,047,945</b>	<b>\$1,318,444</b>	<b>\$1,078,721</b>	<b>\$47,427,524</b>	<b>(\$34,749,554)</b>	<b>\$12,677,970</b>	

**Adjustments for Fully-Burdened Hourly Rate Calculation**

**Allocation of Citywide Overhead**

Description	Landsc'p Maint	Street Tree	Traffic Maint	Subtotal	Adjustment	Total	Notes
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	\$358,687	\$94,744	\$128,364	\$1,533,027	\$0	\$1,533,027	[b]
Adjustment for FY 2022/23	2%	2%	2%	2%	2%	2%	[c]
Allocation of Citywide Overhead - Services from Other Funds CAP Plan Amount	<b>\$365,861</b>	<b>\$96,639</b>	<b>\$130,931</b>	<b>\$1,563,688</b>	<b>\$0</b>	<b>\$1,563,688</b>	

**Total Divisional Costs**

Description	Design - CIP	Prop Dev - Gen Svc	Field Svc - CIP	Subtotal	Adjustment	Total	Notes
<b>Total</b>	<b>\$4,413,806</b>	<b>\$1,415,083</b>	<b>\$1,209,652</b>	<b>\$48,991,212</b>	<b>(\$34,749,554)</b>	<b>\$14,241,658</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Streets / Storm Drain  
**Calculation of Uniform Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$14,241,658	
Direct Hours	76,065	[d]
<b>Total</b>	<b>\$187</b>	

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$5,858,817
Benefit Accounts	\$3,901,333
<b>Total</b>	<b>0.67</b>

**Allocation of Personnel Costs**

**Total Personnel Costs**

Description	Total	Notes
Personnel Costs	\$9,760,150	

Description	Total	Total
Divisional Administration (Overhead)	8%	\$782,571
Direct Services	92%	\$8,977,579
<b>Total</b>	<b>100%</b>	<b>\$9,760,150</b>

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$8,977,579	63%	\$118
Equipment	\$0	0%	\$0
Materials / Supplies	\$2,917,820	20%	\$38
Other Costs	\$0	0%	\$0
Overhead	\$2,346,258	16%	\$31
<b>Total</b>	<b>\$14,241,658</b>	<b>100%</b>	<b>\$187</b>

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Streets / Storm Drain  
**Calculation of Uniform Fully-Burdened Hourly Rate**

Description
Divisional Expenses
Direct Hours
<b>Total</b>

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts
Benefit Accounts
<b>Total</b>

**Allocation of Personnel Costs**

**Total Personnel Costs**

Description
Personnel Costs

Description
Divisional Administration (Overhead)
Direct Services
<b>Total</b>

**Full Cost Factors for Hourly Rate Buildup**

Description
Personnel
Equipment
Materials / Supplies
Other Costs
Overhead
<b>Total</b>

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Streets / Storm Drain  
**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Adjust for Admin	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	(374)	1,490	100%	1,490	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>						<b>1.40</b>	

Position	Top Step Hrlly [e]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Code Enforcement Officer	\$58	\$39	\$96	1.40	\$135	\$38	\$31	\$204
Code Enforcement Technician	\$46	\$31	\$77	1.40	\$108	\$38	\$31	\$177
Compliance Manager	\$78	\$52	\$131	1.40	\$183	\$38	\$31	\$252
Deputy Public Works Director				See Engineering				
Director of Public Works				See Engineering				
Environmental Programs Manager	\$78	\$52	\$131	1.40	\$183	\$38	\$31	\$252
Equipment Operator	\$52	\$34	\$86	1.40	\$120	\$38	\$31	\$189
Office Specialist II	\$41	\$27	\$69	1.40	\$96	\$38	\$31	\$165
Office Specialist III	\$45	\$30	\$75	1.40	\$105	\$38	\$31	\$174
Public Works Supervisor	\$67	\$45	\$111	1.40	\$156	\$38	\$31	\$225
Staff Aide I	\$48	\$32	\$79	1.40	\$111	\$38	\$31	\$180
Staff Aide II - Environmental Programs	\$50	\$33	\$83	1.40	\$116	\$38	\$31	\$185
Staff Analyst I	\$58	\$39	\$96	1.40	\$135	\$38	\$31	\$204
Street Maintenance Worker I	\$43	\$28	\$71	1.40	\$99	\$38	\$31	\$168
Street Maintenance Worker II	\$45	\$30	\$74	1.40	\$104	\$38	\$31	\$173
Street Maintenance Worker III	\$47	\$31	\$78	1.40	\$109	\$38	\$31	\$178
Street Maintenance Worker IV	\$54	\$36	\$90	1.40	\$126	\$38	\$31	\$195
Street Sweeper Operator	\$53	\$35	\$88	1.40	\$123	\$38	\$31	\$192
Superintendent of Streets and Solid Waste	\$89	\$59	\$147	1.40	\$206	\$38	\$31	\$275
Tree Trimmer II	\$50	\$34	\$84	1.40	\$117	\$38	\$31	\$186

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Step Salary for Positional Rates)**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	55.50	2,080	115,440	\$6,072,253	\$53	\$187	3.56	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Source: Citywide Cost Allocation Plan.

[c] Aligns to City's typical budgeting practice of increasing cost allocation amounts by 2% for second year of adopted budget.

[d] See worksheet labeled: Allocation of Annual Labor Effort - Streets / Storm Drain.

[e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Streets / Storm Drain

**Calculation of Direct Hours Ratio (Billing Factor)**

Description
Hours
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Di</b>

Position
Code Enforcement Officer
Code Enforcement Technician
Compliance Manager
Deputy Public Works Director
Director of Public Works
Environmental Programs Manager
Equipment Operator
Office Specialist II
Office Specialist III
Public Works Supervisor
Staff Aide I
Staff Aide II - Environmental Programs
Staff Analyst I
Street Maintenance Worker I
Street Maintenance Worker II
Street Maintenance Worker III
Street Maintenance Worker IV
Street Sweeper Operator
Superintendent of Streets and Solid Waste
Tree Trimmer II

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to**

**Calculation of Fully-Burdened Hourly Rate Billing Factor (Apply Factor to Top Ste**

Description
Total

[a] Source: FY 21/22 & 22/23 Adopted budget.  
 [b] Source: Citywide Cost Allocation Plan.  
 [c] Aligns to City's typical budgeting practice of increasing cost allocation amounts  
 [d] See worksheet labeled: Allocation of Annual Labor Effort - Streets / Storm Drain  
 [e] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Sa

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Streets / Storm Drain Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description	Equip. Operator	Public Works Superv.	Street Maint Worker	Street Maint Worker II	Street Maint Worker III	Street Maint Worker IV	Code Enforc. Officer	Env Programs Mgr	Staff Aide II Env. Programs	Public Works Superv.	Total
1 Active construction site inspections of projects over one (1) acre in size and high priority sites during wet season (Oct - Apr) as required by Provision C.6 or MRP							1.00				1.00
2 Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 1)							2.75				2.75
3 Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 2)							1.00				1.00
4 Operation and Maintenance inspection of stormwater treatment systems installed on projects as required by Provision C.3 of MRP							1.00				1.00
5 Operation and Maintenance Administration of permanent stormwater treatment systems installed on projects as required by Provision C.3 of MRP							1.00				1.00
6 Stormwater Management Planning Application Plan review as required by Provision C.3 of MRP (first 3 reviews)							8.00				8.00
7 Stormwater Management Building Application Plan review as required by Provision C.3 of MRP (first 3 reviews)							4.00				4.00
8 Pavement Restoration Charge Up to 3" Thick Asphalt											
a) First 80 cubic ft.	3.25		3.25	6.50	6.50	3.25					22.75
b) Each additional cubic ft.	0.04		0.04	0.08	0.08	0.04					0.28
9 Engineering Plan Review per sheet (Streets)											
a) First three (3) reviews		0.75									0.75
b) Fourth and subsequent review		0.17									0.17
10 Concrete Removal/Replace Charge - Curb/Gutter											
a) Base						3.00					3.00
b) Per Linear Foot											
11 Concrete Removal/Replace Charge - Sidewalk											
a) Base						3.00					3.00
b) Per Square Foot											
12 Traffic Sign Fabrication		1.00	2.50	1.50							5.00

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Streets / Storm Drain Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description	Equip. Operator	Public Works Superv.	Street Maint Worker	Street Maint Worker II	Street Maint Worker III	Street Maint Worker IV	Code Enforc. Officer	Env Programs Mgr	Staff Aide II Env. Programs	Public Works Superv.	Total
13 Street tree removal										1.00	1.00
14 Street tree planting - Property development										1.00	1.00
15 Engineering Plan Review per sheet - Initial Review											
1. First three (3) reviews										0.75	0.75
2. Fourth and subsequent review										0.17	0.17
16 Non-exclusive franchise hauler application fee								4.00	2.00		6.00
17 Solid Waste Management Planning Application Plan review as required by City Municipal Code (first 3 reviews)							4.00				4.00
18 Solid Waste Management Building Permit Application Improvement plans review for solid waste management compliance with City's municipal codes (first 3 reviews)							4.00				4.00
19 Construction & Demolition (C&D) waste management: Processing solid waste management and Green Halo reconciliation							1.00				1.00

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Streets / Storm Drain Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

		Estimated Cost of Labor										Estimated Cost of Service	
		\$189	\$225	\$168	\$173	\$178	\$195	\$204	\$252	\$185	\$225		
Fee Description		Equip. Operator	Public Works Superv.	Street Maint Worker	Street Maint Worker II	Street Maint Worker III	Street Maint Worker IV	Code Enforc. Officer	Env Programs Mgr	Staff Aide II Env. Programs	Public Works Superv.	Materials Costs	
1	Active construction site inspections of projects over one (1) acre in size and high priority sites during wet season (Oct - Apr) as required by Provision C.6 or MRP							\$204					\$204
2	Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 1)							\$561					\$561
3	Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 2)							\$204					\$204
4	Operation and Maintenance inspection of stormwater treatment systems installed on projects as required by Provision C.3 of MRP							\$204					\$204
5	Operation and Maintenance Administration of permanent stormwater treatment systems installed on projects as required by Provision C.3 of MRP							\$204					\$204
6	Stormwater Management Planning Application Plan review as required by Provision C.3 of MRP (first 3 reviews)							\$1,632					\$1,632
7	Stormwater Management Building Application Plan review as required by Provision C.3 of MRP (first 3 reviews)							\$816					\$816
8	Pavement Restoration Charge Up to 3" Thick Asphalt												
	a) First 80 cubic ft.	\$614		\$546	\$1,125	\$1,157	\$634						\$4,076
	b) Each additional cubic ft.	\$8		\$7	\$14	\$14	\$8						\$51
9	Engineering Plan Review per sheet (Streets)												
	a) First three (3) reviews		\$169										\$169
	b) Fourth and subsequent review		\$38										\$38
10	Concrete Removal/Replace Charge - Curb/Gutter												
	a) Base						\$585						\$585
	b) Per Linear Foot												
11	Concrete Removal/Replace Charge - Sidewalk												
	a) Base						\$585						\$585
	b) Per Square Foot												
12	Traffic Sign Fabrication		\$225	\$420	\$260								\$905

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Streets / Storm Drain Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

		Estimated Cost of Labor											
		\$189	\$225	\$168	\$173	\$178	\$195	\$204	\$252	\$185	\$225		
Fee Description		Equip. Operator	Public Works Superv.	Street Maint Worker	Street Maint Worker II	Street Maint Worker III	Street Maint Worker IV	Code Enforc. Officer	Env Programs Mgr	Staff Aide II Env. Programs	Public Works Superv.	Materials Costs	Estimated Cost of Service
13	Street tree removal										\$225		\$225
14	Street tree planting - Property development										\$225	\$400	\$625
15	Engineering Plan Review per sheet - Initial Review												
	1. First three (3) reviews										\$169		\$169
	2. Fourth and subsequent review										\$38		\$38
16	Non-exclusive franchise hauler application fee								\$1,008	\$370			\$1,378
17	Solid Waste Management Planning Application Plan review as required by City Municipal Code (first 3 reviews)							\$816					\$816
18	Solid Waste Management Building Permit Application Improvement plans review for solid waste management compliance with City's municipal codes (first 3 reviews)							\$816					\$816
19	Construction & Demolition (C&D) waste management: Processing solid waste management and Green Halo reconciliation							\$204					\$204

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Streets / Storm Drain Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

		Cost Recovery Information					
Fee Description	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Unit	Notes	
1 Active construction site inspections of projects over one (1) acre in size and high priority sites during wet season (Oct - Apr) as required by Provision C.6 or MRP	\$202	99%	\$204	100%			
2 Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 1)	\$549	98%	\$561	100%			
3 Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 2)	\$202	99%	\$204	100%			
4 Operation and Maintenance inspection of stormwater treatment systems installed on projects as required by Provision C.3 of MRP	\$202	99%	\$204	100%			
5 Operation and Maintenance Administration of permanent stormwater treatment systems installed on projects as required by Provision C.3 of MRP	\$193	95%	\$204	100%			
6 Stormwater Management Planning Application Plan review as required by Provision C.3 of MRP (first 3 reviews)	\$1,546	95%	\$1,632	100%			
7 Stormwater Management Building Application Plan review as required by Provision C.3 of MRP (first 3 reviews)	\$773	95%	\$816	100%			
8 Pavement Restoration Charge Up to 3" Thick Asphalt							
a) First 80 cubic ft.	\$4,028	99%	\$4,076	100%			
b) Each additional cubic ft.	\$39	77%	\$40	79%	per square foot		
9 Engineering Plan Review per sheet (Streets)							
a) First three (3) reviews	\$160	95%	\$169	100%			
b) Fourth and subsequent review	\$33	88%	\$38	100%			
10 Concrete Removal/Replace Charge - Curb/Gutter							
a) Base	\$373	64%	\$467	80%	per linear foot		
b) Per Linear Foot	\$70		\$70				
11 Concrete Removal/Replace Charge - Sidewalk							
a) Base	\$261	45%	\$325	56%	per square foot		
b) Per Square Foot	\$19		\$19				
12 Traffic Sign Fabrication	\$875	97%	\$905	100%			

City of Santa Clara  
 Cost of Service Study for Analyzing User and Regulatory Fees  
 Streets / Storm Drain Fees  
 Calculation of the Estimated Costs of Providing Fee Related Services

Fee Description		Cost Recovery Information				Unit	Notes
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery		
13	Street tree removal	\$225	100%	\$225	100%	per hour	
14	Street tree planting - Property development	\$598	96%	\$625	100%	per tree	
15	Engineering Plan Review per sheet - Initial Review						
	1. First three (3) reviews	\$168	100%	\$169	100%		
	2. Fourth and subsequent review	\$34	91%	\$38	100%		
16	Non-exclusive franchise hauler application fee	\$1,320	96%	\$1,378	100%		
17	Solid Waste Management Planning Application Plan review as required by City Municipal Code (first 3 reviews)	\$760	93%	\$816	100%		
18	Solid Waste Management Building Permit Application Improvement plans review for solid waste management compliance with City's municipal codes (first 3 reviews)	\$760	93%	\$816	100%		
19	Construction & Demolition (C&D) waste management: Processing solid waste management and Green Halo reconciliation	\$190	93%	\$204	100%		



**City of  
Santa Clara**  
The Center of What's Possible

**Water and Sewer Fees**

City of Santa Clara  
 User and Regulatory Fee Study  
 Allocation of Annual Labor Effort - Water and Sewer

Position [a]	FTE [a]	Total Hours Per FTE [b]	Less: Holiday & Leave [c]	Productive Hours Per FTE	Total Productive Hours	Indirect [d]	Direct [d]	Total	Total Indirect Hours	Total Direct Hours	Total Hours	Total Salary Top Step [f]	Annual Salary
Assistant Engineer (Civil)	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$73	\$302,432
Assistant Director of Water and Sewer Utilities	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$111	\$230,298
Assistant Sanitary Sewer Superintendent	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$67	\$139,194
Assistant Water and Sewer Superintendent	3.00	2,080	216	1,864	5,592	20%	80%	100%	1,118	4,474	5,592	\$67	\$417,581
Associate Engineer	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$76	\$318,032
Code Enforcement Officer	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$58	\$120,370
Code Enforcement Technician	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$46	\$96,470
Compliance Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$78	\$163,238
Director of Water and Sewer Utilities	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$137	\$284,253
Equipment Operator	5.00	2,080	216	1,864	9,320	20%	80%	100%	1,864	7,456	9,320	\$52	\$536,016
Facilities Inspection Supervisor	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$62	\$129,459
Facilities Technician	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$52	\$214,406
Maintenance Systems Specialist	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$61	\$126,464
Management Analyst	2.00	2,080	216	1,864	3,728	100%	0%	100%	3,728	-	3,728	\$67	\$278,803
Office Records Specialist	1.00	2,080	216	1,864	1,864	100%	0%	100%	1,864	-	1,864	\$42	\$87,734
Office Specialist II/III/IV	3.00	2,080	216	1,864	5,592	100%	0%	100%	5,592	-	5,592	\$45	\$282,298
Principal Engineer	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$107	\$223,122
Pump Maintenance Technician	3.00	2,080	216	1,864	5,592	20%	80%	100%	1,118	4,474	5,592	\$52	\$321,610
Senior Engineer (Civil)	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$91	\$188,365
Senior Engineering Aide	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$54	\$113,235
Senior Project Engineer	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$91	\$188,365
Senior Water and Sewer System Operator	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$96	\$199,139
Senior Water Utility Engineer	0.10	2,080	216	1,864	186	20%	80%	100%	37	149	186	\$91	\$18,836
Sewer Inspection Technician	2.00	2,080	216	1,864	3,728	20%	80%	100%	746	2,982	3,728	\$52	\$214,406
Utility Business Supervisor	0.40	2,080	216	1,864	746	60%	40%	100%	447	298	746	\$62	\$51,784
Utility Business Systems Manager	0.60	2,080	216	1,864	1,118	60%	40%	100%	671	447	1,118	\$86	\$107,790
Utility Crew Supervisor	7.00	2,080	216	1,864	13,048	60%	40%	100%	7,829	5,219	13,048	\$62	\$906,214
Water and Sewer Maintenance Worker II	13.00	2,080	216	1,864	24,232	20%	80%	100%	4,846	19,386	24,232	\$47	\$1,264,661
Water and Sewer Operations Manager	1.00	2,080	216	1,864	1,864	60%	40%	100%	1,118	746	1,864	\$90	\$186,430
Water and Sewer System Operator	1.90	2,080	216	1,864	3,542	20%	80%	100%	708	2,833	3,542	\$62	\$245,972
Water Resource Specialist	1.00	2,080	216	1,864	1,864	20%	80%	100%	373	1,491	1,864	\$61	\$126,464
Water Service Technician II	10.00	2,080	216	1,864	18,640	20%	80%	100%	3,728	14,912	18,640	\$52	\$1,072,032
<b>Total</b>	<b>73.00</b>				<b>136,072</b>				<b>47,346</b>	<b>88,726</b>	<b>136,072</b>		<b>\$9,155,474</b>
<b>Total</b>									<b>35%</b>	<b>65%</b>	<b>100%</b>		

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] Based on 40 hour week \* 52 weeks per year.

[c] Amount intended to serve as reasonable estimate. Amount will vary annually, and by employee. Amount assumes twelve days holiday, ten days vacation/personal leave, five days sick leave.

[d] Amounts intended to serve as reasonable estimates developed for purposes of this analysis. Amount will vary annually, and by employee. Amount based on position and consultant experience working with similar municipalities.

[f] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Water and Sewer

FY 23/23 Forecast Expenses [a]		Program	1411	1412	1413	1422	1423	1424	1532	1511	1512	1514	1515	1516	Subtotal	Adjustment	Total	Notes
Fund #	Fund Desc	Account Desc	Water Eng'rg Admin Design	Water Eng'rg Water Quality	Water Eng'rg Water Res'rces	Water System Mtce	Water Const.	System Operations	Solar - System Mtce	Sewer Sys. Admin	Sewer Sys. Maint	Sewer Ops	Sewer SJ SC WPCP	Sewer Strm Pump Maint				
092	Water Utility	87010 - Salary And Wages - Regular	\$1,774,641	\$66,250	\$49,027	\$771,342	\$1,494,283	\$1,411,048	\$145,620	\$978,962	\$1,228,541	\$462,586	\$28,772	\$102,791	\$8,513,863	\$0	\$8,513,863	
092	Water Utility	87013 - Salary and Benefit Savings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
092	Water Utility	87017 - Premium Pay	\$0	\$0	\$0	\$898	\$3,463	\$12,430	\$490	\$9	\$8,591	\$801	\$0	\$271	\$26,953	\$0	\$26,953	
092	Water Utility	87020 - Salary And Wages - As Needed	\$160,684	\$0	\$0	\$0	\$0	\$0	\$0	\$82,800	\$0	\$0	\$0	\$0	\$243,484	\$0	\$243,484	
092	Water Utility	87030 - S & W - O.T. Vacation Relief	\$128,547	\$0	\$0	\$0	\$0	\$0	\$10,712	\$0	\$109,265	\$16,068	\$0	\$3,214	\$267,806	\$0	\$267,806	
092	Water Utility	87090 - Separation Payouts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
092	Water Utility	<b>1 Salary Accounts</b>	<b>\$2,063,872</b>	<b>\$66,250</b>	<b>\$49,027</b>	<b>\$772,240</b>	<b>\$1,497,746</b>	<b>\$1,423,478</b>	<b>\$156,822</b>	<b>\$1,061,771</b>	<b>\$1,346,397</b>	<b>\$479,455</b>	<b>\$28,772</b>	<b>\$106,276</b>	<b>\$9,052,106</b>	<b>\$0</b>	<b>\$9,052,106</b>	
092	Water Utility	87212 - PERS - Misc	\$620,584	\$23,168	\$17,145	\$268,597	\$521,972	\$496,680	\$50,883	\$342,345	\$431,132	\$161,960	\$10,061	\$35,941	\$2,980,468	\$0	\$2,980,468	
092	Water Utility	87221 - Medicare	\$26,641	\$1,012	\$732	\$11,651	\$22,377	\$21,255	\$2,201	\$14,738	\$18,686	\$6,943	\$441	\$1,494	\$128,171	\$0	\$128,171	
092	Water Utility	87222 - Social Security	\$91,017	\$3,842	\$2,134	\$49,215	\$94,552	\$90,295	\$9,410	\$49,413	\$78,966	\$29,065	\$854	\$6,338	\$505,101	\$0	\$505,101	
092	Water Utility	87223 - Social Security - OT	\$7,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,775	\$997	\$0	\$198	\$15,940	\$0	\$15,940	
092	Water Utility	87224 - Medicare OT	\$1,864	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,586	\$232	\$0	\$48	\$3,730	\$0	\$3,730	
092	Water Utility	87230 - Health Allocation	\$148,565	\$5,511	\$3,235	\$120,225	\$230,216	\$199,665	\$27,088	\$76,842	\$191,193	\$52,963	\$1,138	\$17,642	\$1,074,283	\$0	\$1,074,283	
092	Water Utility	87241 - Dental - City Paid	\$3,224	\$125	\$69	\$1,918	\$3,788	\$3,426	\$411	\$1,676	\$3,175	\$1,044	\$27	\$245	\$19,128	\$0	\$19,128	
092	Water Utility	87242 - Long Term Disability-City Paid	\$3,928	\$211	\$91	\$711	\$2,326	\$2,288	\$0	\$2,277	\$1,649	\$1,727	\$38	\$114	\$15,360	\$0	\$15,360	
092	Water Utility	87243 - Vision- City Paid	\$1,395	\$51	\$30	\$832	\$1,635	\$1,483	\$178	\$724	\$1,371	\$455	\$12	\$107	\$8,273	\$0	\$8,273	
092	Water Utility	87250 - Basic Life Insurance	\$1,028	\$33	\$30	\$321	\$614	\$626	\$72	\$559	\$525	\$159	\$12	\$42	\$4,021	\$0	\$4,021	
092	Water Utility	87260 - Meal Allowance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
092	Water Utility	87271 - VEBA	\$7,050	\$270	\$150	\$4,200	\$8,280	\$7,500	\$900	\$3,660	\$6,930	\$2,280	\$60	\$540	\$41,820	\$0	\$41,820	
092	Water Utility	87272 - EAP	\$576	\$21	\$12	\$343	\$669	\$612	\$73	\$293	\$556	\$188	\$5	\$44	\$3,392	\$0	\$3,392	
092	Water Utility	87274 - Auto Allowance	\$11,952	\$480	\$672	\$0	\$0	\$0	\$0	\$8,592	\$360	\$360	\$384	\$0	\$22,800	\$0	\$22,800	
092	Water Utility	87275 - Mobile Phone Allowance	\$3,600	\$192	\$240	\$0	\$0	\$0	\$0	\$2,688	\$144	\$144	\$96	\$0	\$7,104	\$0	\$7,104	
092	Water Utility	87279 - Misc. Other Benefits	\$736	\$0	\$0	\$120	\$834	\$530	\$0	\$218	\$440	\$96	\$0	\$48	\$3,022	\$0	\$3,022	
092	Water Utility	87390 - OPEB	\$41,635	\$1,595	\$886	\$24,801	\$48,893	\$44,288	\$5,314	\$21,611	\$40,930	\$13,468	\$354	\$3,187	\$246,962	\$0	\$246,962	
092	Water Utility	<b>2 Benefit Accounts</b>	<b>\$971,765</b>	<b>\$36,511</b>	<b>\$25,426</b>	<b>\$482,934</b>	<b>\$936,156</b>	<b>\$868,648</b>	<b>\$96,530</b>	<b>\$525,636</b>	<b>\$784,418</b>	<b>\$272,081</b>	<b>\$13,482</b>	<b>\$65,988</b>	<b>\$5,079,575</b>	<b>\$0</b>	<b>\$5,079,575</b>	
092	Water Utility	87500 - Operating Supplies	\$17,341	\$0	\$0	\$0	\$42,448	\$26,530	\$0	\$20,174	\$0	\$5,306	\$0	\$0	\$111,799	\$0	\$111,799	
092	Water Utility	87600 - Maintenance	\$159,181	\$0	\$0	\$418,558	\$63,672	\$689,785	\$10,612	\$0	\$326,695	\$34,701	\$0	\$0	\$1,703,204	(\$1,703,204)	\$0	
092	Water Utility	87710 - Adver And Community Promotion	\$5,306	\$0	\$0	\$0	\$0	\$0	\$0	\$1,062	\$0	\$0	\$0	\$0	\$6,368	(\$6,368)	\$0	
092	Water Utility	87720 - Misc Rec Pur Install & Service	\$0	\$0	\$0	\$0	\$615,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$615,500	(\$615,500)	\$0	
092	Water Utility	87770 - Water Conservation Prgm	\$0	\$0	\$254,690	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$254,690	(\$254,690)	\$0	
092	Water Utility	87810 - Utilities Expenses	\$31,271	\$0	\$0	\$0	\$5,624	\$10,686	\$0	\$0	\$0	\$4,499	\$0	\$0	\$52,080	\$0	\$52,080	
092	Water Utility	87825 - Conference, Travel and Training	\$31,836	\$0	\$0	\$0	\$0	\$0	\$0	\$22,285	\$0	\$0	\$0	\$0	\$54,121	\$0	\$54,121	
092	Water Utility	87870 - Contractual Serv Not Class	\$227,029	(\$398)	\$265,302	\$0	\$0	\$0	\$0	\$92,468	\$0	\$0	\$0	\$0	\$584,401	(\$584,401)	\$0	
092	Water Utility	87920 - Right of Way Rental Expense	\$0	\$0	\$0	\$0	\$0	\$2,197,635	\$0	\$1,805,104	\$0	\$0	\$0	\$0	\$4,002,739	(\$4,002,739)	\$0	
092	Water Utility	87940 - Mandated Program Costs	\$76,407	\$173,401	\$0	\$0	\$0	\$21,224	\$0	\$58,366	\$0	\$16,979	\$0	\$0	\$346,377	(\$346,377)	\$0	
092	Water Utility	<b>3 Mat/Serv/Sup</b>	<b>\$548,371</b>	<b>\$173,003</b>	<b>\$519,992</b>	<b>\$418,558</b>	<b>\$727,244</b>	<b>\$2,945,860</b>	<b>\$10,612</b>	<b>\$1,999,459</b>	<b>\$326,695</b>	<b>\$61,485</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,731,279</b>	<b>(\$7,513,279)</b>	<b>\$218,000</b>	
092	Water Utility	87880 - Resources: Non-JPA	\$0	\$0	\$26,346,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,346,800	(\$26,346,800)	\$0	
092	Water Utility	87960 - Generation & Pumping Expense	\$0	\$0	\$0	\$0	\$0	\$1,153,200	\$0	\$0	\$0	\$140,506	\$0	\$0	\$1,293,706	(\$1,293,706)	\$0	
092	Water Utility	87980 - Resources - JPA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$396,790	\$0	\$0	\$18,795,589	\$0	\$19,192,379	(\$19,192,379)	\$0	
092	Water Utility	<b>4 Resource/Product</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,346,800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,153,200</b>	<b>\$0</b>	<b>\$396,790</b>	<b>\$0</b>	<b>\$140,506</b>	<b>\$18,795,589</b>	<b>\$0</b>	<b>\$46,832,885</b>	<b>(\$46,832,885)</b>	<b>\$0</b>	
092	Water Utility	87640 - Vehicle Equipment Maintenance	\$0	\$0	\$0	\$71,247	\$188,004	\$159,500	\$0	\$10,263	\$2,394	\$272,173	\$0	\$0	\$703,581	\$0	\$703,581	
092	Water Utility	87650 - Technical Services Maintenance	\$535,664	\$0	\$0	\$0	\$0	\$0	\$0	\$507,536	\$0	\$0	\$0	\$0	\$1,043,200	\$0	\$1,043,200	
092	Water Utility	87660 - Workers Comp Insurance	\$61,838	\$2,325	\$1,712	\$27,120	\$52,207	\$49,371	\$5,008	\$34,216	\$42,977	\$16,102	\$1,010	\$3,614	\$297,500	\$0	\$297,500	
092	Water Utility	87680 - Unemployment Insurance	\$1,562	\$59	\$43	\$685	\$1,319	\$1,247	\$127	\$865	\$1,086	\$407	\$26	\$91	\$7,517	\$0	\$7,517	
092	Water Utility	87740 - Vehicle Equipment Amortization	\$0	\$0	\$0	\$40,575	\$222,403	\$100,880	\$0	\$3,425	\$3,596	\$214,983	\$0	\$0	\$585,862	\$0	\$585,862	
092	Water Utility	87750 - Communi Equipment Amortization	\$29,347	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,347	\$0	\$29,347	
092	Water Utility	87840 - Insurance And Surety Bonds	\$54,179	\$2,037	\$1,500	\$23,761	\$45,741	\$43,257	\$4,388	\$29,377	\$36,899	\$13,825	\$868	\$3,103	\$258,935	\$0	\$258,935	
092	Water Utility	87990 - Services From Other Funds	\$0	\$0	\$0	\$25,168	\$0	\$0	\$0	\$0	\$25,168	\$0	\$0	\$0	\$50,336	\$0	\$50,336	
092	Water Utility	87994 - Services from Other Funds-CAP	\$0	\$0	\$0	\$0	\$0	\$2,852,363	\$0	\$0	\$0	\$0	\$1,400,279	\$0	\$4,252,642	\$0	\$4,252,642	
092	Water Utility	<b>5 Interfund Services</b>	<b>\$682,590</b>	<b>\$4,421</b>	<b>\$3,255</b>	<b>\$188,556</b>	<b>\$509,674</b>	<b>\$3,206,618</b>	<b>\$9,523</b>	<b>\$585,682</b>	<b>\$112,120</b>	<b>\$517,490</b>	<b>\$1,402,183</b>	<b>\$6,808</b>	<b>\$7,228,920</b>	<b>\$0</b>	<b>\$7,228,920</b>	
<b>Subtotal</b>			<b>\$4,266,598</b>	<b>\$280,185</b>	<b>\$26,944,500</b>	<b>\$1,862,288</b>	<b>\$3,670,820</b>	<b>\$9,597,804</b>	<b>\$273,487</b>	<b>\$4,569,338</b>	<b>\$2,569,630</b>	<b>\$1,471,017</b>	<b>\$20,240,026</b>	<b>\$179,072</b>	<b>\$75,924,765</b>	<b>(\$54,346,164)</b>	<b>\$21,578,601</b>	

City of Santa Clara  
 User and Regulatory Fee Study  
 Hourly Rate Calculation - Water and Sewer

**Calculation of Uniform Fully-Burdened Hourly Rate**

Description	Total	Notes
Divisional Expenses	\$21,578,601	
Direct Hours	88,726	[b]
<b>Total</b>	<b>\$243</b>	

**Full Cost Factors for Hourly Rate Buildup**

Description	Total	Share	Per Hour
Personnel	\$14,131,681	65%	\$159
Equipment	\$0	0%	\$0
Materials / Supplies	\$3,194,278	15%	\$36
Other Costs	\$0	0%	\$0
Overhead	\$4,252,642	20%	\$48
<b>Total</b>	<b>\$21,578,601</b>	<b>100%</b>	<b>\$243</b>

Information Below is for Use if City Desires to Use Positional Hourly Billing Rates

**Scenario 1: Uniform Assignment of Materials and Overhead Costs Per Hour**

**Calculate Benefit Ratio**

Salary Accounts	\$9,052,106
Benefit Accounts	\$5,079,575
<b>Total</b>	<b>0.56</b>

**Calculation of Direct Hours Ratio (Billing Factor)**

Description	Base Hrs Per FTE	Adjust for Typical Leave	Productive Hours	Direct Hours %	Direct Hours Per FTE	Notes
Hours	2,080	(216)	1,864	65%	1,215	
<b>Direct Hours Bill Factor (For Every \$ of Salary Add this amount to account for Direct Hrs v. Total Hrs.)</b>					<b>1.71</b>	

Position	Top Step Hrlly [c]	Benefits	Subtotal Labor Costs	Adjust for Direct Hours	Total Labor Rate	Add: M'tls / Supplies	Add: Overhead	Total Hourly Rate
Assistant Engineer (Civil)	\$73	\$41	\$113	1.71	\$194	\$36	\$48	\$278
Assistant Director of Water and Sewer Utilities	\$111	\$62	\$173	1.71	\$296	\$36	\$48	\$380
Assistant Sanitary Sewer Superintendent	\$67	\$38	\$104	1.71	\$179	\$36	\$48	\$263
Assistant Water and Sewer Superintendent	\$67	\$38	\$104	1.71	\$179	\$36	\$48	\$263
Associate Engineer	\$76	\$43	\$119	1.71	\$204	\$36	\$48	\$288
Code Enforcement Officer	\$58	\$32	\$90	1.71	\$155	\$36	\$48	\$239
Code Enforcement Technician	\$46	\$26	\$72	1.71	\$124	\$36	\$48	\$208
Compliance Manager	\$78	\$44	\$123	1.71	\$210	\$36	\$48	\$294
Director of Water and Sewer Utilities	\$137	\$77	\$213	1.71	\$365	\$36	\$48	\$449
Equipment Operator	\$52	\$29	\$80	1.71	\$138	\$36	\$48	\$222
Facilities Inspection Supervisor	\$62	\$35	\$97	1.71	\$166	\$36	\$48	\$250
Facilities Technician	\$52	\$29	\$80	1.71	\$138	\$36	\$48	\$222
Maintenance Systems Specialist	\$61	\$34	\$95	1.71	\$162	\$36	\$48	\$246
Management Analyst	\$67	\$38	\$105	1.71	\$179	\$36	\$48	\$263
Office Records Specialist	\$42	\$24	\$66	1.71	\$113	\$36	\$48	\$197
Office Specialist II/III/IV	\$45	\$25	\$71	1.71	\$121	\$36	\$48	\$205
Principal Engineer	\$107	\$60	\$167	1.71	\$287	\$36	\$48	\$371
Pump Maintenance Technician	\$52	\$29	\$80	1.71	\$138	\$36	\$48	\$222
Senior Engineer (Civil)	\$91	\$51	\$141	1.71	\$242	\$36	\$48	\$326
Senior Engineering Aide	\$54	\$31	\$85	1.71	\$145	\$36	\$48	\$229
Senior Project Engineer	\$91	\$51	\$141	1.71	\$242	\$36	\$48	\$326
Senior Water and Sewer System Operator	\$96	\$54	\$149	1.71	\$256	\$36	\$48	\$340
Senior Water Utility Engineer	\$91	\$51	\$141	1.71	\$242	\$36	\$48	\$326
Sewer Inspection Technician	\$52	\$29	\$80	1.71	\$138	\$36	\$48	\$222
Utility Business Supervisor	\$62	\$35	\$97	1.71	\$166	\$36	\$48	\$250
Utility Business Systems Manager	\$86	\$48	\$135	1.71	\$231	\$36	\$48	\$315
Utility Crew Supervisor	\$62	\$35	\$97	1.71	\$166	\$36	\$48	\$250
Water and Sewer Maintenance Worker II	\$47	\$26	\$73	1.71	\$125	\$36	\$48	\$209
Water and Sewer Operations Manager	\$90	\$50	\$140	1.71	\$239	\$36	\$48	\$323
Water and Sewer System Operator	\$62	\$35	\$97	1.71	\$166	\$36	\$48	\$250
Water Resource Specialist	\$61	\$34	\$95	1.71	\$162	\$36	\$48	\$246
Water Service Technician II	\$52	\$29	\$80	1.71	\$138	\$36	\$48	\$222

**Scenario 2: Assignment of a Common Indirect Rate Factor that Can Be Applied to Base Hourly Wage Rate to Calculate Fully-Burdened Hourly Billing Rate by Position**

Description	FTE	Hours Per FTE	Total Hours	Salaries and Wages	Hourly Wage Rate Only	Burdened Hourly Rate	ICR Multiplier	Notes
Total	73.00	2,080	151,840	\$9,155,474	\$60	\$243	4.03	

[a] Source: FY 21/22 & 22/23 Adopted budget.

[b] See worksheet labeled: Allocation of Annual Labor Effort - Water.

[c] Source: City of Santa Clara Classified Salary Plan Approved 9/7/2021; City of Santa Clara Unclassified/Elected Salary Plan Approved 5/4/2021.

Fee Description		Service Time															Total
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'r	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II	
<b>Water Service Installation</b>																	
1	5/8" x 3/4" water services			2.00		18.00							18.00		1.00	36.00	75.00
1	1" water service			2.00		18.00							18.00		1.00	36.00	75.00
2	1" water service - SFR (abandonment)			2.00		22.00							22.00		1.00	44.00	91.00
3	1-1/2" water service			2.00		18.00							18.00		1.00	36.00	75.00
3	2" water service			2.00		18.00							18.00		1.00	36.00	75.00
4	3" water service (dual 2" services)			3.00		40.00							40.00		1.00	80.00	164.00
5	4" water service			3.00		40.00							40.00		1.00	80.00	164.00
6	6" water service			3.00		40.00							40.00		1.00	80.00	164.00
7	8" water service			3.00		40.00							40.00		1.00	80.00	164.00
<b>Dual Water Service Installation</b>																	
8	4" water service			3.00		40.00							40.00		1.00	80.00	164.00
9	6" water service			3.00		40.00							40.00		1.00	80.00	164.00
10	8" water service			3.00		40.00							40.00		1.00	80.00	164.00
<b>Water Service - Meter Device Cost Only</b>																	
11	1" water meter																
12	1" water meter and backflow preventer																
13	1 - 1/2" water meter backflow and preventer																
14	2" water meter backflow and preventer																
15	3" water meter and backflow preventer																
16	4" water meter and backflow preventer																
17	6" water meter and backflow preventer																
18	8" water meter and backflow preventer																
<b>Fire Hydrant</b>																	
19	Fire hydrant			2.00		27.00							27.00		1.00	54.00	111.00
<b>Fire Service (Installation of fire service line)</b>																	
20	2" fire service			3.00		18.00							18.00		1.00	36.00	76.00
21	4" fire service			3.00		40.00							40.00		1.00	80.00	164.00
22	6" fire service			3.00		40.00							40.00		1.00	80.00	164.00
23	8" fire service			3.00		40.00							40.00		1.00	80.00	164.00
24	10" fire service			3.00		40.00							40.00		1.00	80.00	164.00

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Water

Fee Description		Estimated Cost of Labor															Labor Cost of Svc	
		\$278	\$288	\$263	\$294	\$222	\$222	\$246	\$205	\$371	\$222	\$326	\$326	\$250	\$246	\$222		\$209
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'r	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II	Wtr/Swr Maint Wrkr II	
<b>Water Service Installation</b>																		
1	5/8" x 3/4" water services	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
1	1" water service	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
2	1" water service - SFR (abandonment)	\$0	\$0	\$526	\$0	\$4,884	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500	\$0	\$222	\$9,196	\$20,328
3	1 - 1/2" water service	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
3	2" water service	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
4	3" water service (dual 2" services)	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
5	4" water service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
6	6" water service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
7	8" water service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
<b>Dual Water Service Installation</b>																		
8	4" water service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
9	6" water service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
10	8" water service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
<b>Water Service - Meter Device Cost Only</b>																		
11	1" water meter	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	1" water meter and backflow preventer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	1 - 1/2" water meter backflow and preventer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2" water meter backflow and preventer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	3" water meter and backflow preventer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	4" water meter and backflow preventer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	6" water meter and backflow preventer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	8" water meter and backflow preventer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Fire Hydrant</b>																		
19	Fire hydrant	\$0	\$0	\$526	\$0	\$5,994	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,750	\$0	\$222	\$11,286	\$24,778
<b>Fire Service (Installation of fire service line)</b>																		
20	2" fire service	\$0	\$0	\$789	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$17,031
21	4" fire service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
22	6" fire service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
23	8" fire service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611
24	10" fire service	\$0	\$0	\$789	\$0	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$222	\$16,720	\$36,611

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Water

Fee Description	Meter	Backflow	Other Materials	Equip Cost	Total M'tls & Equip	Total Cost of Svc	Cost Recovery Information							
							Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Proposed Fee Change %	Proposed Fee Change \$	Notes	
<b>Water Service Installation</b>														
1 5/8" x 3/4" water services	+	\$0	\$0	\$0	\$0	= \$16,768	\$19,525	116%	\$16,768	100%	-14%	(\$2,757)		
1 1" water service	+	\$0	\$973	\$3,121	\$4,094	= \$20,862	\$19,525	94%	\$20,862	100%	7%	\$1,337		
2 1" water service - SFR (abandonment)	+	\$0	\$1,176	\$3,725	\$4,901	= \$25,229			\$25,229	100%				
3 1-1/2" water service	+	\$0	\$1,624	\$3,121	\$4,745	= \$21,513	\$19,525	91%	\$21,513	100%	10%	\$1,988		
3 2" water service	+	\$0	\$1,624	\$3,121	\$4,745	= \$21,513	\$19,525	91%	\$21,513	100%	10%	\$1,988		
4 3" water service (dual 2" services)	+	\$0	\$3,247	\$5,298	\$8,545	= \$45,156	\$42,498	94%	\$45,156	100%	6%	\$2,658		
5 4" water service	+	\$0	\$7,907	\$7,149	\$15,056	= \$51,667	\$43,175	84%	\$51,667	100%	20%	\$8,492		
6 6" water service	+	\$0	\$8,182	\$7,149	\$15,331	= \$51,942	\$43,602	84%	\$51,942	100%	19%	\$8,340		
7 8" water service	+	\$0	\$9,427	\$7,149	\$16,576	= \$53,187	\$44,638	84%	\$53,187	100%	19%	\$8,549		
<b>Dual Water Service Installation</b>														
8 4" water service	+		\$13,039	\$7,149	\$20,188	= \$56,799	varies		\$56,799	100%				
9 6" water service	+		\$14,751	\$7,149	\$21,900	= \$58,511	varies		\$58,511	100%				
10 8" water service	+		\$18,858	\$7,149	\$26,007	= \$62,618	varies		\$62,618	100%				
<b>Water Service - Meter Device Cost Only</b>														
11 1" water meter	+	\$203	\$0	\$0	\$203	= \$203	\$114	56%	\$203	100%	78%	\$89		
12 1" water meter and backflow preventer	+	\$203	\$362	\$0	\$565	= \$565	\$640	113%	\$565	100%	-12%	(\$75)		
13 1 - 1/2" water meter backflow and preventer	+	\$578	\$969	\$0	\$1,547	= \$1,547	\$1,185	77%	\$1,547	100%	31%	\$362		
14 2" water meter backflow and preventer	+	\$900	\$969	\$0	\$1,869	= \$1,869	\$1,450	78%	\$1,869	100%	29%	\$419		
15 3" water meter and backflow preventer	+	\$2,640	\$2,077	\$0	\$4,717	= \$4,717	\$2,108	45%	\$4,717	100%	124%	\$2,609		
16 4" water meter and backflow preventer	+	\$3,772	\$2,455	\$0	\$6,227	= \$6,227	\$2,520	40%	\$6,227	100%	147%	\$3,707		
17 6" water meter and backflow preventer	+	\$9,100	\$3,835	\$0	\$12,935	= \$12,935	\$5,141	40%	\$12,935	100%	152%	\$7,794		
18 8" water meter and backflow preventer	+	\$10,765	\$7,202	\$0	\$17,967	= \$17,967	\$21,045	117%	\$17,967	100%	-15%	(\$3,078)		
<b>Fire Hydrant</b>														
19 Fire hydrant	+	-	-	\$10,064	\$4,972	= \$15,036	\$37,887	95%	\$39,814	100%	5%	\$1,927		
<b>Fire Service (Installation of fire service line)</b>														
20 2" fire service	+	-	-	\$1,931	\$3,121	= \$5,052	\$21,153	96%	\$22,083	100%	4%	\$930		
21 4" fire service	+	-	-	\$7,187	\$7,149	= \$14,336	\$45,034	88%	\$50,947	100%	13%	\$5,913		
22 6" fire service	+	-	-	\$7,837	\$7,149	= \$14,986	\$47,116	91%	\$51,597	100%	10%	\$4,481		
23 8" fire service	+	-	-	\$8,726	\$7,149	= \$15,875	\$53,464	102%	\$52,486	100%	-2%	(\$978)		
24 10" fire service	+	-	-	\$11,075	\$7,149	= \$18,224	\$61,395	112%	\$54,835	100%	-11%	(\$6,560)		

Fee Description		Service Time															Total	
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'tr	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II		Wtr/Swr Maint Wrkr II
<b>Fire Service Upgrade (Upgrade device to DCDA or RPDA)</b>																		
25	2" fire service			2.00		9.00							9.00		1.00	18.00	39.00	
26	4" fire service			2.00		18.00							18.00		1.00	36.00	75.00	
27	6" fire service			2.00		18.00							18.00		1.00	36.00	75.00	
28	8" fire service			2.00		18.00							18.00		1.00	36.00	75.00	
29	10" fire service			2.00		18.00							18.00		1.00	36.00	75.00	
<b>Fire Service - Cost of Backflow Preventer - device cost only</b>																		
30	2" DCDA																	
31	4" DCDA																	
32	6" DCDA																	
33	8" DCDA																	
34	10" DCDA																	
35	2" RPDA																	
36	4" RPDA																	
37	6" RPDA																	
38	8" RPDA																	
39	10" RPDA																	
40	Fire Hydrant Flow Test		1.00								1.50		1.00			3.00	6.50	
41	Portable hydrant meter and Deposit (Includes cost of RP backflow)																	
42	Recycled hydrant meter and Deposit (Includes cost of RP backflow)																	
43	Water meter test														3.75		3.75	
44	<b>Engineering Plan Review</b>																	
	Engineering Plan Check for SFH Remodel (per plan set) - includes 3 checks		2.00														2.00	
	Engineering Plan Check for Dry Utilities up to \$25,000 (per plan set) - includes 3 checks		4.00														4.00	
	Engineering Plan Check for Dry Utilities over \$25,000 (per sheet) - includes 3 checks		3.00														3.00	
	Engineering Plan Check for Projects up to \$25K (per plan set) - includes 3 checks	1.00							0.25			2.00					3.25	
	Engineering Plan Check for Projects over \$25K (per sheet) - includes 3 checks		2.50						0.50			5.00					8.00	
	Engineering Plan Check (per plan set for Projects up to \$25K and per sheet for Projects over \$25K - 4th and subsequent review		1.00									1.00					2.00	

Fee Description		Estimated Cost of Labor															Labor Cost of Svc	
		\$278	\$288	\$263	\$294	\$222	\$222	\$246	\$205	\$371	\$222	\$326	\$326	\$250	\$246	\$222		\$209
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'tr	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II	Wtr/Swr Maint Wrkr II	
<b>Fire Service Upgrade (Upgrade device to DCDA or RPDA)</b>																		
25	2" fire service	\$0	\$0	\$526	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$222	\$3,762	\$8,758
26	4" fire service	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
27	6" fire service	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
28	8" fire service	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
29	10" fire service	\$0	\$0	\$526	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$222	\$7,524	\$16,768
<b>Fire Service - Cost of Backflow Preventer - device cost only</b>																		
30	2" DCDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
31	4" DCDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
32	6" DCDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
33	8" DCDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34	10" DCDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35	2" RPDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
36	4" RPDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
37	6" RPDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
38	8" RPDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
39	10" RPDA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40	Fire Hydrant Flow Test	\$0	\$288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$333	\$0	\$326	\$0	\$0	\$0	\$627	\$1,574
41	Portable hydrant meter and Deposit (Includes cost of RP backflow)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42	Recycled hydrant meter and Deposit (Includes cost of RP backflow)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
43	Water meter test	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$833	\$0	\$833
44	<b>Engineering Plan Review</b>																	
	Engineering Plan Check for SFH Remodel (per plan set) - includes 3 checks	\$0	\$576	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576
	Engineering Plan Check for Dry Utilities up to \$25,000 (per plan set) - includes 3 checks	\$0	\$1,152	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,152
	Engineering Plan Check for Dry Utilities over \$25,000 (per sheet) - includes 3 checks	\$0	\$864	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$864
	Engineering Plan Check for Projects up to \$25K (per plan set) - includes 3 checks	\$278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$93	\$0	\$0	\$652	\$0	\$0	\$0	\$0	\$1,023
	Engineering Plan Check for Projects over \$25K (per sheet) - includes 3 checks	\$0	\$720	\$0	\$0	\$0	\$0	\$0	\$0	\$186	\$0	\$0	\$1,630	\$0	\$0	\$0	\$0	\$2,536
	Engineering Plan Check (per plan set for Projects up to \$25K and per sheet for Projects over \$25K - 4th and subsequent review	\$0	\$288	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$326	\$0	\$0	\$0	\$0	\$614

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Water

Fee Description	Meter	Backflow	Other Materials	Equip Cost	Total M'tls & Equip	Total Cost of Svc	Cost Recovery Information							
							Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Proposed Fee Change %	Proposed Fee Change \$	Notes	
<b>Fire Service Upgrade (Upgrade device to DCDA or RPDA)</b>														
25 2" fire service	+	-	\$0	\$334	\$1,089	\$1,423 = \$10,181	varies		\$10,181	100%				
26 4" fire service	+	-	\$0	\$1,789	\$2,177	\$3,966 = \$20,734	\$18,657	90%	\$20,734	100%	11%	\$2,077		
27 6" fire service	+	-	\$0	\$1,956	\$2,177	\$4,133 = \$20,901	\$20,738	99%	\$20,901	100%	1%	\$163		
28 8" fire service	+	-	\$0	\$2,152	\$2,177	\$4,329 = \$21,097	\$23,096	109%	\$21,097	100%	-9%	(\$1,999)		
29 10" fire service	+	-	\$0	\$2,997	\$2,177	\$5,174 = \$21,942	\$31,027	141%	\$21,942	100%	-29%	(\$9,085)		
<b>Fire Service - Cost of Backflow Preventer - device cost only</b>														
30 2" DCDA	+	-	\$969	\$0	\$0	\$969 = \$969			\$969	100%				
31 4" DCDA	+	-	\$3,042	\$0	\$0	\$3,042 = \$3,042	\$2,743	90%	\$3,042	100%	11%	\$299		
32 6" DCDA	+	-	\$4,549	\$0	\$0	\$4,549 = \$4,549	\$4,082	90%	\$4,549	100%	11%	\$467		
33 8" DCDA	+	-	\$8,462	\$0	\$0	\$8,462 = \$8,462	\$7,832	93%	\$8,462	100%	8%	\$630		
34 10" DCDA	+	-	\$12,173	\$0	\$0	\$12,173 = \$12,173	\$12,062	99%	\$12,173	100%	1%	\$111		
35 2" RPDA	+	-	\$969	\$0	\$0	\$969 = \$969			\$969	100%				
36 4" RPDA	+	-	\$4,169	\$0	\$0	\$4,169 = \$4,169	\$3,484	84%	\$4,169	100%	20%	\$685		
37 6" RPDA	+	-	\$6,528	\$0	\$0	\$6,528 = \$6,528	\$4,984	76%	\$6,528	100%	31%	\$1,544		
38 8" RPDA	+	-	\$12,430	\$0	\$0	\$12,430 = \$12,430	\$9,492	76%	\$12,430	100%	31%	\$2,938		
39 10" RPDA	+	-	\$16,399	\$0	\$0	\$16,399 = \$16,399	\$13,202	81%	\$16,399	100%	24%	\$3,197		
40 Fire Hydrant Flow Test	+	-	\$0	\$0	\$310	\$310 = \$1,884	\$1,905	101%	\$1,884	100%	-1%	(\$21)		
41 Portable hydrant meter and Deposit (Includes cost of RP backflow)	+	\$0	\$0	\$0	\$2,185	\$2,185 = \$2,185	\$2,185		\$2,185	100%	0%	\$0		
42 Recycled hydrant meter and Deposit (Includes cost of RP backflow)	+	\$0	\$0	\$0	\$2,185	\$2,185 = \$2,185	\$2,185		\$2,185	100%	0%	\$0		
43 Water meter test	+	\$0	\$0	\$0	\$0	\$0 = \$833	\$435	52%	\$479	57%	10%	\$44		
<b>44 Engineering Plan Review</b>														
Engineering Plan Check for SFH Remodel (per plan set) - includes 3 checks	+	-	-	\$44	\$0	\$44 = \$620			\$620	100%				
Engineering Plan Check for Dry Utilities up to \$25,000 (per plan set) - includes 3 checks	+	-	-	\$44	\$0	\$44 = \$1,196	\$1,848	155%	\$1,196	100%	-35%	(\$652)		
Engineering Plan Check for Dry Utilities over \$25,000 (per sheet) - includes 3 checks	+	-	-	\$44	\$0	\$44 = \$908	\$423	47%	\$908	100%	115%	\$485		
Engineering Plan Check for Projects up to \$25K (per plan set) - includes 3 checks	+	-	-	\$44	\$0	\$44 = \$1,067	\$649	61%	\$1,067	100%	64%	\$418		
Engineering Plan Check for Projects over \$25K (per sheet) - includes 3 checks	+	-	-	\$44	\$0	\$44 = \$2,580	\$1,848	72%	\$2,580	100%	40%	\$732		
Engineering Plan Check (per plan set for Projects up to \$25K and per sheet for Projects over \$25K - 4th and subsequent review	+	-	-	\$44	\$0	\$44 = \$658	\$423	64%	\$658	100%	56%	\$235		

Fee Description		Service Time															Total	
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'tr	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II		Wtr/Swr Maint Wrkr II
45	<b>Field Inspection</b>																	
	Single Family Home Remodel			0.50														2.50
	<u>All other Projects</u>																	
	\$0-\$15K			0.50														2.50
	\$15,001-\$25K			1.00														5.00
	\$25,001-\$50K			2.00														11.00
	\$50,001-\$100K			4.00														24.00
	\$101K-\$200K			4.00														29.00
	\$201K-\$500K			4.00														48.00
	\$501K-\$1M			4.00														89.00
	>\$1M - base fee			4.00														104.00
	>\$1M; fee for each additional \$500K of fraction thereof			4.00														31.50
46	Water Supply Assessment Preparation				25.00									25.00				50.00
47	Supplemental Assessment Preparation				16.00									16.00				32.00
48	Water reconnection fee - normal reconnection															1.00		1.00
49	Water replacement/reconnection fee due to meter tampering/illegal access															2.00		2.00
50	Small water service (2" and smaller) abandonment			1.00		9.00							9.00				18.00	37.00
51	Large water service (3" and larger) abandonment			1.00		18.00							18.00				36.00	73.00
52	Water service relocation																	
	<b>Insertion Valve Installation</b>																	
53	2"			<del>4.00</del>		<del>18.00</del>							<del>18.00</del>				<del>36.00</del>	<del>77.00</del>
54	3"			<del>4.00</del>		<del>18.00</del>							<del>18.00</del>				<del>36.00</del>	<del>77.00</del>
53	4"			2.00		9.00							9.00				18.00	39.00
54	6"			2.00		9.00							9.00				18.00	39.00
55	8"			2.00		9.00							9.00				18.00	39.00
56	10"			2.00		9.00							9.00				18.00	39.00
57	12"			2.00		9.00							9.00				18.00	39.00
58	4" Excavation Included			4.00		18.00							18.00				36.00	77.00
59	6" Excavation Included			4.00		18.00							18.00				36.00	77.00
60	8" Excavation Included			4.00		18.00							18.00				36.00	77.00
61	10" Excavation Included			4.00		18.00							18.00				36.00	77.00
62	12" Excavation Included			4.00		18.00							18.00				36.00	77.00

Fee Description		Estimated Cost of Labor															Labor Cost of Svc	
		\$278	\$288	\$263	\$294	\$222	\$222	\$246	\$205	\$371	\$222	\$326	\$326	\$250	\$246	\$222		\$209
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'tr	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II	Wtr/Swr Maint Wrkr II	
45	<b>Field Inspection</b>																	
	Single Family Home Remodel	\$0	\$0	\$132	\$0	\$0	\$444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576
	<u>All other Projects</u>																	
	\$0-\$15K	\$0	\$0	\$132	\$0	\$0	\$444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576
	\$15,001-\$25K	\$0	\$0	\$263	\$0	\$0	\$888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,151
	\$25,001-\$50K	\$0	\$0	\$526	\$0	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,524
	\$50,001-\$100K	\$0	\$0	\$1,052	\$0	\$0	\$4,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,492
	\$101K-\$200K	\$0	\$0	\$1,052	\$0	\$0	\$5,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,602
	\$201K-\$500K	\$0	\$0	\$1,052	\$0	\$0	\$9,768	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,820
	\$501K-\$1M	\$0	\$0	\$1,052	\$0	\$0	\$18,870	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,922
	>\$1M - base fee	\$0	\$0	\$1,052	\$0	\$0	\$22,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,252
	>\$1M; fee for each additional \$500K of fraction thereof	\$0	\$0	\$1,052	\$0	\$0	\$6,105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,157
46	Water Supply Assessment Preparation	\$0	\$0	\$0	\$7,350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,150	\$0	\$0	\$13,500
47	Supplemental Assessment Preparation	\$0	\$0	\$0	\$4,704	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,936	\$0	\$0	\$8,640
48	Water reconnection fee - normal reconnection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222	\$0	\$222
49	Water replacement/reconnection fee due to meter tampering/illegal access	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$444	\$0	\$444
50	Small water service (2" and smaller) abandonment	\$0	\$0	\$263	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$0	\$3,762	\$8,273
51	Large water service (3" and larger) abandonment	\$0	\$0	\$263	\$0	\$3,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$16,283
52	Water service relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Insertion Valve Installation</b>																	
53	2"	\$0	\$0	\$1,052	\$0	\$3,996	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$17,294
54	3"	\$0	\$0	\$1,052	\$0	\$3,996	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$17,294
53	4"	\$0	\$0	\$526	\$0	\$1,998	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$0	\$3,762	\$8,758
54	6"	\$0	\$0	\$526	\$0	\$1,998	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$0	\$3,762	\$8,758
55	8"	\$0	\$0	\$526	\$0	\$1,998	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$0	\$3,762	\$8,758
56	10"	\$0	\$0	\$526	\$0	\$1,998	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$0	\$3,762	\$8,758
57	12"	\$0	\$0	\$526	\$0	\$1,998	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$0	\$3,762	\$8,758
58	4" Excavation Included	\$0	\$0	\$1,052	\$0	\$3,996	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$17,294
59	6" Excavation Included	\$0	\$0	\$1,052	\$0	\$3,996	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$17,294
60	8" Excavation Included	\$0	\$0	\$1,052	\$0	\$3,996	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$17,294
61	10" Excavation Included	\$0	\$0	\$1,052	\$0	\$3,996	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$17,294
62	12" Excavation Included	\$0	\$0	\$1,052	\$0	\$3,996	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500	\$0	\$0	\$7,524	\$17,294

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Water

Fee Description	Meter	Backflow	Other Materials	Equip Cost	Total M'tls & Equip	Total Cost of Svc	Cost Recovery Information							
							Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Proposed Fee Change %	Proposed Fee Change \$	Notes	
<b>45 Field Inspection</b>														
Single Family Home Remodel	+	-	\$0	\$0	\$0	= \$576	\$361	63%	\$576	100%	59%	\$215		
<u>All other Projects</u>														
\$0-\$15K	+	-	\$0	\$0	\$0	= \$576	\$361	63%	\$576	100%	59%	\$215		
\$15,001-\$25K	+	-	\$0	\$0	\$0	= \$1,151	\$361	31%	\$1,151	100%	219%	\$790		
\$25,001-\$50K	+	-	\$0	\$0	\$0	= \$2,524	\$1,448	57%	\$2,524	100%	74%	\$1,076		
\$50,001-\$100K	+	-	\$0	\$0	\$0	= \$5,492	\$3,617	66%	\$5,492	100%	52%	\$1,875		
\$101K-\$200K	+	-	\$0	\$0	\$0	= \$6,602	\$6,027	91%	\$6,602	100%	10%	\$575		
\$201K-\$500K	+	-	\$0	\$0	\$0	= \$10,820	\$9,647	89%	\$10,820	100%	12%	\$1,173		
\$501K-\$1M	+	-	\$0	\$0	\$0	= \$19,922	\$20,500	103%	\$19,922	100%	-3%	(\$578)		
>\$1M - base fee	+	-	\$0	\$0	\$0	= \$23,252	\$41,001	176%	\$23,252	100%	-43%	(\$17,749)		
>\$1M; fee for each additional \$500K of fraction thereof	+	-	\$0	\$0	\$0	= \$7,157	\$12,427	174%	\$7,157	100%	-42%	(\$5,270)		
<b>46 Water Supply Assessment Preparation</b>	+	-	\$0	\$0	\$0	= \$13,500	\$13,787	102%	\$13,500	100%	-2%	(\$287)		
<b>47 Supplemental Assessment Preparation</b>	+	-	\$0	\$0	\$0	= \$8,640	\$8,823	102%	\$8,640	100%	-2%	(\$183)		
<b>48 Water reconnection fee - normal reconnection</b>	+	-	\$0	\$156	\$156	= \$378	\$245	65%	\$245	65%	0%	\$0		
<b>49 Water replacement/reconnection fee due to meter tampering/illegal access</b>	+	-	\$0	\$156	\$156	= \$600	\$445	74%	\$445	74%	0%	\$0		
<b>50 Small water service (2" and smaller) abandonment</b>	+	-	-	\$1,088	\$1,088	= \$9,361	\$10,424	111%	\$9,361	100%	-10%	(\$1,063)		
<b>51 Large water service (3" and larger) abandonment</b>	+	-	\$1,526	\$2,177	\$3,702	= \$19,985	\$15,288	76%	\$19,985	100%	31%	\$4,697		
<b>52 Water service relocation</b>	+	-	\$0	\$0	\$0	= \$0	\$7,128		\$7,128		0%	\$0		
<b>Insertion Valve Installation</b>														
53 2"	+	-			\$0	=	<del>\$3,119</del>				-100%	(\$3,119)		
54 3"	+	-			\$0	=	<del>\$3,232</del>				-100%	(\$3,232)		
53 4"	+	-	\$3,481	\$2,363	\$5,844	= \$14,602	\$5,001	34%	\$14,602	100%	192%	\$9,601		
54 6"	+	-	\$4,278	\$2,363	\$6,641	= \$15,399	\$5,335	35%	\$15,399	100%	189%	\$10,064		
55 8"	+	-	\$4,976	\$2,363	\$7,339	= \$16,097	\$5,638	35%	\$16,097	100%	186%	\$10,459		
56 10"	+	-	\$8,103	\$2,363	\$10,466	= \$19,224	\$7,911	41%	\$19,224	100%	143%	\$11,313		
57 12"	+	-	\$9,643	\$2,363	\$12,006	= \$20,764	\$8,777	42%	\$20,764	100%	137%	\$11,987		
58 4" Excavation Included	+	-	\$3,481	\$4,725	\$8,206	= \$25,500	\$5,001	20%	\$25,500	100%	410%	\$20,499		
59 6" Excavation Included	+	-	\$4,278	\$4,725	\$9,003	= \$26,297	\$5,335	20%	\$26,297	100%	393%	\$20,962		
60 8" Excavation Included	+	-	\$4,976	\$4,725	\$9,701	= \$26,995	\$5,638	21%	\$26,995	100%	379%	\$21,357		
61 10" Excavation Included	+	-	\$8,103	\$4,725	\$12,828	= \$30,122	\$7,911	26%	\$30,122	100%	281%	\$22,211		
62 12" Excavation Included	+	-	\$9,643	\$4,725	\$14,368	= \$31,662	\$8,777	28%	\$31,662	100%	261%	\$22,885		

Fee Description		Service Time															Total
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'tr	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II	
<b>Field Marking - Water</b>																	
58	Up to 50 ft. of excavation					1.00		0.25									1.25
59	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation					0.50											0.50
<b>Field Marking - Recycled Water</b>																	
60	Up to 50 ft. of excavation					1.00		0.25									1.25
61	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation					0.50											0.50
62	Small water and fire services - 2" and smaller (Tap for Construction Installation Services)		1.00			1.00		0.50									2.50
63	Large water and fire services -4",6",8" (Tap for Construction Installation Services)		1.00			1.00		0.50									2.50
64	Large water and fire services - 10,12" (Tap for Construction Installation Services)		1.00			1.00		0.50									2.50
65	Project Clearance Committee / Subdivision Committee Review	0.50							3.00								3.50
66	Hold Harmless Agreement	2.00						2.00									4.00
67	Fire Flow- Single Family Homes	1.00									1.00						2.00
68	Fire Flow - Others excluding Single Family Homes	1.00									2.00	1.00					4.00
69	Development Impact Analysis	1.00									2.00	3.00					6.00
<b>Water Service Upgrade excluding Device Cost</b>																	
70	5/8" x 3/4" water services and backflow preventer			2.00		9.00							9.00		1.00	18.00	39.00
71	1" water service and backflow preventer			2.00		9.00							9.00		1.00	18.00	39.00
72	1 - 1/2" water service and backflow preventer			2.00		9.00							9.00		1.00	18.00	39.00
73	2" water service and backflow preventer			2.00		9.00							9.00		1.00	18.00	39.00
74	3" water service and backflow preventer			2.00		9.00							9.00		1.00	18.00	39.00

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Water

Fee Description		Estimated Cost of Labor															Labor Cost of Svc	
		\$278	\$288	\$263	\$294	\$222	\$222	\$246	\$205	\$371	\$222	\$326	\$326	\$250	\$246	\$222		\$209
		Assist. Eng'r (Civil)	Assoc Eng'r	Asst Wtr S'prntndt	C'mplce Mgr	Equip Oper'tr	Facil. Tech	Maint Sys. Spec	Office Spec IV	Prin. Eng'r	Pump Mtc Tech - Wtr	Util Ops Eng'r	Sr Wtr Util Eng'r	Util Crew S'prvsr	Wtr Res'rce Spec	Wtr Svc Tech II	Wtr/Swr Maint Wrkr II	
<b>Field Marking - Water</b>																		
58	Up to 50 ft. of excavation	\$0	\$0	\$0	\$0	\$0	\$222	\$0	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$273
59	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	\$0	\$0	\$0	\$0	\$0	\$111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111
<b>Field Marking - Recycled Water</b>																		
60	Up to 50 ft. of excavation	\$0	\$0	\$0	\$0	\$0	\$222	\$0	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$273
61	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	\$0	\$0	\$0	\$0	\$0	\$111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$111
62	Small water and fire services - 2" and smaller (Tap for Construction Installation Services)	\$0	\$288	\$0	\$0	\$0	\$222	\$0	\$103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$613
63	Large water and fire services -4",6",8" (Tap for Construction Installation Services)	\$0	\$288	\$0	\$0	\$0	\$222	\$0	\$103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$613
64	Large water and fire services - 10,12" (Tap for Construction Installation Services)	\$0	\$288	\$0	\$0	\$0	\$222	\$0	\$103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$613
65	Project Clearance Committee / Subdivision Committee Review	\$139	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,113	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,252
66	Hold Harmless Agreement	\$556	\$0	\$0	\$0	\$0	\$0	\$0	\$410	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$966
67	Fire Flow- Single Family Homes	\$278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$326	\$0	\$0	\$0	\$0	\$0	\$604
68	Fire Flow - Others excluding Single Family Homes	\$278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$652	\$326	\$0	\$0	\$0	\$0	\$1,256
69	Development Impact Analysis	\$278	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$652	\$978	\$0	\$0	\$0	\$0	\$1,908
<b>Water Service Upgrade excluding Device Cost</b>																		
70	5/8" x 3/4" water services and backflow preventer	\$0	\$0	\$526	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$222	\$3,762	\$8,758
71	1" water service and backflow preventer	\$0	\$0	\$526	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$222	\$3,762	\$8,758
72	1 - 1/2" water service and backflow preventer	\$0	\$0	\$526	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$222	\$3,762	\$8,758
73	2" water service and backflow preventer	\$0	\$0	\$526	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$222	\$3,762	\$8,758
74	3" water service and backflow preventer	\$0	\$0	\$526	\$0	\$1,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$222	\$3,762	\$8,758

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Water

Fee Description		Meter	Backflow	Other Materials	Equip Cost	Total M'tls & Equip	Total Cost of Svc	Cost Recovery Information							
								Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Proposed Fee Change %	Proposed Fee Change \$	Notes	
<b>Field Marking - Water</b>															
58	Up to 50 ft. of excavation	+	-	-	\$0	\$0	\$0 = \$273	\$239	87%	\$273	100%	14%	\$34		
59	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	+	-	-	\$0	\$0	\$0 = \$111	\$6	5%	\$111	100%		\$105		
<b>Field Marking - Recycled Water</b>															
60	Up to 50 ft. of excavation	+	-	-	\$0	\$0	\$0 = \$273	\$239	87%	\$273	100%	14%	\$34		
61	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	+	-	-	\$0	\$0	\$0 = \$111	\$6	5%	\$111	100%		\$105		
62	Small water and fire services - 2" and smaller (Tap for Construction Installation Services)	+	-	-	\$0	\$450	\$450 = \$1,063	\$786	74%	\$1,062	100%	35%	\$276		
63	Large water and fire services -4",6",8" (Tap for Construction Installation Services)	+	-	-	\$0	\$575	\$575 = \$1,188	\$920	77%	\$1,188	100%	29%	\$268		
64	Large water and fire services - 10,12" (Tap for Construction Installation Services)	+	-	-	\$0	\$975	\$975 = \$1,588	\$6,944	437%	\$1,588	100%	-77%	(\$5,357)		
65	Project Clearance Committee / Subdivision Committee Review	+	-	-	\$0	\$0	\$0 = \$1,252	\$601	48%	\$1,252	100%	108%	\$651		
66	Hold Harmless Agreement	+	-	-	\$0	\$0	\$0 = \$966	\$1,016	105%	\$966	100%	-5%	(\$50)		
67	Fire Flow- Single Family Homes	+	-	-	\$355	\$0	\$355 = \$959	\$672	70%	\$959	100%	43%	\$287		
68	Fire Flow - Others excluding Single Family Homes	+	-	-	\$875	\$0	\$875 = \$2,131	\$1,522	71%	\$2,131	100%	40%	\$609		
69	Development Impact Analysis	+	-	-	\$875	\$0	\$875 = \$2,783			\$2,783	100%		\$2,783		
<b>Water Service Upgrade excluding Device Cost</b>															
70	5/8" x 3/4" water services and backflow preventer	+	-	\$0	\$299	\$1,089	\$1,388 = \$10,146	\$10,464	103%	\$10,146	100%	-3%	(\$318)		
71	1" water service and backflow preventer	+	-	\$0	\$299	\$1,089	\$1,388 = \$10,146	\$10,472	103%	\$10,146	100%	-3%	(\$326)		
72	1 - 1/2" water service and backflow preventer	+	-	\$0	\$333	\$1,089	\$1,422 = \$10,180	\$10,984	108%	\$10,180	100%	-7%	(\$804)		
73	2" water service and backflow preventer	+	-	\$0	\$333	\$1,089	\$1,422 = \$10,180	\$10,984	108%	\$10,180	100%	-7%	(\$804)		
74	3" water service and backflow preventer	+	-	\$0	\$668	\$1,089	\$1,757 = \$10,515	\$11,684	111%	\$10,515	100%	-10%	(\$1,169)		

Fee Description	Service Time							Total
	Asst Swr S'prntndt	Code Enforce Tech	Equip Oper'tr	Facil. Tech	Office Spec IV	Util Crew S'prvsr	Wtr/Swr Maint Wrkr II	
<b>Sewer Lateral Cleanout</b>								
1 Sewer Lateral Cleanout - 4 inch lateral	2.00		9.00	1.00		9.00	18.00	39.00
2 Sewer Lateral Cleanout - 6 inch or larger	2.00		9.00	1.00		9.00	18.00	39.00
3 Cleanout box only							4.00	4.00
<b>Sewer Lateral Installation</b>								
4 4" installation			36.80			36.80	110.40	184.00
5 6" installation			36.80			36.80	110.40	184.00
6 8" installation			36.80			36.80	110.40	184.00
<b>Sewer Lateral Video Inspection</b>								
7 Video inspection						2.00	2.00	4.00
<b>Encroachment Permit: Field Marking-Sanitary Sewer</b>								
8 Up to 50 ft. of excavation				1.00	0.25			1.25
9 Over 50 ft. - each additional 50 ft. or fraction thereof of excavation				0.50				0.50
<b>Fats, Oil and Grease (FOG)</b>								
10 FOG Plan Review (Building Permits)		6.00						6.00
11 FOG Inspection (Building Permits)		6.00						6.00
<b>Temporary Waste Water Discharge Permit (\$5.29/HCF or \$7.07/1000 gal)</b>								
12 Up to 10,000 gallons		1.00						1.00
13 Up to 50,000 gallons		1.00						1.00
14 Up to 100,000 gallons		1.00						1.00
15 Up to 200,000 gallons		1.00						1.00
16 Up to 300,000 gallons		1.00						1.00
17 Up to 400,000 gallons		1.00						1.00
18 Up to 500,000 gallons		1.00						1.00
19 More than 500,000 gallons		1.00						1.00

		Estimated Cost of Labor						Labor Cost of Svc	Mat'ls & Equip Cost	Total Cost of Svc
		\$263	\$208	\$222	\$222	\$205	\$250			
Fee Description	Asst Swr S'prntdnt	Code Enforce Tech	Equip Oper'tr	Facil. Tech	Office Spec IV	Util Crew S'prvsr	Wtr/Swr Maint Wrkr II			
<b>Sewer Lateral Cleanout</b>										
1	Sewer Lateral Cleanout - 4 inch lateral	\$526	\$0	\$1,998	\$222	\$0	\$2,250	\$3,762	\$8,758	+ \$1,450 = \$10,208
2	Sewer Lateral Cleanout - 6 inch or larger	\$526	\$0	\$1,998	\$222	\$0	\$2,250	\$3,762	\$8,758	+ \$1,606 = \$10,364
3	Cleanout box only	\$0	\$0	\$0	\$0	\$0	\$0	\$836	\$836	+ \$104 = \$940
<b>Sewer Lateral Installation</b>										
4	4" installation	\$0	\$0	\$8,170	\$0	\$0	\$9,200	\$23,074	\$40,443	+ \$0 = \$40,443
5	6" installation	\$0	\$0	\$8,170	\$0	\$0	\$9,200	\$23,074	\$40,443	+ \$0 = \$40,443
6	8" installation	\$0	\$0	\$8,170	\$0	\$0	\$9,200	\$23,074	\$40,443	+ \$0 = \$40,443
<b>Sewer Lateral Video Inspection</b>										
7	Video inspection	\$0	\$0	\$0	\$0	\$0	\$500	\$418	\$918	+ \$0 = \$918
<b>Encroachment Permit: Field Marking-Sanitary Sewer</b>										
8	Up to 50 ft. of excavation	\$0	\$0	\$0	\$222	\$51	\$0	\$0	\$273	+ \$0 = \$273
9	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	\$0	\$0	\$0	\$111	\$0	\$0	\$0	\$111	+ \$0 = \$111
<b>Fats, Oil and Grease (FOG)</b>										
10	FOG Plan Review (Building Permits)	\$0	\$1,248	\$0	\$0	\$0	\$0	\$0	\$1,248	+ \$0 = \$1,248
11	FOG Inspection (Building Permits)	\$0	\$1,248	\$0	\$0	\$0	\$0	\$0	\$1,248	+ \$0 = \$1,248
<b>Temporary Waste Water Discharge Permit (\$5.29/HCF or \$7.07/1000 gal)</b>										
12	Up to 10,000 gallons		\$208						\$208	+ \$ 71 = \$279
13	Up to 50,000 gallons		\$208						\$208	+ \$ 354 = \$562
14	Up to 100,000 gallons		\$208						\$208	+ \$ 707 = \$915
15	Up to 200,00 gallons		\$208						\$208	+ \$ 1,414 = \$1,622
16	Up to 300,000 gallons		\$208						\$208	+ \$ 2,121 = \$2,329
17	Up to 400,000 gallons		\$208						\$208	+ \$ 2,828 = \$3,036
18	Up to 500,000 gallons		\$208						\$208	+ \$ 3,535 = \$3,743
19	More than 500,00 gallons		\$208						\$208	+ Actual = Actual

Fee Description		Cost Recovery Information						
		Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Proposed Fee Change %	Proposed Fee Change \$	Notes
<b>Sewer Lateral Cleanout</b>								
1	Sewer Lateral Cleanout - 4 inch lateral	\$2,006	20%	\$4,013	39%	100%	\$2,006	
2	Sewer Lateral Cleanout - 6 inch or larger	\$9,930	96%	\$10,364	100%	4%	\$434	
3	Cleanout box only	\$314	33%	\$627	67%	100%	\$314	
<b>Sewer Lateral Installation</b>								
4	4" installation	\$37,669	93%	\$40,443	100%	7%	\$2,774	
5	6" installation	\$37,669	93%	\$40,443	100%	7%	\$2,774	
6	8" installation	\$37,669	93%	\$40,443	100%	7%	\$2,774	
<b>Sewer Lateral Video Inspection</b>								
7	Video inspection	\$421	46%	\$918	100%	118%	\$497	
<b>Encroachment Permit: Field Marking-Sanitary Sewer</b>								
8	Up to 50 ft. of excavation	\$205	75%	\$273	100%	33%	\$68	
9	Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	\$4	4%	\$111	100%		\$107	
<b>Fats, Oil and Grease (FOG)</b>								
10	FOG Plan Review (Building Permits)	n/a		\$1,248	100%			
11	FOG Inspection (Building Permits)	n/a		\$1,248	100%			
<b>Temporary Waste Water Discharge Permit (\$5.29/HCF or \$7.07/1000 gal)</b>								
12	Up to 10,000 gallons			\$279	100%			
13	Up to 50,000 gallons			\$562	100%			
14	Up to 100,000 gallons			\$915	100%			
15	Up to 200,000 gallons			\$1,622	100%			
16	Up to 300,000 gallons			\$2,329	100%			
17	Up to 400,000 gallons			\$3,036	100%			
18	Up to 500,000 gallons			\$3,743	100%			
19	More than 500,000 gallons			Actual	100%			

City of Santa Clara  
 User and Regulatory Fee Study  
 Cost of Service Calculation - Sewer

Fee Description	Service Time			Cost of Service			Cost Recovery Information						
	Pump Mtc Tech - Solar	Wtr /Swr Maint Worker II	Total	Pump Mtc Tech - Solar	Wtr /Swr Maint Worker II	Total	Current Fee	Current Cost Recovery	Proposed Fee	Proposed Cost Recovery	Proposed Fee Change %	Proposed Fee Change \$	Notes
				\$263	\$208								
1 Solar Pool Heating System Installation Fee													
a) Base Fee	24.00	48.00	72.00	\$6,312	\$9,984	\$16,296	\$4,407	27%	\$4,848	30%	10%	\$441	
b) Per Panel	1.50	3.00	4.50	\$395	\$624	\$1,019	\$257	25%	\$283	28%	10%	\$26	
2 Solar domestic hot water installation fee													
a) Single-family							Actual Cost		Actual Cost				
b) Multi-family							Actual Cost		Actual Cost				
3 Solar Domestic Hot Water System Panel Removal & Replacement Fee - per panel	8.00	8.00	16.00	\$2,104	\$1,664	\$3,768	\$517	14%	\$569	15%	10%	\$52	
4 Solar pool heating system system panel removal and replacement fee							\$314		\$345		10%	\$31	



# City of Santa Clara

The Center of What's Possible

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## FY 2022/23 Municipal Fee Schedule

# Proposed

July 1, 2022

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# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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## Reader's Guide

The purpose of this Reader's Guide is to make the City of Santa Clara FY 2022/23 Municipal Fee Schedule easier to review. The Reader's Guide highlights information contained in this document, defines terminology used in column headers, and briefly explains how voter approved Proposition 26 impacts the Schedule.

Fees, rates, and charges are intended to encompass all charges established by license, permit fees, utility charges, refuse collection and any other charges for goods and services and use of City-owned or operated facilities. Certain fees omitted from the Municipal Fee Schedule are published separately and noted on page V of this schedule. Such fees and charges published separately are unique because they are mandated by external agencies or because they receive special attention and review from City Council prior to adoption.

A comprehensive listing of the City's fees, rates, and charges, arranged in sections by department make up the City of Santa Clara Municipal Fee Schedule. During an annual review, each department recommends appropriate adjustments after considering the total costs to the City for each service provided. Costs include (1) personnel time (providing the service and collecting data), (2) equipment used, (3) material, service and supply costs, (4) department and City-wide overhead, and (5) any other costs that may be incurred that are directly related to the specific fees, rates or charges. Periodically, the City will contract with an outside consultant to perform a comprehensive review/study of fees. For FY 2022/23, ClearSource Financial Consulting completed a Cost of Services (User Fee) Study.

### Proposition 26

Proposition 26, passed by voters on November 2, 2010, is a constitutional amendment that introduces, for the first time, a definition of what constitutes a local tax:

*As used in this section, "tax" means any levy, charge, or exaction of any kind imposed by a local government...*

Under this definition, many requirements imposed by a local government that results in the local government receiving revenues are considered local taxes. This means that local government would need to obtain majority approval of the voters if the revenues are to be used for general governmental purpose and by two-thirds of voters if used for a specific purpose. In contrast, a fee may be adopted by a majority vote of City Council. There are seven (7) exceptions to this amendment under Proposition 26:

1. **Special Benefit or Privilege:** 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. **Government Service or Product:** A charge imposed for 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.
3. **Licenses and Permits:** A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.
4. **Local Government Property:** A charge imposed for entrance to or use of local government property, or the purchase, rental or lease of a local government property.
5. **Fines and Penalties:** A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law.
6. **Property Development:** A charge imposed as a condition of property development.
7. **The Prop 218 Exception:** Provides that property assessment and property-related fees that are already subject to the approval requirements of Proposition 218 are not taxes. Common examples include water and sewer rates and special district assessments such as Landscape and Lighting District Act assessments.

All fees, rates, and charges have been reviewed by the City Attorney's Office and meet one or more of the exceptions to Proposition 26, or are not subject to Proposition 26.

#### City of Santa Clara Municipal Fee Schedule Column Descriptors

1. Description of Fee, Rate, or Charge: Identifies the nature of the fee, rate, or charge.
2. Current Fee and Period: Identifies the current cost associated with the fee, rate, or charge.

3. Technology Fee: Identifies whether or not the Technology Fee applies.
4. Charging Dept/Div: City Department responsible for initiating the fee, rate, or charge.  
Collecting Dept/Div: City Department assigned to collect the fee, rate, or charge.
5. Date Fee Last Changed: The date the fee was last updated by ordinance and/or resolution.

6. Fee Detail:

Objective: The reasoning as to why the City collects the fee, rate, or charge. This schedule may identify one or more of the following classifications: (1) Recover Cost, (2) User Tax, (3) User Fee, (4) Penalty, (5) Compliance, and (6) Impact Development Fee.

Prop 26 Exception: Identifies exception classification for the fee, rate, or charge. The reader will see numbers 1-7, or a combination of 1-7, as some fees, rates, and charges fall under multiple classifications. N/A signifies the fee, rate, or charge is not a fee imposed exclusively by local government.

Full Cost: Summarizes both direct and indirect costs associated with the fee, rate, or charge. If no cost is provided, the basis for the charge is defined either by ordinance or resolution, calculated separately based on individual circumstances, or established by an outside entity.

7. Comments: Identifies special notes related to the specific fee, rate, or charge.

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

The Following is a List of Separately Published Fee Schedules.  
These Schedules Are Not Included in This Document.  
Copies of These Documents Can Be Found in the City Clerk's Office Located at  
City Hall and at Central Library's Reference Desk.

■ **Community Development Department**

California Electrical Code  
California Administrative Code  
California Building Code, Volume 1, 2  
California Building Security Code  
California Code for the Abatement of  
Dangerous Buildings  
California Housing Code  
California Mechanical Code  
California Plumbing Code

■ **Electric Utility**

Electric Rates

■ **Parks and Recreation Department**

Class Rates

■ **Public Works Department**

Cleanup Campaign Rates  
Garbage / Rubbish / Recycle Rates  
Household Hazardous Waste Rates  
Storm Drain Environmental Compliance Fee

■ **Water and Sewer Utilities**

Sewer Rates  
Solar Domestic Hot Water System Service Charges  
Solar Swimming Pool Heater Service Charges  
Water Rates

■ Taxable items are subject to applicable sales taxes at prevailing tax rates.

# Municipal Fee Schedule



# Citywide

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
CITYWIDE

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Copy Fee Public	\$ 0.20 per page	No	Date: 6/10/2008 Res. No.: 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 0.20	Copies of Statements of Economic Interest (Form 700) and Campaign Statements are 10 cents per page for copies.	\$ 0.20 per page	
CD / DVD Materials	\$ 3.00 per CD / DVD	No	Date: 6/10/2008 Res. No.: 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 3.00		\$ 3.00 per CD / DVD	
Payment Default Fee (includes NSF check, direct payment decline, default credit card charge)	\$ 25.00	No	Date: 7/16/2019 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,5 Full Cost: \$ 25.00	CA Civil Code 1719	\$ 25.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
CITYWIDE

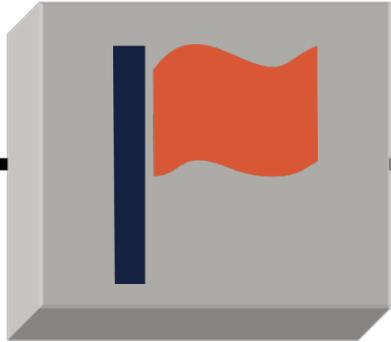
RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Technology Fee	\$ 3.37% of Applicable Fees	Yes	Date: 7/16/2019 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ Varies		\$ 3.37% of Applicable Fees	
<u>Subpoena Fees</u>  All Employees (Deposit)	\$ 275.00	No	Date: 4/22/2014 O. No.: O. Date: Other (specify): CMD 17	Objective: Compliance Prop 26 Exception: * N/A Full Cost: N/A		\$ 275.00	
<u>Jury Fees</u>  Federal District Court	\$ 30.00 per day and IRS Business Mileage Rate	No	Date: 6/12/2001 O. No.: O. Date: Other (specify): CMD 25	Objective: Recover Cost Prop 26 Exception: * N/A Full Cost: N/A		\$ 30.00 per day and IRS Business Mileage Rate	

(\* Note: "N/A" here signifies the fee, rate, or charge is not a fee imposed exclusively by local government.)

# Municipal Fee Schedule



City Clerk

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
CITY CLERK'S OFFICE

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Lobbying Activities Annual Registration Fee	\$ 757.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee 3 Prop 26 Exception: Full Cost: \$ 731.00	Annual registration is due by January 15th of a given year.	\$ 731.00	-3.4%
Lobbying Activities Prorated Registration Fee	\$ 361.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee 3 Prop 26 Exception: Full Cost: \$ 344.00	Persons registering for the first time after June 30th of a given year.	\$ 344.00	-4.7%
Lobbying Activities Amended Registration Fee	\$ 174.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee 3 Prop 26 Exception: Full Cost: \$ 172.00	Lobbyists with a change to registration information shall file an amended registration within fifteen (15) days of such change if he or she has accepted a new client for compensation in excess of five hundred dollars (\$500.00).	\$ 172.00	-1.1%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
CITY CLERK'S OFFICE

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Lobbying Activities Client Registration Fee	\$ 130.00 per client	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 3 Full Cost: \$ 129.00		\$ 129.00 per client	-0.8%
Lobbying Activities Delinquent Fee (Non-Compliance Fine)	\$ 25.00 per day	No	Date: 12/5/2017 Res. No.: 17-8483 O. No.: 1949 O. Date: 1/12/2016	Objective: Recover Cost Penalty Prop 26 Exception: 5 Full Cost: \$ 25.00	Up to a maximum of \$500.00	\$ 25.00 per day	

# Municipal Fee Schedule



**City Manager**

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
CITY MANAGER'S OFFICE

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	CHARGING DEPT / DIV ----- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
				ORDINANCE NUMBER & DATE (if applicable)				
<u>No-Fee Parade Permit</u> For Santa Clara non-profit organizations	\$ No Fee	No	Charged By: City Manager's Office  Collected By: City Manager's Office	Date: 9/18/2018  R. No.: 18-8606 R. Date: 9/18/2018	Objective:  Prop 26 Exception:  Full Cost: \$ -	See Resolution No. 18-8606	No Fee	

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## Municipal Fee Schedule



# Community Development

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / BUILDING

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>MINOR RESIDENTIAL PERMIT</b>							
A/C and/or Furnace - New Location	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 460.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 460.00	
A/C and/or Furnace - Same Location	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 312.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 312.00	
Water Heater - New or Replacement	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 388.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 388.00	
Water Softener	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 312.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 312.00	
Bathroom Remodel (like for like)	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 312.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 312.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / BUILDING

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Residential Voluntary Foundation Seismic Retrofit	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 422.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 422.00	
Pool Demo	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 312.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 312.00	
Residential Reroof	\$ varies	Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 734.00	Not a new fee Modified fee structure proposed for simplified permitting Fee amount is inclusive of permit issuance fee.	\$ 734.00	
<b>PERMIT ISSUANCE FEE</b>							
Permit Issuance	\$ 87.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2 Full Cost: \$ 91.67		\$ 91.67	5.4%
Technology Fee	3.37% of Building Permit Fee, Electrical Permit Fee, Plumbing Permit Fee, Mechanical Permit Fee, and Plan Check & Sign Fee	No	Date: 7/16/2019 R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: 3.37%		3.37% of Building Permit Fee, Electrical Permit Fee, Plumbing Permit Fee, Mechanical Permit Fee, and Plan Check & Sign Fee	-

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / BUILDING

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
General Plan / Advanced Planning Surcharge	12.39% of Building Permit and Plan Check Fees	No	Date: 7/16/2019 R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: 12.39%		12.39% of Building Permit and Plan Check Fees	
Building Conformance Fee	Valuation x \$0.00032	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Valuation x \$0.00032		Valuation x \$0.00032	
<b>3-B ELECTRICAL PERMIT FEES</b>							
Minimum Permit Fee	\$ 209.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 3 Full Cost: \$ 220.00		\$ 220.00	5.3%
<b>SYSTEM FEE SCHEDULE</b>							
<u>New Buildings or Alterations</u>				Objective: Prop 26 Exception: 1,2,3			
Commercial Buildings per sq. ft.	\$ 0.31	Yes	Date: 6/22/2021 R. No.: 21-8981	Full Cost: \$0.31		\$ 0.31	
Residential Buildings per sq. ft.	\$ 0.22	Yes	R. Date: 6/22/2021	Full Cost: \$0.22		\$ 0.22	
New garages, carports and accessory buildings per sq. ft.	\$ 0.08	Yes		Full Cost: \$0.09		\$ 0.09	10.6%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**COMMUNITY DEVELOPMENT / BUILDING**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
<u>Private Swimming Pools</u> For new private, in-ground swimming pools for single-family and multi-family occupancies	\$ 330.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$330.00		\$ 330.00	
<u>Outdoor Events</u> For electric generators and electrically driven rides	\$ 330.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$330.00		\$ 330.00	
For mechanically driven rides and walk-through attractions or displays having electric lighting	\$ 330.00	Yes		Full Cost: \$330.00		\$ 330.00	
For a system of area and booth lighting	\$ 330.00	Yes		Full Cost: \$330.00		\$ 330.00	
<u>Temporary Power Service</u> For a temporary service power pole or pedestal-mounted receptacle outlets and appurtenances	\$ 330.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$330.00		\$ 330.00	
For a temporary distribution system and temp lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc.	\$ 330.00	Yes		Full Cost: \$330.00		\$ 330.00	
<b>UNIT FEE SCHEDULE</b>							
<u>Receptacle, Switch and Lighting Outlets</u> First 20, each	\$ 3.19	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,3 Full Cost: \$ 3.67		\$ 3.67	14.8%
Additional fixtures, each	\$ 3.19	Yes		Full Cost: \$ 2.75		\$ 2.75	-13.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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COMMUNITY DEVELOPMENT / BUILDING

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Lighting Fixtures</u> First 20 fixtures, each	\$ 3.19	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,3 Full Cost: \$ 3.67		\$ 3.67	14.8%
Additional fixtures, each	\$ 3.19	Yes		Full Cost: \$ 2.75		\$ 2.75	-13.9%
For pole or platform-mounted lighting fixtures, each	\$ 7.47	Yes		Full Cost: \$ 7.33		\$ 7.00	-6.2%
For theatrical-type lighting fixtures or assemblies, each	\$ 7.47	Yes		Full Cost: \$ 7.33		\$ 7.00	-6.2%
<u>Residential Appliances</u> For fixed residential appliances or receptacle outlets, each	\$ 22.00	Yes	Date: 4/28/2020 R. No.: R. Date:	Objective: Prop 26 Exception: 1,3 Full Cost: \$ 22.00		\$ 22.00	
<u>Power Apparatus</u> Up to and including 1, each	\$ 36.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 36.67		\$ 36.67	1.9%
Over 1 and not over 10, each	\$ 55.00	Yes	R. No.: 21-8981	Full Cost: \$ 55.00		\$ 55.00	
Over 10 and not over 50, each	\$ 92.00	Yes	R. Date: 6/22/2021	Full Cost: \$ 91.67		\$ 91.67	-0.4%
Over 50 and not over 100, each	\$ 110.00	Yes		Full Cost: \$ 110.00		\$ 110.00	
Over 100, each	\$ 146.00	Yes		Full Cost: \$ 146.67		\$ 146.67	0.5%
<u>Busways</u> For trolley and plug-in-type busways, each 100 feet	\$ 91.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 91.67		\$ 91.67	0.7%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Signs, Outline Lighting and Marquees</u> For signs, outline lighting systems or marquees supplies from one branch circuit	\$ 91.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 91.67		\$ 91.67	0.7%
	\$ 73.00	Yes		<b>Full Cost:</b> \$ 73.33		\$ 73.00	
<u>Services</u> For services of 600 volts or less and not over 200 amperes in rating, each	\$ 146.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 146.67		\$ 146.67	0.5%
	\$ 256.00	Yes		<b>Full Cost:</b> \$ 256.67		\$ 256.67	0.3%
	\$ 386.00	Yes		<b>Full Cost:</b> \$ 385.00		\$ 385.00	-0.3%
<u>Miscellaneous Apparatus, Conduits, and Conductors</u> For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth	\$ 91.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 91.67		\$ 91.67	0.7%
<b>3-C MECHANICAL PERMIT</b>							
<b>NEW BUILDINGS</b>							
New Commercial buildings, per sq. ft.	\$ 0.26	Yes	<b>Date:</b> 4/28/2020 <b>R. No.:</b> <b>R. Date:</b>	<b>Objective:</b> <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 0.26		\$ 0.26	
New Residential buildings, per sq. ft.	\$ 0.08	Yes		<b>Full Cost:</b> \$ 0.09		\$ 0.09	10.6%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>UNIT FEE SCHEDULE</b>							
<u>Furnaces</u> For installation or relocation of forced-air or gravity-type furnace, up to and including 100,000 Btu/h	\$ 275.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 275.00		\$ 275.00	
For installation or relocation or forced-air or gravity-type furnace, over 100,000 Btu/h	\$ 275.00	Yes		Full Cost: \$ 275.00		\$ 275.00	
For installation or relocation of each floor furnace	\$ 275.00	Yes		Full Cost: \$ 275.00		\$ 275.00	
For installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit	\$ 275.00	Yes		Full Cost: \$ 275.00		\$ 275.00	
<u>Appliance Vents</u> For the installation, relocation or replacement of each appliance vent not included in an appliance permit	\$ 440.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 440.00		\$ 440.00	
<u>Repairs or Additions</u> For the repair or, alteration of, or additional to each	\$ 440.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 440.00		\$ 440.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Boilers, Compressors and Absorption Systems</u> Up to and including 3 horsepower or up to and including 100,000 Btu/h  Over 3 horsepower to and including 15 horsepower or Over 100,000 Btu/h to and including 500,000 Btu/h  Over 15 to and including 30 horsepower or Over 500,000 to and including 1,000,000 Btu/h  Over 30 to and including 50 horsepower or Over 1,000,000 to and including 1,750,000 Btu/h  Over 50 horsepower or Over 1,750,000 Btu/h	\$ 386.00	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3  Full Cost: \$ 385.00		\$ 385.00	-0.3%
	\$ 440.00	Yes		Full Cost: \$ 440.00		\$ 440.00	
	\$ 478.00	Yes		Full Cost: \$ 476.67		\$ 476.67	-0.3%
	\$ 532.00	Yes		Full Cost: \$ 531.67		\$ 531.67	-0.1%
	\$ 588.00	Yes		Full Cost: \$ 586.67		\$ 586.67	-0.2%
<u>Air Handlers</u> Each unit up to and including 10,000 cubic feet per minute  Each unit Over 10,000 cfm	\$ 293.00	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 293.33		\$ 293.00	
	\$ 440.00	Yes		Full Cost: \$ 440.00		\$ 440.00	

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Evaporative Coolers</u> For each evaporative cooler other than portable type	\$ 440.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 440.00		\$ 440.00	
<u>Ventilation and Exhaust</u> For each ventilation fan connected to a single duct	\$ 92.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 91.67		\$ 91.67	-0.4%
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	\$ 165.00	Yes		Full Cost: \$ 165.00		\$ 165.00	
For the installation of each hood which is served by mechanical exhaust	\$ 440.00	Yes		Full Cost: \$ 440.00		\$ 440.00	
<u>Incinerators</u> For the installation or relocation of each domestic-type incinerator	\$ 220.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 220.00		\$ 220.00	
For the installation or relocation of each commercial or industrial-type incinerator	\$ 440.00	Yes		Full Cost: \$ 440.00		\$ 440.00	
<u>Miscellaneous</u> For each appliance or piece of equipment regulated by the Mechanical Code but not classified in other appliance categories	\$ 440.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 440.00		\$ 440.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)				
<b>3-C PLUMBING PERMIT FEES</b>							
<b>NEW BUILDINGS</b>							
New Commercial buildings, per sq. ft.	\$ 0.19	Yes	Date: 11/29/2019	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 0.20		\$ 0.20	3.5%
New Residential buildings, per sq. ft.	\$ 0.08	Yes	R. No.: R. Date:	Full Cost: \$ 0.09		\$ 0.09	10.6%
<b>UNIT FEE SCHEDULE</b>							
<u>Fixtures and Vents</u>							
For each plumbing fixture or trap or set of fixtures on one trap	\$ 220.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 220.00		\$ 220.00	
For repair or alteration of drainage or vent piping, each fixture	\$ 220.00	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Full Cost: \$ 220.00		\$ 220.00	
<u>Sewers, Disposal Systems and Interceptors</u>							
For each building sewer and each trailer park sewer	\$ 220.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 220.00		\$ 220.00	
For each cesspool	\$ 91.00	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Full Cost: \$ 91.67		\$ 91.67	0.7%
For each private sewage disposal system	\$ 91.00	Yes		Full Cost: \$ 91.67		\$ 91.67	0.7%
For each industrial waste pretreatment interceptor	\$ 220.00	Yes		Full Cost: \$ 220.00		\$ 220.00	
Rainwater systems - per drain	\$ 54.00	Yes		Full Cost: \$ 55.00		\$ 55.00	1.9%

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Water Piping and Water Heaters</u> For installation, alteration, or repair of water piping and/or water-treating equipment	\$ 220.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 220.00		\$ 220.00	
For each water heater including vent	\$ 220.00	Yes		Full Cost: \$ 220.00		\$ 220.00	
<u>Gas Piping Systems</u> For each gas piping system of one to five outlets	\$ 146.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 146.67		\$ 146.67	0.5%
For each additional outlet over five	\$ 5.00	Yes		Full Cost: \$ 5.50		\$ 5.50	10.0%
<u>Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices</u> For each lawn sprinkler system on any one meter	\$ 220.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 220.00		\$ 220.00	
For atmospheric-type vacuum breakers or backflow protection 1 to 5 devices	\$ 91.00	Yes		Full Cost: \$ 91.67		\$ 91.67	0.7%
Over 5 devices, each	\$ 17.00	Yes		Full Cost: \$ 18.33		\$ 18.00	5.9%
For each backflow protective device other than atmospheric-type vacuum breakers 2 in and smaller	\$ 220.00	Yes		Full Cost: \$ 220.00		\$ 220.00	
Over 2 in	\$ 220.00	Yes		Full Cost: \$ 220.00		\$ 220.00	

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Swimming Pools</u>							
Public pool	\$ 659.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 660.00		\$ 660.00	0.2%
Public spa	\$ 550.00	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Full Cost: \$ 550.00		\$ 550.00	
Private pool	\$ 550.00	Yes		Full Cost: \$ 550.00		\$ 550.00	
Private spa	\$ 440.00	Yes		Full Cost: \$ 440.00		\$ 440.00	
<u>Miscellaneous</u>							
For each appliance or piece of equipment regulated by the Plumbing Code but not classified in other appliance categories	\$ 220.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 220.00		\$ 220.00	
<b>3-G GRADING PLAN REVIEW FEES</b>							
50 cubic yards or less	\$ No Fee	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ -		\$ No Fee	
51 to 100 cubic yards	\$ 329.00	Yes		Full Cost: \$ 330.00		\$ 330.00	0.3%
101 to 1,000 cubic yards	\$ 875.00	Yes	R. No.: 21-8981	Full Cost: \$ 880.00		\$ 880.00	0.6%
1,001 to 10,000 cubic yards	\$ 1,312.00	Yes	R. Date: 6/22/2021	Full Cost: \$ 1,320.00		\$ 1,320.00	0.6%
10,001 to 100,000 cubic yards - base	\$ 2,188.00	Yes		Full Cost: \$ 2,200.00		\$ 2,200.00	0.5%
Each additional 10,000 cubic yards	\$ 97.00	Yes		Full Cost: \$ 97.78		\$ 97.78	0.8%
100,001 to 200,000 cubic yards - base	\$ 3,063.00	Yes		Full Cost: \$ 3,080.00		\$ 3,080.00	0.6%
Each additional 10,000 cubic yards	\$ 219.00	Yes		Full Cost: \$ 220.00		\$ 220.00	0.5%
200,001 cubic yards or more - base	\$ 5,252.00	Yes		Full Cost: \$ 5,280.00		\$ 5,280.00	0.5%
Each additional 10,000 cubic yards	\$ 110.00	Yes		Full Cost: \$ 110.00		\$ 110.00	

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>3-H GRADING PERMIT FEES</b>							
100 cubic yards or less	\$ 441.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 440.00		\$ 440.00	-0.2%
101 to 1,000 cubic yards - base	\$ 441.00	Yes	R. No.: 21-8981	Full Cost: \$ 440.00		\$ 440.00	-0.2%
Each additional 100 cubic yards	\$ 73.00	Yes	R. Date: 6/22/2021	Full Cost: \$ 73.33		\$ 73.00	
1,001 to 10,000 cubic yards - base	\$ 1,106.00	Yes		Full Cost: \$ 1,100.00		\$ 1,100.00	-0.5%
Each additional 1,000 cubic yards	\$ 49.00	Yes		Full Cost: \$ 48.89		\$ 49.00	
10,001 to 100,000 cubic yards - base	\$ 1,547.00	Yes		Full Cost: \$ 1,540.00		\$ 1,540.00	-0.5%
Each additional 10,000 cubic yards	\$ 196.00	Yes		Full Cost: \$ 195.56		\$ 195.56	-0.2%
100,001 cubic yards or more - base	\$ 3,316.00	Yes		Full Cost: \$ 3,300.00		\$ 3,300.00	-0.5%
Each additional 10,000 cubic yards	\$ 98.00	Yes		Full Cost: \$ 97.78		\$ 97.78	-0.2%
<b>3-I OTHER INSPECTIONS AND FEES</b>							
Inspections outside of normal business hours (per hour) (Min of 2 hours)	\$ 272.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 3 Full Cost: \$ 285.00		\$ 285.00	4.8%
Re-inspection fees assessed under provisions of Section 305.8 (per hour)	\$ 220.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 3 Full Cost: \$ 220.00		\$ 220.00	
Inspections for which no fee is specifically indicated (per hour)	\$ 220.00	Yes	Date: 6/22/2021	Objective: Prop 26 Exception: 3 Full Cost: \$ 220.00		\$ 220.00	

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			ORDINANCE NUMBER & DATE (if applicable)				
Additional plan review required by changes, additions or revisions to approved plans (per hour)	\$ 218.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,3 Full Cost: \$ 220.00		\$ 220.00	0.9%
For use of outside consultants for plan checking and inspections	\$ No Fee	Yes	Date: 4/28/2020 R. No.: R. Date:	Objective: Prop 26 Exception: Full Cost: \$ -		\$ No Fee	
Plan Review outside of normal business hours (per hour) (Min of 2 hours)	\$ 269.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 3 Full Cost: \$ 285.00		\$ 285.00	5.9%
Phased Plan Check (for each phase)	\$ 25% of original plan review fee	Yes	Date: R. No.: R. Date:	Objective: Prop 26 Exception: 3 Full Cost: 25% of PC	Fee inadvertently excluded from prior fee schedule. Not a new fee.	\$ 25% of original plan review fee	
Master Plan Fee	\$ 25% of plan review fee	Yes	Date: R. No.: R. Date:	Objective: Prop 26 Exception: 3 Full Cost: 25% of PC	Fee inadvertently excluded from prior fee schedule. Not a new fee.	\$ 25% of original plan review fee	

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Alternate Materials & Methods Review (per hour)	\$	Yes	Date: R. No.: R. Date:	Objective: Prop 26 Exception: 3 Full Cost: \$ 220.00		\$ 220.00	
Temporary Certificate of Occupancy	\$ 1,015.00	Yes	Date: R. No.: R. Date:	Objective: Prop 26 Exception: 3 Full Cost: \$ 1,045.00	Fee inadvertently excluded from schedule. Not a new fee.	\$ 1,045.00	3.0%
Permit to Final (per trade) (minium 1-hour per trade)	\$ 209.00	Yes	Date: R. No.: R. Date:	Objective: Prop 26 Exception: 3 Full Cost: \$ 220.00	Fee inadvertently excluded from schedule. Not a new fee.	\$ 220.00	5.3%
Replacement of Job Card	\$ 43.00	Yes	Date: 4/28/2020 R. No.: R. Date:	Objective: Prop 26 Exception: 1,2 Full Cost: \$ 55.00		\$ 55.00	27.9%
Residential Re-Roof	\$ 639.00	Yes	Date: 6/22/2024 R. No.: 21-8984 R. Date: 6/22/2024	Objective:- Prop 26 Exception: 1,2,3 Full Cost: \$ <del>641.67</del>	Remove from schedule. Collected via minor residential permit fee section.	\$ <del>641.67</del>	0.4%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / BUILDING

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Application Extension	\$ 87.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: \$ 91.67		\$ 91.67	5.4%
Permit Extension	\$ 87.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,3 Full Cost: \$ 91.67		\$ 91.67	5.4%
Replacement Permit	\$ 87.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2 Full Cost: \$ 91.67		\$ 92.00	5.7%
Addressing (per hour - two hour minimum)	\$ 319.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2 Full Cost: \$ 220.00		\$ 220.00	-31.0%
Plan Duplication of lost plan set (up to 20 pages)	\$ 87.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2 Full Cost: \$ 91.67		\$ 91.67	5.4%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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RESOLUTION NUMBER:

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Review and stamp transfer of lost plan set	\$ 87.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2 Full Cost: \$ 91.67		\$ 91.67	5.4%
<u>Photovoltaic - Residential</u> 15KW or less Per KW above 15	\$ 450.00 \$ 15.00	Yes Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: Set by State	See Gov't Code 66015	\$ 450.00 \$ 15.00	
<u>Photovoltaic - Commercial</u> 50KW or less Between 50KW and 250 KW (base) Between 50KW and 250 KW (per KW) Greater than 250 KW (base) Greater than 250 KW (per KW)	\$ 1,000.00 \$ 1,000.00 \$ 7.00 \$ 2,400.00 \$ 5.00	Yes Yes Yes Yes Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: Set by State	See Gov't Code 66015	\$ 1,000.00 \$ 1,000.00 \$ 7.00 \$ 2,400.00 \$ 5.00	
<u>Photovoltaic - Solar Thermal</u> 10kwth or less Greater than 10kwth (base) Per kwth above 10kwth	\$ 450.00 \$ 450.00 \$ 15.00	Yes Yes Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2,3 Full Cost: Set by State	See Gov't Code 66015	\$ 450.00 \$ 450.00 \$ 15.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / BUILDING

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>SINGLE-FAMILY / DUPLEX / ADDITIONAL DWELLING UNIT RESIDENTIAL SCALED PERMIT FEE</b>							
<b>PLAN CHECK</b>							
<u>Project Size</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b>			
1 to 250 sq. ft.	\$ 656.55	Yes	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 660.00		\$ 660.00	0.5%
251 to 1,000 sq. ft.	\$ 656.55	Yes		<b>Full Cost:</b> \$ 660.00		\$ 660.00	0.5%
Each additional 100 sq. ft. or fraction thereof	\$ 262.62	Yes		<b>Full Cost:</b> \$ 264.00		\$ 264.00	0.5%
1,001 to 3,000 sq. ft.	\$ 2,626.23	Yes		<b>Full Cost:</b> \$ 2,640.00		\$ 2,640.00	0.5%
Each additional 100 sq. ft. or fraction thereof	\$ 131.31	Yes		<b>Full Cost:</b> \$ 132.00		\$ 132.00	0.5%
3,001 to +	\$ 5,252.45	Yes		<b>Full Cost:</b> \$ 5,280.00		\$ 5,280.00	0.5%
Each additional 100 sq. ft. or fraction thereof	\$ 65.66	Yes		<b>Full Cost:</b> \$ 66.00		\$ 66.00	0.5%
<b>INSPECTION</b>							
<u>Project Size</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b>			
1 to 250 sq. ft.	\$ 737.10	Yes	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 732.60		\$ 732.60	-0.6%
251 to 1,000 sq. ft.	\$ 737.10	Yes		<b>Full Cost:</b> \$ 732.60		\$ 732.60	-0.6%
Each additional 100 sq. ft. or fraction thereof	\$ 226.05	Yes		<b>Full Cost:</b> \$ 224.99		\$ 224.99	-0.5%
1,001 to 3,000 sq. ft.	\$ 2,432.42	Yes		<b>Full Cost:</b> \$ 2,420.00		\$ 2,420.00	-0.5%
Each additional 100 sq. ft. or fraction thereof	\$ 191.64	Yes		<b>Full Cost:</b> \$ 190.63		\$ 190.63	-0.5%
3,001 to +	\$ 6,265.31	Yes		<b>Full Cost:</b> \$ 6,232.60		\$ 6,232.60	-0.5%
Each additional 100 sq. ft. or fraction thereof	\$ 95.82	Yes		<b>Full Cost:</b> \$ 95.32		\$ 95.32	-0.5%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / BUILDING

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>COMMERCIAL / MULTI-FAMILY / INDUSTRIAL SCALED PERMIT FEE PLAN CHECK</b>				Objective: Prop 26 Exception: 1,2,3,6			
<u>Project Valuation</u>			<b>Date:</b> 6/22/2021				
\$1 to \$1,000	\$ 109.42	Yes	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Full Cost:</b> \$ 110.00		\$ 110.00	0.5%
\$1,001 to \$10,000							
First \$1,000	\$ 109.42	Yes		<b>Full Cost:</b> \$ 110.00		\$ 110.00	0.5%
Each additional \$1,000 or fraction thereof	\$ 18.23	Yes		<b>Full Cost:</b> \$ 18.33		\$ 18.33	0.6%
\$10,001 to \$75,000							
First \$10,000	\$ 273.56	Yes		<b>Full Cost:</b> \$ 275.00		\$ 275.00	0.5%
Each additional \$1,000 or fraction thereof	\$ 15.99	Yes		<b>Full Cost:</b> \$ 16.08		\$ 16.08	0.5%
\$75,001 to \$150,000							
First \$75,000	\$ 1,313.12	Yes		<b>Full Cost:</b> \$ 1,320.00		\$ 1,320.00	0.5%
Each additional \$1,000 or fraction thereof	\$ 20.34	Yes		<b>Full Cost:</b> \$ 20.53		\$ 20.53	0.9%
\$150,001 to \$750,000							
First \$150,000	\$ 2,845.07	Yes		<b>Full Cost:</b> \$ 2,860.00		\$ 2,860.00	0.5%
Each additional \$1,000 or fraction thereof	\$ 7.10	Yes		<b>Full Cost:</b> \$ 7.15		\$ 7.15	0.7%
\$750,001 to \$3,000,000							
First \$750,000	\$ 7,112.69	Yes		<b>Full Cost:</b> \$ 7,150.00		\$ 7,150.00	0.5%
Each additional \$1,000 or fraction thereof	\$ 5.00	Yes		<b>Full Cost:</b> \$ 5.04		\$ 5.04	0.6%
\$3,000,001 to \$10,000,000							
First \$3,000,000	\$ 18,383.57	Yes		<b>Full Cost:</b> \$ 18,480.00		\$ 18,480.00	0.5%
Each additional \$1,000 or fraction thereof	\$ 2.93	Yes		<b>Full Cost:</b> \$ 2.95		\$ 2.95	0.8%
\$10,000,001 to +							
First \$10,000,000	\$ 38,955.65	Yes		<b>Full Cost:</b> \$ 39,160.00		\$ 39,160.00	0.5%
Each additional \$1,000 or fraction thereof	\$ 1.46	Yes		<b>Full Cost:</b> \$ 1.48		\$ 1.48	0.8%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / BUILDING

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>INSPECTION PERMIT</b>							
<u>Project Valuation</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b>			
\$1 to \$1,000	\$ 92.13	Yes	<b>R. No.:</b> 21-8981	<b>Prop 26 Exception:</b> 1,2,3		\$ 110.00	19.4%
			<b>R. Date:</b> 6/22/2021	<b>Full Cost:</b> \$ 110.00		\$ 110.00	19.4%
\$1,001 to \$10,000	\$ 92.13	Yes		<b>Full Cost:</b> \$ 110.00		\$ 110.00	19.4%
First \$1,000	\$ 38.90	Yes		<b>Full Cost:</b> \$ 36.58		\$ 36.58	-6.0%
Each additional \$1,000 or fraction thereof							
\$10,001 to \$75,000	\$ 441.47	Yes		<b>Full Cost:</b> \$ 439.23		\$ 439.23	-0.5%
First \$10,000	\$ 18.15	Yes		<b>Full Cost:</b> \$ 20.32		\$ 20.32	12.0%
Each additional \$1,000 or fraction thereof							
\$75,001 to \$150,000	\$ 1,621.60	Yes		<b>Full Cost:</b> \$ 1,760.00		\$ 1,760.00	8.5%
First \$75,000	\$ 23.10	Yes		<b>Full Cost:</b> \$ 23.47		\$ 23.47	1.6%
Each additional \$1,000 or fraction thereof							
\$150,001 to \$750,000	\$ 3,353.80	Yes		<b>Full Cost:</b> \$ 3,520.00		\$ 3,520.00	5.0%
First \$150,000	\$ 10.07	Yes		<b>Full Cost:</b> \$ 8.80		\$ 8.80	-12.6%
Each additional \$1,000 or fraction thereof							
\$750,001 to \$3,000,000	\$ 9,397.97	Yes		<b>Full Cost:</b> \$ 8,800.00		\$ 8,800.00	-6.4%
First \$750,000	\$ 4.01	Yes		<b>Full Cost:</b> \$ 3.91		\$ 3.91	-2.4%
Each additional \$1,000 or fraction thereof							
\$3,000,001 to \$10,000,000	\$ 18,427.40	Yes		<b>Full Cost:</b> \$ 17,600.00		\$ 17,600.00	-4.5%
First \$3,000,000	\$ 3.72	Yes		<b>Full Cost:</b> \$ 3.65		\$ 3.65	-2.1%
Each additional \$1,000 or fraction thereof							
\$10,000,001 to +	\$ 44,502.16	Yes		<b>Full Cost:</b> \$ 43,120.00		\$ 43,120.00	-3.1%
First \$10,000,000	\$ 1.85	Yes		<b>Full Cost:</b> \$ 1.82		\$ 1.82	-1.5%
Each additional \$1,000 or fraction thereof							
<u>Fee for Work Commencing Before Permit Issuance</u>	\$ Equal to Permit Fee	No	<b>Date:</b>	<b>Objective:</b> Penalty	Fee is in addition to the required permit fee	\$ Equal to Permit Fee	
			<b>R. No.:</b>	<b>Prop 26 Exception:</b> 5	Fee inadvertently excluded from FY 2020/21 fee schedule.		
			<b>R. Date:</b>	<b>Full Cost:</b>	Not a new fee.		

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEV / HOUSING & COMMUNITY SVCS

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Neighborhood Conservation Improvement Program (NCIP) Loan Application Fee	\$ 1,029.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 935.00	Non-Interest bearing fee, due at loan payoff for all new loans as of 7/1/2018.	\$ 935.00	-9.1%
Residential Loan Refinance / Subordinations all programs	\$ 1,131.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 1,683.00		\$ 1,683.00	48.8%
Multi-Family (MF) Loan Subordination Request Review Fee	\$ 3,708.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 3,927.00	Deposit to cover estimated internal costs. Will bill actual excess costs over deposit. Borrower will be responsible for all outside legal & consulting fees, ie., HTSV.	\$ 3,927.00	5.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Loan Demand Payoff Fee - NCIP through Title closings	\$ 1,153.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 1,215.50		\$ 1,215.00	5.4%
Loan Demand Payoff Fee - FTHB & BMP through Title closings	\$ 1,065.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 1,215.50	For new loans effective 7/1/2018.	\$ 1,215.00	14.1%
Loan Demand Payoff Fee All Programs for walk-ins	\$ 780.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 935.00	For new loans effective 7/1/2018.	\$ 935.00	19.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Multi-Family Monitoring Fee	\$ 119.00 Per Unit	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 187.00		\$ 122.00 Per Unit	2.5%
AHA Affordable Housing Agreements - For Sale	\$ 3,771.00 Per Agreement	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 4,020.50		\$ 4,020.00 Per Agreement	6.6%
Affordable Housing Application Fee	\$ 50.00 Per Application	No	Date: 5/8/2018 R. No.: 18-8518 R. Date: 5/8/2018	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 50.00	Affordable Housing Application Processing Fee: \$500.00 This is a pass through fee with our 3rd party BMP Administrator.	\$ 50.00 Per Application	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
AHA Affordable Housing Agreement - MF For Rental	\$ 5,113.00 Per Agreement	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 5,610.00		\$ 5,610.00 Per Agreement	9.7%
AHA Affordable Housing Agreement - Amendments	\$ 1,990.00 Per Agreement	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 2,057.00		\$ 2,057.00 Per Agreement	3.4%
Loan Demand Payoff Fee Recalculation	\$ 91.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$ 93.50		\$ 93.00	2.2%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Development Impact Fees Affordable Housing Fees For Sale Residential Single Family Home Townhome Condominium	Fees shall be equal to the difference between the unrestricted appraised market value ("Initial Market Value") of the unit and the Affordable Sales Price of the unit, multiplied by the fractional amount due. The Initial Market Value of the last unit sold shall be the basis for calculating the inlieu fee.	No	<b>Date:</b> 4/28/2020 <b>R. No.:</b> 17-8482 <b>R. Date:</b> 4/28/2020	<b>Objective:</b> Impact Development Fee <b>Prop 26 Exception:</b> 6 <b>Full Cost:</b> \$ -		As per the City's Affordable Housing Ordinance, residential ownership projects of ten (10) or more units must provide at least fifteen percent (15%) of the units at affordable housing costs. The City Council may authorize a developer to utilize an alternate means of compliance such as a dedication of land for affordable housing, the development of affordable units at an off-site location, or some combination thereof. Such an alternative shall be memorialized through a Development Agreement.	
Development Impact Fees Affordable Housing Fees Rental Residential Any Tenure type	Per Square foot \$ 22.22	No	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Impact Development Fee <b>Prop 26 Exception:</b> 6 <b>Full Cost:</b> \$ -	Inflate annually by Feb - Feb change in regional BCI SCMC 17.40.060	\$ <b>Per Square foot</b>  25.88	16.5%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**COMMUNITY DEV / HOUSING & COMMUNITY SVCS**

**RESOLUTION NUMBER:**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Development Impact Fees	Per Square foot	No	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Impact Development Fee  <b>Prop 26 Exception:</b> 6  <b>Full Cost:</b> \$ -	1. Office including Industrial Office, R&D and Commercial Office  2. Low-Intensity Uses such as Data Centers and Warehouses  Inflate annually by Feb - Feb change in regional BCI SCMC 17.40.060	<b>Per Square foot</b>	
Affordable Housing Fees	\$					\$	
Non-Residential Projects	No Fee					No Fee	
Retail < 5,000 sf	5.56					6.47	16.5%
Retail ≥ 5,000 sf	5.56					6.47	16.5%
Hotel	11.11					12.94	16.5%
Office <sup>1</sup> < 20,000 sf	22.22					25.88	16.5%
Office <sup>1</sup> ≥20,000 sf	5.56					6.47	16.5%
Other Commercial	5.56					6.47	16.5%
Light Industrial < 20,000 sf	11.11					12.94	16.5%
Light Industrial ≥20,000 sf	2.22	2.59	16.5%				
Low-Intensity Uses <sup>2</sup>							

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**COMMUNITY DEVELOPMENT / PLANNING**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>Rezoning</b>				Objective: Recover Cost			
Rezoning single lot to R1	\$ 8,338.00 per application	Yes	Date: 6/22/2021	Prop 26 Exception: 3.00		\$ 8,754.90 per application	5.0%
Non Planned Development (PD)	\$ 18,930.00	Yes	R. No.: 21-8981	Full Cost: \$ 11,280.00		\$ 19,876.50	5.0%
Planned Development (PD)	\$ 54,215.00	Yes	R. Date: 6/22/2021	Full Cost: \$ 21,150.00		\$ 56,400.00	4.0%
Planned Development Master Community (PD-MC)	\$ 65,058.00	Yes		Full Cost: \$ 67,680.00	Developer Specific	\$ 67,680.00	4.0%
Development Area Plan Related to a PD-MC Rezoning	\$ 35,240.00	Yes		Full Cost: \$ 36,660.00	Developer Specific	\$ 36,660.00	4.0%
<b>Zoning Clearance</b>		Yes		Objective: Recover Cost			
Zoning Clearance for Home Occupancy	\$		Date:	Prop 26 Exception: 1,2,3		\$ 282.00	
Zoning Clearance for Live Entertainment and Outdoor Dining (up to 24 seats)	\$		R. No.:	Full Cost: \$ 282.00		\$ 282.00	
Zoning Clearance - Other Non-Single Family	\$		R. Date:	Full Cost: \$ 1,128.00		\$ 1,128.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
COMMUNITY DEVELOPMENT / PLANNING

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Zoning Code Text Amendment	\$ 24,397.00 per application	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 25,380.00	Developer Specific	\$ 25,380.00 per application	4.0%
Variance - Single Family	\$ 3,187.00 per application	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: \$ 16,920.00	Below cost recovery to encourage single-family planning	\$ 3,346.35 per application	5.0%
Variance - All Others	\$ 9,473.00 per application	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: \$ 16,920.00		\$ 9,946.65 per application	5.0%
<u>Minor Modifications</u>			Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3			
Single Family	\$ 542.00	Yes	R. No.: 21-8981	Full Cost: \$ 564.00		\$ 564.00	4.1%
All Others	\$ 1,355.00	Yes	R. Date: 6/22/2021	Full Cost: \$ 1,410.00		\$ 1,410.00	4.1%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
Off-Site Parking Permit (Citywide)	\$ 1,355.00	Yes	Date: 6/22/2021		Objective: Recover Cost		\$ 1,410.00	4.1%
Off-Site Parking Permit (Events North of 101)	\$ 1,355.00 (per permit) per year for events north of 101  AND	Yes	R. No.: 21-8981 R. Date: 6/22/2021		Prop 26 Exception: 1,2,3  Full Cost: \$ 1,410.00		\$ 1,410.00 (per permit) per year for events north of 101  AND	4.1%
Off-Site Parking Facilities (Events North of 101)	\$ <del>5.94</del> 6.13 per space per event N of 101	No	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost  Prop 26 Exception: 1,2,3  Full Cost: \$	Collected from persons obtaining an Off-Site Parking Permit from Zoning Administrator and for each parking space for sports or entertainment venues north of Highway 101.  (subject to April CPI figure to be effective July 1 ea. year)	\$ 6.13 per space per event N of 101	

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			ORDINANCE NUMBER & DATE (if applicable)	OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>Use Permits</b>				Objective: Recover Cost			
Use Permit - Standard	\$ 13,251.00 per application	Yes	Date: 6/22/2021	Prop 26 Exception: 3.00		\$ 13,913.55 per application	5.0%
			R. No.: 21-8981	Full Cost: \$ 22,560.00			
			R. Date: 6/22/2021				
Use Permit - Minor	\$ 5,725.00 per application	Yes		Full Cost: \$ 11,280.00		\$ 6,011.25 per application	5.0%
Special Permit - Council Approval	\$ 2,710.00 per application	Yes		Full Cost: \$ 2,820.00		\$ 2,820.00 per application	4.1%
Special Permit - Non Profit	\$ 254.00	Yes		Full Cost: \$ 2,820.00		\$ 266.70	5.0%
Special Permit - Admin. Approval	\$ 1,355.00	Yes		Full Cost: \$ 1,410.00		\$ 1,410.00	4.1%
<b>Maps</b>				Objective: Recover Cost			
4 or Fewer Lots	\$ 16,264.00	Yes	Date: 6/22/2021	Prop 26 Exception: 1,2,3,6		\$ 16,920.00	4.0%
			R. No.: 21-8981	Full Cost: \$ 16,920.00			
5 or More Lots	\$ 21,686.00	Yes	R. Date: 6/22/2021	Full Cost: \$ 22,560.00		\$ 22,560.00	4.0%
Lot line adjustment	\$ 5,422.00 per application	Yes		Full Cost: \$ 5,640.00		\$ 5,640.00 per application	4.0%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>Appeals</b> From Non-Applicant Resident	\$ 477.00 per request	Yes	Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2	Below cost recovery to encourage single-family planning	\$ 500.00 per request	4.8%
			R. No.: 21-8981 R. Date: 6/22/2021	Full Cost: \$ 22,560.00			
All Others	\$ 9,543.00	Yes		Full Cost: \$ 22,560.00		\$ 10,020.15	5.0%
<b>Posting of Public Notification</b> Single Family	\$ 119.00 per application	Yes	Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2	Below cost recovery to encourage single-family planning	\$ 124.95 per application	5.0%
			R. No.: 21-8981 R. Date: 6/22/2021	Full Cost: \$ 1,128.00			
				Full Cost: \$ 1,128.00			
Non-Single Family	\$ 1,084.00 per application	Yes		Full Cost: \$ 1,128.00		\$ 1,128.00 per application	4.1%
Re-Noticing in Newspaper	\$ At Cost	Yes		Full Cost: \$ Cost		\$ At Cost	
Annexation of territory to City of Santa Clara	\$ 37,950.00 per application	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 39,480.00	Developer Specific	\$ 39,480.00 per application	4.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>Architectural Review</b>				Objective: Recover Cost			
Over the Counter	\$ 0.00	Yes	Date: 6/22/2021	Prop 26 Exception: 1,2,3		\$ 0.00	
Single Family	\$ 893.00	Yes	R. No.: 21-8981	Full Cost: \$ 141.00			
New development-Non-SFR	\$ 32,529.00	Yes	R. Date: 6/22/2021	Full Cost: \$ 11,280.00	Below cost recovery to encourage single-family planning	\$ 937.65	5.0%
SB 9 Review	\$ n/a	Yes		Full Cost: \$ 33,840.00		\$ 33,840.00	4.0%
SB 35 Review	\$ n/a	Yes		Full Cost: \$ 1,692.00	new fee to comply with State law	\$ 1,692.00	
Design Consultant Review	\$ Deposit of Consultant Estimated Costs Plus Citywide Overhead	Yes		Full Cost: \$ -		\$ Deposit of Consultant Estimated Costs Plus Citywide Overhead	

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			ORDINANCE NUMBER & DATE (if applicable)				
<b>Environmental Review</b>				Objective: Recover Cost			
City review of Draft EIR and preparation of Final EIR	\$ 32,529.00 per application	Yes	Date: 6/22/2021	Prop 26 Exception: 1,2,3 Full Cost: \$ 33,840.00		\$ 33,840.00 per application	4.0%
City Review of Supplemental EIR/Final EIR	\$ 16,264.00	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Full Cost: \$ 16,920.00		\$ 16,920.00	4.0%
City review or preparation of Initial Study/MND and Negative Declaration	\$ 21,686.00 per application	Yes		Full Cost: \$ 22,560.00		\$ 22,560.00 per application	4.0%
Exemption	\$ 813.00	Yes		Full Cost: \$ 846.00		\$ 846.00	4.1%
Exemption (SFR or Paperless)	\$ 0.00	Yes		Full Cost: \$ 141.00		\$ 0.00	
Recordation of Exemption	\$ 542.00	Yes		Full Cost: \$ 564.00		\$ 564.00	4.1%
AB 32 Tribal Consultation	\$ n/a	Yes		Full Cost: \$ 846.00	new fee to comply State law	\$ 846.00	
Re-Use of Prior Environmental Determination	\$ 1,627.00	Yes		Full Cost: \$ 1,692.00		\$ 1,692.00	4.0%
Addendum to Prior Environmental Determination	\$ 4,336.00	Yes		Full Cost: \$ 4,512.00		\$ 4,512.00	4.1%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
General Plan Amendment - Single Family	\$ 2,710.00	Yes	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 11,280.00		\$ 2,845.50	5.0%
General plan Amendment - Up to one acre	\$ 21,686.00 per application	Yes	R. No.:	21-8981	R. Date: 6/22/2021 Full Cost: \$ 22,560.00	Developer Specific	\$ 22,560.00 per application	4.0%
General Plan Amendment - One to five acres	\$ 32,529.00	Yes			Full Cost: \$ 33,840.00		\$ 33,840.00	4.0%
General Plan Amendment - Over five acres	\$ 37,950.00	Yes			Full Cost: \$ 39,480.00		\$ 39,480.00	4.0%
Development Agreement	\$ 32,529.00 per application	Yes	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 33,840.00	Developer Specific	\$ 33,840.00 per application	4.0%
Amendment or Cancellation of Development Agreement	\$ 10,844.00 per application	Yes	R. No.:	21-8981	R. Date: 6/22/2021 Full Cost: \$ 11,280.00		\$ 11,280.00 per application	4.0%
Development Agreement Negotiations	\$ Actual Cost	No			Full Cost: \$ -		\$ Actual Cost	
Certificate of Compliance	\$ 2,169.00 per certificate	Yes	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 2,256.00		\$ 2,256.00 per certificate	4.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>Signs</b> Sign Permit Fees (attached or ground) for first sign	\$ 317.00 per application	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 3.00 <b>Full Cost:</b> \$ 564.00		\$ 332.85 per application	5.0%
Temporary Sign Permit/Street Banner (pursuant to Zoning Ord. Sec. 40-27) good for 60 days; or ea. additional sign under a Sign Permit application	\$ 78.00 per application	Yes		<b>Full Cost:</b> \$ 141.00		\$ 81.90 per application	5.0%
Temporary Sign Removal Fees	\$ 135.00 per sign	Yes		<b>Full Cost:</b> \$ 141.00	Fees to be paid prior to retrieval of signs to any person.	\$ 141.00 per sign	4.4%
Master Sign Program	\$ 4,066.00	Yes		<b>Full Cost:</b> \$ 4,230.00		\$ 4,230.00	4.0%
Mills Act Application	\$ 7,694.00 per application	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 1,2 <b>Full Cost:</b> \$ 11,280.00		\$ 8,078.70 per application	5.0%
<b>Pre-Application</b> Single Family	\$ 476.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 1,2,3,6 <b>Full Cost:</b> \$ 2,256.00	Pre-Application fee credited toward cost of full application fee if submitted within 3 months after completion of preliminary review.	\$ 499.80	5.0%
Planning Review	\$ 3,179.00	Yes		<b>Full Cost:</b> \$ 4,512.00		\$ 3,337.95	5.0%
Project Clearance Committee	\$ 5,422.00	Yes		<b>Full Cost:</b> \$ 5,640.00		\$ 5,640.00	4.0%

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			ORDINANCE NUMBER & DATE (if applicable)	OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Flood Zone Verification	\$ 271.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 282.00		\$ 282.00	4.1%
Zoning Verification	\$ 463.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 846.00		\$ 486.15	5.0%
<u>Historical &amp; Landmarks</u>							
Single Family	\$ 893.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 11,280.00	Below cost recovery to encourage single-family planning	\$ 937.65	5.0%
All Others	\$ 10,844.00	Yes		Full Cost: \$ 11,280.00		\$ 11,280.00	4.0%

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			ORDINANCE NUMBER & DATE (if applicable)	OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Stormwater Management Plan Review	\$ 813.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 846.00		\$ 846.00	4.1%
Minor Amendment to Approved Projects	\$ 813.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 846.00		\$ 846.00	4.1%
ABC Review Verification	\$ 542.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 564.00		\$ 564.00	4.1%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Tree Removal</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
Tree Removal Permit Single Family Residence			<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> 1,2 <b>Full Cost:</b> \$ 564.00	Below cost recovery to encourage single-family planning	\$ 282.00	
Tree Removal Permit - All Others				<b>Full Cost:</b> \$ 564.00		\$ 564.00	
Heritage Tree Removal	\$ 758.00	Yes		<b>Full Cost:</b> \$ 2,256.00	Below cost recovery to encourage single-family planning	\$ 795.90	5.0%
Non-Historical Referral to Historical and Landmarks Commission - Standard	\$ 477.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 2,3,6 <b>Full Cost:</b> \$ 5,640.00		\$ 500.85	5.0%
Non-Historical Referral to Historical and Landmarks Commission - Comprehensive	\$ 893.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 2,3,6 <b>Full Cost:</b> \$ 11,280.00		\$ 937.65	5.0%

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			ORDINANCE NUMBER & DATE (if applicable)	OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Contract Administration	\$ Actual Cost	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ Actual Cost		\$ Actual Cost	
In-House Planning Rate for Services Provided and Not Listed Elsewhere in this Schedule (per hour)		No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 282.00	Adding for clarification purposes. Not a new fee.	\$ 282.00	
<u>Time Extensions</u> Entitlement Extension Processing Time Extension	\$ 50% of application fee \$ 25% of application fee	No No	Date: 4/18/2017 R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 25-50% of application fee		\$ 50% of application fee \$ 25% of application fee	
<u>Code Enforcement Re-Inspection</u> Code Enforcement Re-Inspection Fee		Yes	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: \$ 265.50	New fee to recover costs of service provided.	\$ 265.50	

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			ORDINANCE NUMBER & DATE (if applicable)	OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b><u>Significant Property Alteration</u></b>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
Major - Single Family	\$ 893.00	Yes	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 11,280.00	Applies to Historic Preservation properties only.	\$ 937.65	5.0%
Major - Other	\$ 10,844.00	Yes		<b>Full Cost:</b> \$ 11,280.00	Subject to Historical and Landmark Commission approval.	\$ 11,280.00	4.0%
<b><u>Significant Property Alteration</u></b>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
Minor - Single Family	\$ 596.00	Yes	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 8,460.00	Applies to Historic Preservation properties only.	\$ 625.80	5.0%
Minor - Other	\$ 1,893.00	Yes		<b>Full Cost:</b> \$ 8,460.00		\$ 1,987.65	5.0%
<b><u>Specific Plan Fee - Lawrence Station Area Plan (LSAP)</u></b>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost	Fees adjusted annually using the December CPI factor from the previous year.		
Phase I Developers	\$ 21,755.01 (per acre)	No	<b>R. No.:</b> 17-8407 <b>R. Date:</b> 1/10/2017	<b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 1,043,622.00		\$ 22,678.28 (per acre)	4.2%
Phase II Developers	\$ 13,912.36 (per acre)	No			Fees collected at the time of Building Permit Application.	\$ 14,502.80 (per acre)	4.2%
<b><u>Specific Plan Fee - Tasman East Specific Plan Area (TESP)</u></b>	\$ 275.25 (per unit)	No	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 19-8644 <b>R. Date:</b> 1/15/2019	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 1,214,323.00	Fees adjusted annually using the December CPI factor from the previous year.	\$ 286.93 (per unit)	4.2%
					Fees collected prior to Architectural Committee Review.		

# Municipal Fee Schedule



**Electric Utility**

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**ELECTRIC UTILITY**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	CHARGING DEPT / DIV ----- COLLECTING DEPT / DIV	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
				ORDINANCE NUMBER & DATE (if applicable)				
Overhead Lines - New Single Family/Residential	\$ 1,197.16 per lot	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 1,235.61		\$ 1,235.61 per lot	3.2%
Overhead Lines - New Multiple Units	\$ 736.24 per unit	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 759.88		\$ 759.88 per unit	3.2%
Overhead Lines - New Street Lighting	\$ 7.42 per front foot	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 7.65		\$ 7.65 per front foot	3.2%
Underground - New Single Family/Residential	\$ 1,764.70 per lot	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: See Comments	Fee updated via separate study. Public hearing anticipated April 5, 2022. Amount shown is for reference purposes only. See adopting Ordinance for details.	\$ 2,436.28 per lot	38.1%

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				ORDINANCE NUMBER & DATE (if applicable)				
Underground - New Multiple Units/Residential	\$ 1,573.68 per unit	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: See Comments	Fee updated via separate study. Public hearing anticipated April 5, 2022. Amount shown is for reference purposes only. See adopting Ordinance for details.	\$ 2,070.84 per unit	31.6%
Underground - New Street Lighting	\$ 18.23 per front foot	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 18.81		\$ 18.81 per front foot	3.2%
Underground - Existing Single Family	\$ 3,467.74 per lot	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: See Comments		\$ 3,578.71 per lot	3.2%
Underground - Existing Multi-Units	\$ 1,853.56 per unit	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: See Comments		\$ 1,912.88 per unit	3.2%

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				ORDINANCE NUMBER & DATE (if applicable)				
Underground - Existing Street Lighting	\$ 27.08 per front foot	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 27.95		\$ 27.95 per front foot	3.2%
Load Development	\$ 141.63 per kVA Up to 4,500 kVA	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6	1st Tier Fee: Up to 4,500 KVA 2nd Tier Fee: > 4,500 KVA	\$ 348.99 per kVA Up to 4,500 kVA	146.4%
	\$ 240.03 per kVA > 4,500 kVA	No			Full Cost: See Comments	Fee updated via separate study. Public hearing anticipated April 5, 2022. Amount shown is for reference purposes only. See adopting Ordinance for details. These fees are only to be used when they are referenced in an executed substation agreement and will be phased out. All other substation agreements will reference the applicable Load Development Fee.	\$ 697.98 per kVA > 4,500 kVA	190.8%
Load Development <del>Commercial</del> Facilities < 12kV	\$ 141.63 per kVA	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6	Fee updated via separate study. Public hearing anticipated April 5, 2022. Amount shown is for reference purposes only. See adopting Ordinance for details.	\$ 243.63 per kVA	72.0%
Commercial Facilities 12kV	\$ 141.63 per kVA	No				Facilities < 12kV and Commercial Facilities 12kV anticipated to follow a four year phase-in pattern	\$ 203.58 per kVA	43.7%
Customer Facilities Dedicated 12kV	\$ 240.03 per kVA	No				7/1/2022: 40%	\$ 391.85 per kVA	63.3%
Customer Facilities Dedicated 60kV	\$ 240.03 per kVA	No			Full Cost: See Comments	7/1/2023: 60% 7/1/2024: 80% 7/1/2025: 100%	\$ 348.99 per kVA	45.4%

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				ORDINANCE NUMBER & DATE (if applicable)				
Temporary Connection to Pole	\$ 646.06	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 696.00		\$ 696.00	7.7%
Temporary Power	\$ Actual cost	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost		\$ Actual labor, materials and equipment costs, including overhead	
Underground Street Light Relocation	\$ Actual cost	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost		\$ Actual labor, materials and equipment costs, including overhead	
Service Wire Relocation from Mid-Span	\$ 2,418.91	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 2,673.50		\$ 2,673.50	10.5%

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				ORDINANCE NUMBER & DATE (if applicable)				
Service Wire Relocation from Pole	\$ 533.75	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 843.75		\$ 843.75	58.1%
Meter Test Deposit	\$ 192.14	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 209.00		\$ 209.00	8.8%
Service Wire Relocation Additional Linework Includes: Labor Costs Material Costs Equipment Costs	\$ Actual labor, materials and equipment costs, including overhead	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: As Calculated		\$ Actual labor, materials and equipment costs, including overhead	
Electric System Damage Includes: Labor Costs Material Costs Equipment Costs	\$ Actual labor, materials and equipment costs, including overhead	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 5 Full Cost: As Calculated		\$ Actual labor, materials and equipment costs, including overhead	

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				ORDINANCE NUMBER & DATE (if applicable)				
Service Reconnection Residential at the Pole/Weatherhead	\$ 161.18	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 174.00		\$ 174.00	8.0%
Service Disconnection Residential at the Pole/Weatherhead	\$ 161.18	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 174.00		\$ 174.00	8.0%
Electric Reconnection Fee - Non-Residential Normal Reconnection	\$ 107.82 per account	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: As Calculated		\$ Actual labor, materials and equipment costs, including overhead	
Electric Disconnection fee Non-Residential	\$ 107.82 per account	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: As Calculated		\$ Actual labor, materials and equipment costs, including overhead	

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				ORDINANCE NUMBER & DATE (if applicable)				
Service Fee Customer-Owned Equipment Problem	\$ 215.63 per hour	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 232.00		\$ 232.00 per hour	7.6%
Electric replacement/reconnection fee due to meter tampering/illegal access	\$ 215.63 per account Fee to fix meter plus two (2) times estimated cost of services used	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021 Electric Rules and Regulations #7B	Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: \$ 232.00		\$ 232.00 per account Fee to fix meter plus two (2) times estimated cost of services used	7.6%
Service Removal	\$ Actual cost	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost		\$ Actual labor, materials and equipment costs, including overhead	
Engineering Plan Check - Electric (per sheet) - Includes 3 checks	\$ 292.48 per sheet	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,3 Full Cost: \$ 362.25	For reviewing Encroachment Permit plans that have no electric services request. For conflicts with existing electric infrastructure.	\$ 362.25 per sheet	23.9%

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				ORDINANCE NUMBER & DATE (if applicable)				
Engineering Plan Check - Electric (per sheet) - 4th and subsequent review	\$ 41.63 per sheet	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,3 Full Cost: 51.75	For reviewing Encroachment Permit plans that have no electric services request. For conflicts with existing electric infrastructure.	\$ 51.75 per sheet	24.3%
Project Clearance Committee/ Sub Committee review	\$ n/a	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2,3 Full Cost: 801.00	New fee for existing service provided. Fee is consistent with practices of other City Departments.	\$ 801.00	
Time of Use Meter Installation - Residential	\$ 298.89 per meter	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 399.00		\$ 399.00 per meter	33.5%
Time of Use Meter Installation - Non-Residential	\$ 597.79 per meter	No	Charged By: Electric Collected By: Finance / Municipal Serv.	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,3 Full Cost: \$ 589.00		\$ 589.00 per meter	-1.5%

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				ORDINANCE NUMBER & DATE (if applicable)				
Field Marking-Fiber Up to 50 ft of excavation	\$ 122.76	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 132.75		\$ 132.75	8.1%
Field Marking-Fiber Over 50 ft. of excavation	\$ 82.20 per each additional 50 ft of excavation	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 88.50		\$ 88.50 per each additional 50 ft of excavation	7.7%
Electric equipment relocation	\$ Actual cost	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: Actual Cost	Per Electric Rules and Regulations Section 6.C	\$ Actual labor, materials and equipment costs, including overhead	
EV charging retrofit - Existing Building	\$ Actual cost	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: Actual Cost	Adding to fee schedule for clarification purposes. Not a new fee.	\$ Actual labor, materials and equipment costs, including overhead	

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				ORDINANCE NUMBER & DATE (if applicable)				
SVP system impact study - Transmission system	\$ 75,000	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: See Comments.	Adding to fee schedule for clarification purposes. Historically collected via agreement. Not a new fee.	\$ 75,000	
CAISO System Impact Study	\$ 124,200					Total cost with CAISO Interconnection Study if required.	\$ 124,200	
SVP system impact study - Distribution 12kV system	\$ 15,000	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 15,000	Adding to fee schedule for clarification purposes. Historically collected via agreement. Not a new fee.	\$ 15,000	
SVP generation interconnection study	\$ 15,000	No	Charged By: Electric Collected By: Finance	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 15,000	Adding to fee schedule for clarification purposes. Historically collected via agreement. Not a new fee.	\$ 15,000	
Distribution Pole Contact-Application fee	\$ 230.15 per pole in application  2.5% annual escalation	No	Charged By: Electric Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Under CA Public Utilities Code Sections 9510-9520 Prop 26 Exception: 2 Full Cost: See Comments	Resolution # 16-8285 2.5% annual escalation per Resolution. "Full Cost" represents the amount allowable under PU Code Sections 9510-9520, which were created by AB1027	\$ 235.90 per pole in application	2.5%

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Distribution Pole Contact-cable attachment	\$ 17.18 per each attachment 2.5% annual escalation	No	Charged By: Electric  Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Under CA Public Utilities Code Sections 9510-9520 Prop 26 Exception: 2 Full Cost: See Comments	Resolution # 16-8285 2.5% annual escalation per Resolution. "Full Cost" represents the amount allowable under PU Code Sections 9510-9520, which were created by AB1027	\$ 17.61 per each attachment 2.5% annual escalation	2.5%
Distribution Pole Contact-equipment attachment	\$ 48.76 per each attachment 2.5% annual escalation	No	Charged By: Electric  Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Under CA Public Utilities Code Sections 9510-9520 Prop 26 Exception: 2 Full Cost: See Comments	Resolution # 16-8285 2.5% annual escalation per Resolution. "Full Cost" represents the amount allowable under PU Code Sections 9510-9520, which were created by AB1027	\$ 49.98 per each attachment 2.5% annual escalation	2.5%
Distribution Pole Contact-riser attachment	\$ 36.10 per each attachment 2.5% annual escalation	No	Charged By: Electric  Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Under CA Public Utilities Code Sections 9510-9520 Prop 26 Exception: 2 Full Cost: See Comments	Resolution # 16-8285 2.5% annual escalation per Resolution. "Full Cost" represents the amount allowable under PU Code Sections 9510-9520, which were created by AB1027	\$ 37.00 per each attachment 2.5% annual escalation	2.5%
Distribution Pole Contact-anchor attachment	\$ 3.35 per each attachment 2.5% annual escalation	No	Charged By: Electric  Collected By: Finance	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Under CA Public Utilities Code Sections 9510-9520 Prop 26 Exception: 2 Full Cost: See Comments	Resolution # 16-8285 2.5% annual escalation per Resolution. "Full Cost" represents the amount allowable under PU Code Sections 9510-9520, which were created by AB1027	\$ 3.44 per each attachment 2.5% annual escalation	2.5%

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Distribution Pole Contact-small cell	\$ 87.36 per each contact  2.5% annual escalation	No	<b>Charged By:</b> Electric  <b>Collected By:</b> Finance	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost Under CA Public Utilities Code Sections 9510-9520  <b>Prop 26 Exception:</b> 2  <b>Full Cost:</b> See Comments	Resolution # 18-8594 2.5% annual escalation per Resolution.  "Full Cost" represents the amount allowable under PU Code Sections 9510-9520, which were created by AB1027	\$ 89.54 per each contact  2.5% annual escalation	2.5%

# Municipal Fee Schedule



# Finance

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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FINANCE / MUNICIPAL SERVICES**

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Commercial Enterprises	\$ See Schedule 100 attached	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ See Schedule 100 attached	
<u>Business Tax Certificate</u> Manufacturing/Industrial Enterprises	\$ See Schedule 300 attached	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ See Schedule 300 attached	
<u>Business Tax Certificate</u> Professional	\$ See Schedule 200 attached	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ See Schedule 200 attached	
<u>Business Tax Certificate</u> Companies conducting business in the City without a fixed place of business	\$ 45.00 per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 45.00 per year	

(\* Note: "N/A" here signifies the fee, rate, or charge is not a fee imposed exclusively by local government.)

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Delinquent payment of business certificate fees - 30 days after due date	\$ 100% of appropriate business license fee	No	Date: 8/18/1981 O. No.: 1721 O. Date: 10/27/1998	Objective: Tax Prop 26 Exception: 5 Full Cost: N/A		\$ 100% of appropriate business license fee	
Change of name, address or business type as shown on current certificate	\$ 11.00 per each update	No	Date: 7/16/2019 R. No.: 1721 R. Date: 10/27/1998	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 12.17		\$ 12.00 per each update	9.1%
<u>Business Certificate Info.</u> Special Request (Research Required)	\$ Actual cost of compilation	No	Date: 6/11/1996 O. No.: O. Date:	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: Actual Cost		\$ Actual cost of compilation	
Duplicate business certificate	\$ 11.00 each	No	Date: 7/16/2019 R. No.: 1721 R. Date: 10/27/1998	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 12.17		\$ 12.00 each	9.1%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED		FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)					
<u>Business Tax Certificate</u> Ambulance Service	\$ 45.00 flat fee per business plus \$ 15.00 additional fee for each ambulance	No  No	Date: 7/7/1992 O. No.: 1721 O. Date: 10/27/1998		Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 45.00 flat fee per business plus \$ 15.00 additional fee for each ambulance	
<u>Business Tax Certificate</u> Carnivals  Carnival concession, ride, sideshow	\$ 150.00 per day  \$ 15.00 per each per day	No  No	Date: 7/7/1992 O. No.: 1721 O. Date: 10/27/1998		Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 150.00 per day  \$ 15.00 per each per day	
<u>Business Tax Certificate</u> Circus  Circus concession, ride, sideshow	\$ 150.00 per day  \$ 15.00 per each per day	No  No	Date: 7/7/1992 O. No.: 1721 O. Date: 10/27/1998		Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 150.00 per day  \$ 15.00 per each per day	
<u>Business Tax Certificate</u> Promotional Show  Promotional Show concession, ride, sideshow	\$ 150.00 per day  \$ 15.00 per each per day	No  No	Date: 10/13/1998 O. No.: 1721 O. Date: 10/27/1998		Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 150.00 per day  \$ 15.00 per each per day	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

**RESOLUTION NUMBER:**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Escort Service (funerals, personal escort services, etc.)	\$ 150.00 per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 150.00 per year	
<u>Business Tax Certificate</u> Intracity bus service and public transportation	\$ 150.00 per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 150.00 per year	
<u>Business Tax Certificate</u> Parade route vendor	\$ 15.00 per parade	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 15.00 per parade	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

**RESOLUTION NUMBER:**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Pawnshop	\$ 150.00 per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 150.00 per year	
<u>Business Tax Certificate</u> Taxicab Company	\$ 15.00 per cab per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 15.00 per cab per year	
Taxicab Stand	\$ 90.00 per year	No				\$ 90.00 per year	
<u>Business Tax Certificate</u> Rental units (3+)	\$ 5.22 per unit per year	No	Date: 6/5/2007  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A	Rental unit = \$3.00 3.40.350	\$ 5.22 per unit per year	
- Apartments	\$ 3.00 per unit per year	No			Surcharge = \$2.22 3.40.360	\$ 3.00 per unit per year	
- Hotels/Motels							
<u>Business Tax Certificate</u> Business providing regular service by use of vehicles including catering trucks	\$ 23.00 per vehicle	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 23.00 per vehicle	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Public market operators	\$ 0.75 per booth per day	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 0.75 per booth per day	
<u>Business Tax Certificate</u> Vending Operators	\$ 79.00 per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 79.00 per year	
<u>Business Tax Certificate</u> Automatic coin-operated amusement machines and peep shows	\$ 60.00 each per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 60.00 each per year	
<u>Business Tax Certificate</u> Juke Box	\$ 30.00 each per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 30.00 each per year	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Billiard and pool tables Ping-pong tables Bowling or Tenpin lanes	\$ 8.00 per table or lane per year \$ 80.00 flat fee for 11 or more tables or lanes per year	No  No	Date: 7/7/1992 O. No.: 1721 O. Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 8.00 per table or lane per year \$ 80.00 flat fee for 11 or more tables or lanes per year	
<u>Business Tax Certificate</u> Merry-go-rounds, shooting galleries, golf ranges, and skating rinks	\$ See Schedule 200 attached	No	Date: 7/7/1992 O. No.: 1721 O. Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ See Schedule 200 attached	
<u>Business Tax Certificate</u> <u>Theaters</u> 1-500 seats or stalls 501-1000 seats or stalls 1001 or more seats or stalls	\$ 23.00 per year \$ 30.00 per year \$ 45.00 per year	No No No	Date: 7/7/1992 O. No.: 1721 O. Date: 10/27/1998	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 23.00 per year \$ 30.00 per year \$ 45.00 per year	
<u>Business Tax Certificate</u> Nightclubs, cabarets, etc.	\$ See Schedule 100 attached	No	Date: 7/7/1992 O. No.: 1639 O. Date: 7/7/1992	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ See Schedule 100 attached	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> <u>Class I entertainment license</u> without a valid theater or night club license for same location.	\$ 263.00 first year  \$ 210.00 annual renewal	No  No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 263.00 first year  \$ 210.00 annual renewal	
<u>Business Tax Certificate</u> Class II entertainment license	\$ 90.00 first year  \$ 75.00 annual renewal	No  No	Date: 10/13/1998  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 90.00 first year  \$ 75.00 annual renewal	
<u>Business Tax Certificate</u> <u>Class III entertainment license</u> without a valid theater or night club license for same location.	\$ 413.00 first year  \$ 360.00 annual renewal	No  No	Date: 10/13/1998  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 413.00 first year  \$ 360.00 annual renewal	
<u>Business Tax Certificate</u> Massage establishment	\$ See Schedule 200 attached	No	Date: 7/7/1992  O. No.: 1685 O. Date: 2/27/1996 City Code Section: 5.40.040	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ See Schedule 200 attached	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Contractors - State licensed	\$ 45.00 per year	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 45.00 per year	
<u>Business Tax Certificate</u> Detective Agency	\$ 150.00 per year	No	Date: 10/13/1998  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 150.00 per year	
<u>Business Tax Certificate</u> Itinerant merchant  Peddlers	\$ 225.00 per year, max 190 days  \$ 113.00 per year plus \$5.00	No  No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 225.00 per year, max 190 days  \$ 113.00 per year plus \$5.00	
<u>Business Tax Certificate</u> Secondhand Dealer	\$ 150.00 per year	No	Date: 10/13/1998  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 150.00 per year	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Principal solicitors certificate	\$ 113.00 per year	No	Date: 10/13/1998  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 113.00 per year	
<u>Business Tax Certificate</u> Miniature golf course	\$ See Schedule 200 attached	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ See Schedule 200 attached	
<u>Business Tax Certificate</u> <u>Christmas tree lots</u> Merchants with an established place of business in the City of Santa Clara	\$ 150.00 plus all other applicable fees per lot per sale	No	Date: 7/7/1992  O. No.: 1721 O. Date: 10/27/1998 City Code Section: 5.15.030	Objective: Tax  Prop 26 Exception: * N/A  Full Cost: N/A		\$ 150.00 plus all other applicable fees per lot per sale	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Business Tax Certificate</u> Pumpkin sales lots	\$ 150.00 plus all other applicable fees per lot per sale	No	Date: 10/13/1998 O. No.: 1721 O. Date: 10/27/1998 City Code Section: 5.15.030	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 150.00 plus all other applicable fees per lot per sale	
<u>Business Tax Certificate</u> Seasonal items sales lots	\$ 150.00 plus all other applicable fees per lot per sale	No	Date: 10/13/1998 O. No.: 1721 O. Date: 10/27/1998 City Code Section: 5.15.030	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A		\$ 150.00 plus all other applicable fees per lot per sale	
<u>Business Tax Certificate</u> Bingo	\$ 50.00	No	Date: 6/9/2009 O. No.: 1658 & 1729 O. Date: 6/28/1994 & 4/6/1999 City Code Section: 5.75.180 & 5.75.050	Objective: Tax Prop 26 Exception: * N/A Full Cost: N/A	Regulated business - see Police Dept. Fee Schedule for additional applicable fees.  Business tax amount set by SCCC 5.75.180	\$ 50.00	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Amplified Music Permit	\$ 70.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021 City Code Section: 9.05.060 (c) (2)	Objective: User Fee Prop 26 Exception: 3 Full Cost: \$ 73.00		\$ 73.00	4.3%
City Flag	\$ Actual Cost	No	Date: O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: Actual Cost	City Council Approved Policy 7/20/1993.	\$ Actual Cost	
Block Party Request	\$ No Charge	No	Date: 6/15/2010 O. No.: O. Date:	Objective: User Fee Prop 26 Exception: N/A Full Cost: \$ 73.00	Fee waived to promote community spirit.	\$ No Charge	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

**RESOLUTION NUMBER:**

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			ORDINANCE NUMBER & DATE (if applicable)					
Utility service deposit - commercial, industrial and residential	\$ Estimated three (3) month's usage based on history and/or projected load	No	Date: 8/9/1966		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: As Calculated		\$ Estimated three (3) month's usage based on history and/or projected load	
Service turn-on fee (for each service)			Date: 4/28/2020		Objective: Recover Cost Prop 26 Exception: 1,2			
Electric	\$ 43.00	No	R. No.: R. Date:		Full Cost: \$ 46.44		\$ 46.00	7.0%
Water	\$ 43.00	No					\$ 46.00	7.0%
Billing service charge for late payment - residential, commercial and industrial	\$ 14.00 or 1.5% per account whichever greater	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: \$ 14.33	Set base fee equal to cost of service 1.5% on outstanding balance or \$14.00, whichever is greater.	\$ 14.00 or 1.5% per account whichever greater	varies
Delinquent Service Letter (48 hour notice)	\$ 50.00 per account	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Penalty Prop 26 Exception: 1,2 Full Cost: \$ 51.33		\$ 51.00 per account	2.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Fees for the verification of electric meter address (aka "ring out")	\$ 126.00 per address plus	No	Date: 6/22/2021	Objective: Recover Cost	* Per meter full cost is \$11	\$ 136.00 per address plus	7.9%
	\$ 5 * per meter	No	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 1,2  Full Cost: \$ 136.17		\$ 5.00 * per meter	
Utility Billing Splitting or Combining Accounts	\$ 150.00 per account	No	Date: 6/22/2021	Objective: Recover Cost		\$ 152.00 per account	1.3%
<u>Municipal Services Information</u> Special Request (Request Research)	\$ Actual cost of compilation	No	Date: 6/12/2001	Objective: Recover Cost		\$ Actual cost of compilation	
10-day letter for house meter for up to 10 units	\$ 128.00	No	Date: 6/22/2021	Objective: Recover Cost		\$ 129.00	0.8%
	\$ 18.00	No	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 1,2  Full Cost: \$ 129.33		\$ 19.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FINANCE / MUNICIPAL SERVICES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Meter reading more than once per month 1st meter per location	\$ 84.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 87.43		\$ 87.00	3.6%
Delinquent Reconnect Fee	\$ 76.00 per account	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Penalty Prop 26 Exception: 1,2 Full Cost: \$ 76.67		\$ 76.00 per account	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

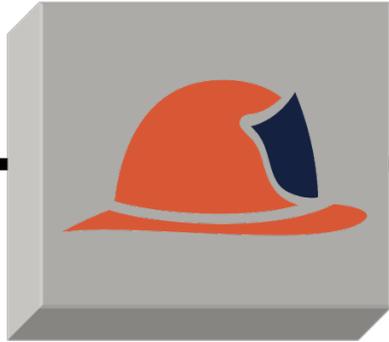
Attachment - Finance/Municipal Services Division

<b>Schedule No. 100 - Commercial/Industrial</b>			
1	Employee(s)	\$	15
2-5	"		30
6-10	"		70
11-15	"		90
16-20	"		115
21-25	"		175
26-30	"		225
31-40	"		280
41-55	"		330
56-75	"		380
76-100	"		460
101+	"		500

<b>Schedule No. 200 - Professional</b>			
1	Employee(s)	\$	15
2-3	"		30
4-6	"		70
7-10	"		90
11-20	"		115
21-25	"		175
26-35	"		225
36-40	"		280
41-45	"		330
46-50	"		380
51-55	"		460
56+	"		500

<b>Schedule No. 300 - Manufacturing</b>			
1-3	Employee(s)	\$	15
4-20	"		45
21-30	"		65
31-50	"		100
51-75	"		135
76-100	"		175
101-125	"		225
126-175	"		280
176-225	"		330
226-300	"		380
301-400	"		460
401+	"		500

# Municipal Fee Schedule



# Fire

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / TRAINING FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Training Fee- CPR – Adult Heart Saver (4 Hours)	\$ 1,137.00 Per 6 Persons	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: * N/A  Full Cost: \$ 1,245.00		\$ 1,245.00 Per 6 Persons	9.5%
Training Fee- CPR – Adult/Pediatric Heart Saver (6 Hours)	\$ 1,572.00 Per 6 Persons	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: * N/A  Full Cost: \$ 1,743.00		\$ 1,743.00 Per 6 Persons	10.9%
Training Fee- First Aid (4 Hours)	\$ 1,137.00 Per 6 Persons	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: * N/A  Full Cost: \$ 1,245.00		\$ 1,245.00 Per 6 Persons	9.5%

(\* Note: "N/A" here signifies the fee, rate, or charge is not a fee imposed exclusively by local government.)

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / TRAINING FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Training Fee- PALS/ACLS Recognition (2 Days)	\$ 2,672.00 Per 6 Persons	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: \$ 2,808.00		\$ 2,808.00 Per 6 Persons	5.1%
Training Fee- PALS/ACLS Re-Recognition (1 Day)	\$ 1,426.00 Per 6 Persons	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: \$ 1,404.00		\$ 1,404.00 Per 6 Persons	-1.5%
Training Fee- Fire Extinguisher Training (2 Hours) <i>Does not include fees for fire extinguisher use.</i>	\$ 365.00 Limit 12 Persons	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: \$ 382.50		\$ 382.50 Limit 12 Persons	4.8%
Training Fee- Safety and Evacuation Lecture (2 Hours)	\$ 390.00 Limit 20 Persons	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: * N/A Full Cost: \$ 412.25		\$ 412.25 Limit 20 Persons	5.7%

(\* Note: "N/A" here signifies the fee, rate, or charge is not a fee imposed exclusively by local government.)

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / RENTAL AND RESOURCES FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Facility Rental Fee: Headquarters' Conference Room Rental	\$ 180.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 4 Full Cost: \$ 191.00		\$ 191.00 per hour	6.1%
Facility Rental Fee: Training Center: Classroom (Limit 80 persons)	\$ 180.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 4 Full Cost: \$ 191.00		\$ 191.00 per hour	6.1%
Facility Rental Fee: Training Center: Classroom (Limit 30 persons)	\$ 180.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 4 Full Cost: \$ 191.00		\$ 191.00 per hour	6.1%
Facility Rental Fee: Training Center: Classroom (Limit 20 persons)	\$ 180.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 4 Full Cost: \$ 191.00		\$ 191.00 per hour	6.1%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / RENTAL AND RESOURCES FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Facility Rental Fee: Training Center: Drill Grounds/Tower	\$ 186.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 4 Full Cost: \$ 191.00		\$ 191.00 per hour	2.7%
Resource Fees: Stand-by (One Engine for Permitted Activity)	\$ 466.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 481.50		\$ 481.50 per hour	3.3%
Resource Fees: Fire Watch (Per Person)	\$ 232.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 267.00		\$ 267.00 per hour	15.1%
Resource Fees: Water Clean-up – Industrial and Commercial (1 Engine)	\$ 485.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 491.00		\$ 491.00 per hour	1.2%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:  
FIRE / RENTAL AND RESOURCES FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Resource Fees: Water Clean-up – Industrial and Commercial (1 Truck)	\$ 624.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 642.00		\$ 642.00 per hour	2.9%
Resource Fees: Water Clean-up – Industrial and Commercial (1 Haz-Mat)	\$ 174.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 163.00		\$ 163.00 per hour	-6.3%
Resource Fees: Water Clean-up – Industrial and Commercial (1 Battalion Chief)	\$ 197.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 234.00		\$ 234.00 per hour	18.8%
Resource Fees: DUI Fire Response	\$ 485.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: User Fee Prop 26 Exception: 1,2 Full Cost: \$ 491.00		\$ 491.00 per hour	1.2%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Alternate Materials and Methods Review	\$ 1,297.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,576.67	21.6%
Automatic Fire Extinguishing Systems: Special Hazard Systems (including Halon, Wet and Dry Chemical Systems, CO2, Foam and Similar Systems).	\$ 1,361.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,869.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,530.33	12.4%
Automatic Fire Extinguishing Systems: Hood & Duct	\$ 865.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,021.67	18.1%
Automatic Fire Sprinkler Systems - New: 1-49 heads	\$ 1,081.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,165.67	7.8%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Automatic Fire Sprinkler Systems - New: 50-100 heads	\$ 1,729.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,864.67	7.8%
Automatic Fire Sprinkler Systems - New: 101-200 heads	\$ 2,811.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 3,031.00	7.8%
Automatic Fire Sprinkler Systems - New: Each additional 100 heads (>200 heads)	\$ 648.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 699.00	7.9%
Automatic Fire Sprinkler Systems - Existing: 1-49 heads, no calculations	\$ 648.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 788.00	21.6%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Automatic Fire Sprinkler Systems - Existing: 50-100 heads, no calculations	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.00	7.9%
Automatic Fire Sprinkler Systems - Existing: 1-49 heads, with calculations	\$ 1,405.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,735.50		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,515.17	7.8%
Automatic Fire Sprinkler Systems - Existing: 50-100 heads, with calculations	\$ 1,621.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,002.50		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,748.17	7.8%
Automatic Fire Sprinkler Systems - Existing: 101-200 heads, with calculations	\$ 2,595.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 3,204.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,798.00	7.8%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Automatic Fire Sprinkler Systems - Existing: Each additional 100 heads (>200 heads)	\$ 323.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 400.50		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 348.83	8.0%
Battery Systems	\$ 1,080.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,254.00	16.1%
Building Plans	\$ 30% of Building Department Fee \$756 Minimum	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 934.50		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 35% of Building Department Fee \$831 Minimum	9.9%
Carnivals and Fairs	\$ 648.00 per event	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 877.00 per event	35.3%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Closure of an Onsite Hazardous Waste Treatment System:  Conditionally Authorized and Conditionally Exempt	\$ 746.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 853.33	14.4%
Closure of an Onsite Hazardous Waste Treatment System:  Permit by Rule	\$ 912.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,053.00	15.5%
Compressed Gas Installation	\$ 1,323.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,869.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,505.00	13.8%
Cooking Oil Storage Tanks	\$ 1,080.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,165.00	7.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Demolition of Building	\$ 648.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 877.00	35.3%
Emergency Responder Radio Coverage System	\$ 3,395.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 3,865.33	13.9%
Emergency Alarm Systems: New System – No Gas Detection	\$ 1,729.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,864.67	7.8%
Emergency Alarm Systems: Modification – No Gas Detection	\$ 1,080.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3		\$ 1,068.00	-1.1%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Emergency Alarm Systems: New System - Including Gas Detection	\$ 2,161.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,330.67	7.9%
Emergency Alarm Systems: Modification Including Gas Detection	\$ 1,296.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3		\$ 1,309.00	1.0%
Engineering Referrals (Parcel maps, public roads, public fire hydrants)	\$ 432.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 644.00	49.1%
Environmental Study Initial Review (includes 6 hours of review)	\$ 1,509.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,718.00	13.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Environmental Study each additional hour after initial review	\$ 216.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00	7.9%
Exhibit and Trade Shows	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,110.00	28.5%
Fire Alarm Systems (Non-high rise and R-2 Occupancies: 1-20 Devices)	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.00	7.9%
Fire Alarm Systems (Non-high rise and R-2 Occupancies: 21-40 Devices)	\$ 1,297.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,398.67	7.8%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Fire Alarm Systems (Non-high rise and R-2 Occupancies): 41-100 Devices	\$ 2,161.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,670.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,330.67	7.9%
Fire Alarm Systems (Non-high rise and R-2 Occupancies): 101-200 Devices	\$ 2,811.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 3,471.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 3,031.00	7.8%
Fire Alarm Systems (Non-high rise and R-2 Occupancies): Each additional 50 devices (>200 devices)	\$ 432.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00	7.9%
Fire Alarm Systems with pre-wire inspection required (high rise and R-2 occupancies): 1-20 Devices	\$ 1,080.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,165.00	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Fire Alarm Systems with pre-wire inspection required (high rise and R-2 occupancies):  21-40 Devices	\$ 1,729.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 2,136.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,864.67	7.8%
Fire Alarm Systems with pre-wire inspection required (high rise and R-2 occupancies):  41-100 Devices	\$ 2,595.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 3,204.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,798.67	7.8%
Fire Alarm Systems with pre-wire inspection required (high rise and R-2 occupancies):  101-200 Devices	\$ 3,244.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 4,005.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 3,497.67	7.8%
Fire Alarm Systems with pre-wire inspection required (high rise and R-2 occupancies):  Each additional 50 devices (>200 devices)	\$ 648.00	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 801.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 699.00	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Fire Pump Installation	\$ 2,595.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 3,204.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,798.00	7.8%
High-Rise Fire Protection Water Storage Tank (1st tank)	\$ 1,189.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,468.50		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,282.17	7.8%
High-Rise Fire Protection Water Storage Tank (each additional tank)	\$ 432.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00	7.9%
Hazardous Materials Closure Plan: Facility/Site	\$ 3,781.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 5,340.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 4,300.67	13.7%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Hazardous Materials Closure Plan: Equipment	\$ 1,889.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,670.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,149.33	13.8%
Hazardous Material Tool/Equipment Installation	\$ 2,161.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,670.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,330.67	7.9%
High-Piled Combustible Storage	\$ 1,729.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,864.67	7.8%
Knox Box Installation	\$	Yes	Date: R. No.: R. Date:	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 400.50		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 348.83	n/a

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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**FIRE / CONSTRUCTION PERMITS**

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**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Liquefied Petroleum Gases Installation Per Tank	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.00	7.9%
Methane Venting and Detection Systems	\$ 3,027.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 3,738.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 3,264.00	7.8%
Open Burnings	\$ 648.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 801.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 699.00	7.9%
Ovens: Industrial Baking and/or Drying per oven	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.00	7.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Community Development Department Referrals	\$ 865.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.00	7.7%
Public Fireworks Display and Pyrotechnic Special Effects Use	\$ 1,513.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,869.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,631.67	7.8%
Pyrotechnics Special Effects Proximal to Audience	\$ 2,595.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 3,204.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,798.00	7.8%
Refrigeration System	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,110.00	28.5%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
<b>Readways</b> Access Control and Traffic Calming Devices Gates and Barricades across fire apparatus access roads	\$ 432.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,201.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 688.50	59.4%	
Smoke Control System	\$ 4,325.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 5,340.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 4,663.33	7.8%	
Standpipe Systems: Wet, Combination and Horizontal	\$ 1,080.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,165.00	7.9%	
Storage Tanks - Hazardous Materials: Underground and Above Ground Tank Installations (1st tank)	\$ 1,700.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,403.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,934.33	13.8%	

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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**FIRE / CONSTRUCTION PERMITS**

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Underground and Above Ground Tank Installations (each additional tank after the 1st)	\$ 756.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 860.00	13.8%
Storage Tanks - Hazardous Materials: Underground and Above Ground Tank Removals (1st tank)	\$ 1,700.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,403.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,934.33	13.8%
Underground and Above Ground Tank Removals (each additional tank after the 1st)	\$ 756.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 860.00	13.8%
Underground and Above Ground Tank Modifications	\$ 945.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,075.00	13.8%

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
First Tent, Canopy or Air Supported Structure <del>(NO STAGE CANOPY)</del>	\$ 865.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: Full Cost:	Recover Cost User Fee 1,2,3 \$ 1,068.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.67	7.8%
Each Additional Tent, Canopy or Air Supported Structure <del>Each additional temporary membrane structure and tent</del>	\$ 324.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: Full Cost:	Recover Cost User Fee 1,2,3 \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50	7.9%
Special Event Structure <del>STAGE CANOPY or Air Supported Structure</del>	\$ 2,160.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: Full Cost:	Recover Cost User Fee 1,2,3 \$ 2,670.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,330.00	7.9%
Underground Fire Service Systems: Fire Sprinkler System (no hydrants)	\$ 1,513.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: Full Cost:	Recover Cost User Fee 1,2,3 \$ 1,869.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,631.67	7.8%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Underground Fire Service Systems: Fire Sprinkler System with Hydrants	\$ 2,161.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,403.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,241.67	3.7%
Underground Fire Service Systems: Repairs	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.00	7.9%
Automatic Fire Sprinkler Systems: Residential 13D - Initial Submittal Plan Review Required	\$ 1,133.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,289.33	13.8%
Automatic Fire Sprinkler Systems: Residential 13D - Secondary Submittal - No Plan Review Required	\$ 648.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 801.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 699.00	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Automatic Fire Protection System for Spray Booths	\$ 1,297.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,398.67	7.8%
On-Demand Mobile Fueling Site Permit	\$ 1,729.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,864.67	7.8%
2-Way Elevator Permit	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,110.00	28.5%
Solar Photovoltaic Power Systems - COMMERCIAL	\$ 865.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,288.00	48.9%

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			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Solar Photovoltaic Power Systems - RESIDENTIAL	\$ 432.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00	7.9%
Phased Permitting / Occupancy Plan	\$ 2,595.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 3,204.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,798.00	7.8%
Access Controlled Egress	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,110.00	28.5%
Fire Safety Demolition/Construction Plan	\$ 648.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 966.00	49.1%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Hazardous Materials Tool/Equipment Modification	\$ 1,297.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,398.67	7.8%
Energy Storage Systems	\$ 1,296.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,398.00	7.9%
Energy Storage Systems - RESIDENTIAL (R3)	\$ 432.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00	7.9%
Plant Extraction Systems	\$ 1,729.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,864.67	7.8%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
FIRE / CONSTRUCTION PERMITS

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
<del>Special Events Structure</del>	<del>\$ 432.00</del>	Yes	<del>Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021</del>	<del>Objective:- Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00</del>	<del>Removing from fee schedule Collected via separate fee.</del>	<del>\$ 1,000.00</del>	<del>131.5%</del>
Plan Revision/Resubmittal Fee	\$ 432.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00	7.9%
Firefighter Air Replenishment System	\$ 1,340.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 3,204.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,961.33	46.4%
Carbon Dioxide Beverage Dispensing System	\$ 903.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,047.00	15.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	OBJECTIVE	PROP 26 EXCEPTION (SEE READER'S GUIDE)			
Design Review/Consultation	\$ 216.00 per hour	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 per hour	7.9%
Miscellaneous Inspections or Plan Reviews, per hour	\$ 216.00 per hour	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 per hour	7.9%
Overtime Inspection (min 3 hrs)	\$ 925.00 (min 3 hrs)	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 937.07 (min 3 hrs)	1.3%
Overtime Plan Review (min 3 hrs)	\$ 925.00 (min 3 hrs)	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee	1,2,3	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 937.07 (min 3 hrs)	1.3%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CONSTRUCTION PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Outdoor Assembly Event	\$ 864.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,335.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,021.00	18.2%
Licensed Care Facility (Pre-Inspection)	\$ 432.00 per inspection	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00		Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Aerosol products	\$ 280.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%
Operational Permit: Additive Manufacturing	\$ n/a Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	New fee linked to Fire Code	\$ 267.00 Annual	
Operational Permit: Amusement Park Buildings	\$ 281.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	7.6%
Operational Permit: Covered and Open Mall Buildings	\$ 824.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 905.33 Annual	9.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Emergency Information Contact - Business License	\$	Yes	<b>Date:</b> <b>R. No.:</b> <b>R. Date:</b>	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 66.75	Target less than full cost recovery	\$ 25.00	
Operational Permit: Exhibit and Trade Shows	\$ 280.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%
Operational Permit: Explosives	\$ 280.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%
Operational Permit: Cutting and Welding	\$ 280.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Cellulose Nitrate Storage	\$ 216.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%
Operational Permit: Combustible Dust Producing Operations	\$ 432.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
Operational Permit: Combustible Fiber Storage	\$ 216.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%
Operational Permit: Combustible Storage - Including tires in excess of 2,500 cubic feet	\$ 541.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 667.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 583.17 Annual	7.8%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Dry Cleaning Plants	\$ 324.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%
Operational Permit: ENERGY STORAGE SYSTEMS	\$ 259.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 261.67 Annual	1.0%
<del>Operational Permit: Fruit Ripening</del>	<del>\$ 216.00 Annual</del>	<del>Yes</del>	<del>Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021</del>	<del>Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00</del>	<del>Fee Category Not Used by City - Remove from Schedule</del>	<del>\$ 233.00 Annual</del>	<del>7.9%</del>
Operational Permit: High-Piled Combustible Storage	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Hot Work Operations	\$ 216.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%
Operational Permit: Lithium Batteries (Collection and Storage over 1,000 pounds)	\$	Yes	<b>Date:</b> <b>R. No.:</b> <b>R. Date:</b>	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 267.00	New fee linked to Fire Code	\$ 267.00 Annual	
Operational Permit: Lumber Yard - More than 100,000 board feet	\$ 216.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Magnesium Working - More than 10 lbs. per work day	\$ 216.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%
Operational Permit: Miscellaneous combustible storage	\$ 280.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%
Operational Permit: Organic Coatings	\$ 324.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Ovens (Industrial baking or Drying)	\$ 107.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 133.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 115.83 Annual	8.3%
Operational Permit: Places of Assembly	\$ 161.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 200.25	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 174.08 Annual	8.1%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Places of Assembly TEMPORARY - SPECIAL EVENT	\$ 1,296.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,398.00 Annual	7.9%
Operational Permit: Private Fire Hydrants	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
Operational Permit: Pyroxylin Plastics	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
Operational Permit: Refrigeration Equipment	\$ 280.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

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**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Repair Garages	\$ 216.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%
Operational Permit: Rooftop Heliports	\$ 432.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
Operational Permit: Smoke Control and Evacuation Systems	\$	Yes	<b>Date:</b> <b>R. No.:</b> <b>R. Date:</b>	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 801.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 697.00	
Operational Permit: Spraying or Dipping Operations	\$ 324.00 Annual	Yes	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit: Tire Rebuilding Plants	\$ 324.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%
Operational Permit: Waste Handling Facilities	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
Operational Permit: Wood Products – Storage in excess of 200 cubic feet	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
Operational Permit: Mobile Food Preparation Vehicles	\$ 107.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 133.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 115.83 Annual	8.3%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	OBJECTIVE	PROP 26 EXCEPTION (SEE READER'S GUIDE)			
Operational Permit:  Liquid-or-gas Vehicles or Equipment in Assembly Buildings	\$ 107.00 Annual	Yes	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 133.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 115.83 Annual	8.3%
Operational Permit:  Motor Fuel Dispensing Facilities	\$ 216.00 Annual	Yes	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%
Operational Permit:  Pyrotechnics Special Effects Material Storage	\$ 216.00 Annual	Yes	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%
Operational Permit:  Plant Extraction Systems	\$ 324.00 Annual	Yes	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b>  <b>Prop 26 Exception:</b>  <b>Full Cost:</b>	Recover Cost User Fee  1,2,3  \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Operational Permit:  Indoor Growing Operations	\$ 324.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%
Operational Permit:  Emergency Responder Radio Coverage System	\$ 216.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 322.00 Annual	49.1%
Single Story Building  1 to 20,000 square feet	\$ 216.00 Annual	No Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 277.50 Annual	28.5%
Single Story Buildings  20,001 square feet or greater	\$ 324.00 Annual	No Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 600.75	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 416.25 Annual	28.5%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Multi-Story Buildings 2 or more stories in height and not classified as a High Rise.	\$ 324.00 Annual	No Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 801.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 483.00 Annual	49.1%
Operational Permit:  Operational Permit Reinspection Fee (per hour)	\$ 216.00 per hour	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 per hour	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS - HAZ-MAT**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Combustible and Flammable Materials (any amount)	\$ 217.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.67 Annual	7.7%
Combustible and Flammable Materials - On Demand Mobile Fueling	\$ 1,297.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,398.67 Annual	7.8%
Compressed Gases (any amount)	\$ 216.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS - HAZ-MAT**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Corrosives	\$ 280.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%
Cryogenics	\$ 280.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%
Highly Toxic Materials	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
Liquefied Petroleum Gas (any amount)	\$ 280.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS - HAZ-MAT**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Organic Peroxides: Liquids and Solids - any amount  <i>Except: Class V Organic Peroxides</i>	\$ 324.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective:  Prop 26 Exception:  Full Cost:	Recover Cost User Fee  1,2,3  \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%
Oxidizing Materials: Gases - more than 504 cubic feet  Liquids and Solids - any amount  <i>Except: Class 1 Oxidizers</i>	\$ 280.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective:  Prop 26 Exception:  Full Cost:	Recover Cost User Fee  1,2,3  \$ 347.10	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 302.37 Annual	8.0%
Pyrophoric Materials: Gases, Liquids and Solids - any amount	\$ 324.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective:  Prop 26 Exception:  Full Cost:	Recover Cost User Fee  1,2,3  \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%
Toxic Materials: Gases, Liquids and Solids - any amount	\$ 324.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective:  Prop 26 Exception:  Full Cost:	Recover Cost User Fee  1,2,3  \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / OPERATIONAL PERMITS - HAZ-MAT**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Unstable (Reactive) Materials: Gases, Liquids and Solids - any amount  <i>Except: Class 1 Unstable Reactive Materials</i>	\$ 324.00 Annual	Yes	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee  <b>Prop 26 Exception:</b> 1,2,3  <b>Full Cost:</b> \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%
Water Reactive Materials: Gases, Liquids and Solids - any amount  <i>Except: Class 1 Water Reactive Materials</i>	\$ 324.00 Annual	Yes	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost User Fee  <b>Prop 26 Exception:</b> 1,2,3  <b>Full Cost:</b> \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / STATE MANDATED**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
High-Rise (per floor)	\$ 865.00 per floor Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.67 per floor Annual	7.8%
R-1/R-2 Occupancies: Multi-Family, 3 or more residential units	\$ 25.00 per unit Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 32.04	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 27.35 per unit Annual	9.4%
High-Rise R-1/R-2 per floor	\$ 865.00 per floor Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.67 per floor Annual	7.8%
Commercial Day Care (E3) Adult Day Care (I4) 7-49 persons	\$ 216.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 233.00 Annual	7.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:  
FIRE / STATE MANDATED**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Commercial Day Care (E3) Adult Day Care (I4) 50-149 persons	\$ 324.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 400.50	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 349.50 Annual	7.9%
Commercial Day Care (E3) Adult Day Care (I4) 150+ persons	\$ 648.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 801.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 699.00 Annual	7.9%
School 1-250 students	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 466.00 Annual	7.9%
School 251-500 students	\$ 865.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 932.67 Annual	7.8%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
FIRE / STATE MANDATED

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
School > 500 students	\$ 1,730.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 1,865.33 Annual	7.8%
Jails	\$ 432.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 801.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 555.00 Annual	28.5%
Hospitals	\$ 2,060.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,670.00	Phasing in full cost recovery over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 2,263.33 Annual	9.9%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / PENALTY FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
False Alarm Responses: After third time in 180 day period per response	\$ 317.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Penalty Prop 26 Exception: 1,2 Full Cost: \$ 430.67	Phasing in over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 354.89	12.0%
Re-Inspection Fee: For failure to cancel appointment, work not ready for inspection or more than <del>two</del> <del>three</del> re-inspections	\$ 382.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Penalty Prop 26 Exception: 1,2,3 Full Cost: \$ 400.50	Phasing in over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 388.17	1.6%
Expired Construction Permit Reactivation Fee	\$ 210.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Penalty Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 229.00	9.0%
Expired Construction Permit Plan Review Reactivation Fee	\$ 210.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Penalty Prop 26 Exception: 1,2,3 Full Cost: \$ 267.00	Phasing in over 3 year period FY 22/23: 1/3 FY 23/24: 1/3 FY 24/25: 1/3	\$ 229.00	9.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:  
FIRE / DOCUMENT FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Microfilm Copies	\$ 25.00 plus actual cost	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 66.75	Records request Recover less than full cost	\$ 25.00 plus actual cost	
Photographs	\$ 25.00 plus actual cost	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 66.75	Records request Recover less than full cost	\$ 25.00 plus actual cost	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CUPA FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Hazardous Waste Generator Fees:  Used Oil Only	\$ 374.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 534.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 414.00 Annual	10.7%
Hazardous Waste Generator Fees:  Less than 100 Kg per year	\$ 374.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 534.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 414.00 Annual	10.7%
Hazardous Waste Generator Fees:  Less than 5 tons per year	\$ 578.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 801.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 633.75 Annual	9.6%
Hazardous Waste Generator Fees:  5 tons to less than 25 tons per year	\$ 695.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,335.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 855.00 Annual	23.0%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CUPA FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Hazardous Waste Generator Fees:  25 tons and greater	\$ 827.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,602.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 1,020.75 Annual	23.4%
California Accidental Release Program (CALARP) Fees:  CalARP Facility Operating Permit Program 1	\$ 1,928.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 2,670.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 2,113.50 Annual	9.6%
California Accidental Release Program (CALARP) Fees:  CalARP Facility Operating Permit Program 2	\$ 2,315.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 3,204.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 2,537.25 Annual	9.6%
California Accidental Release Program (CALARP) Fees:  CalARP Facility Operating Permit Program 3	\$ 2,315.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 3,204.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 2,537.25 Annual	9.6%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CUPA FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
California Accidental Release Program (CALARP) Fees:  RMP Review Fee per hour	\$ 226.00 per hour	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 267.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 236.25 per hour	4.5%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier:  Permit by Rule	\$ 1,387.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 2,136.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 1,574.25 Annual	13.5%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier:  Conditionally Authorized	\$ 991.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,335.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 1,077.00 Annual	8.7%
Onsite treatment of Hazardous Waste Annual Fee - Highest Tier:  Conditionally Exempt	\$ 386.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 534.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 423.00 Annual	9.6%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CUPA FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
State of California Annual Surcharges: CUPA Oversight Fee	\$ As Determined by State Regulation	Yes No	Date: 7/14/2009 R. No.: 09-7653 R. Date: 7/14/2009	Objective: User Fee Prop 26 Exception: 1,2,3 Full Cost: N/A	Set by State Collected by City and paid to State.	\$ As Determined by State Regulation	
State of California Annual Surcharges: Underground Tank Fee	\$ As Determined by State Regulation	Yes No	Date: 7/14/2009 R. No.: 09-7653 R. Date: 7/14/2009	Objective: User Fee Prop 26 Exception: 1,2,3 Full Cost: N/A	Set by State Collected by City and paid to State.	\$ As Determined by State Regulation	
State of California Annual Surcharges: California Accidental Release Prevention Program	\$ As Determined by State Regulation	Yes No	Date: 7/14/2009 R. No.: 09-7653 R. Date: 7/14/2009	Objective: User Fee Prop 26 Exception: 1,2,3 Full Cost: N/A	Set by State Collected by City and paid to State.	\$ As Determined by State Regulation	
State of California Annual Surcharges: Aboveground Petroleum Storage Act	\$ As Determined by State Regulation	Yes No	Date: 4/21/2015 R. No.: 15-8226 R. Date: 4/21/2015	Objective: User Fee Prop 26 Exception: 1,2,3 Full Cost: N/A	Set by State Collected by City and paid to State.	\$ As Determined by State Regulation	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CUPA FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Aboveground Petroleum Storage Tank Program  <1,320 gallon capacity	\$ 469.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 667.50	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 518.63 Annual	10.6%
Aboveground Petroleum Storage Tank Program  1,320 - 10,000 gallon capacity	\$ 564.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,068.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 690.00 Annual	22.3%
Aboveground Petroleum Storage Tank Program  More than 10,000 gallon capacity	\$ 792.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 1,335.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 927.75 Annual	17.1%
Aboveground Petroleum Storage Tank Program  Tank in Underground Area (TIUGA)	\$ 434.00 Annual	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee  Prop 26 Exception: 1,2,3  Full Cost: \$ 534.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 459.00 Annual	5.8%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CUPA FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Underground Hazardous Materials Tank: First Tank	\$ 1,297.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,935.75	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 1,456.69 Annual	12.3%
Underground Hazardous Materials Tank: Each additional tank	\$ 454.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 534.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 474.75 Annual	4.6%
Hazardous Materials Business Plan 1-3 chemicals	\$ 385.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 801.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 489.00 Annual	27.0%
Hazardous Materials Business Plan 4-6 chemicals	\$ 628.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,068.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 738.00 Annual	17.5%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

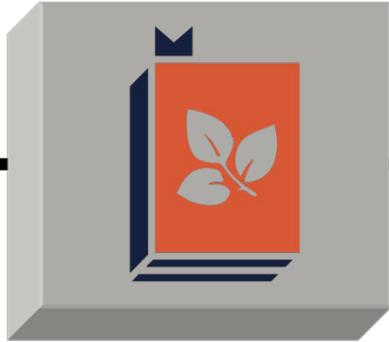
**SUBMITTED BY DEPARTMENT / DIVISION:**  
**FIRE / CUPA FEES**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			RESOLUTION NUMBER & DATE (if applicable)				
Hazardous Materials Business Plan 7-9 chemicals	\$ 943.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 1,602.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 1,107.75 Annual	17.5%
Hazardous Materials Business Plan 10-15 chemicals	\$ 1,285.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,136.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 1,497.75 Annual	16.6%
Hazardous Materials Business Plan 16-21 chemicals	\$ 1,660.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 2,670.00	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 1,912.50 Annual	15.2%
Hazardous Materials Business Plan Each additional chemical > 21 chemical	\$ 55.00 Annual	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost User Fee Prop 26 Exception: 1,2,3 Full Cost: \$ 66.75	Phasing in over 4 year period FY 22/23: 1/4 FY 23/24: 1/4 FY 24/25: 1/4 FY 25/26: 1/4	\$ 57.94 Annual	5.3%

# Municipal Fee Schedule



# Library

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
LIBRARY

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Overdue fines covering interlibrary loans	\$ 1.50 per item per day	No	Date: 6/11/2013 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: N/A	Fine is assessed to encourage prompt return of the materials.	\$ 1.50 per item per day	
Overdue fines - all other items excluding children's books	\$ 0.25 per item per day	No	Date: 4/22/2014 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: N/A	Fine is assessed to encourage prompt return of the materials.	\$ 0.25 per item per day	
	\$ 8.00 maximum per item	No				\$ 8.00 maximum per item	
Replacement for library materials	\$ Current costs of item	No	Date: 4/18/2017 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 48.27	Processing fee incurred to recover some of the cost of replacing library materials. Two tier system: \$5.00 for paperbacks and \$15.00 all other items	\$ Current costs of item	
	+processing fee: \$ 5.00	No				\$ +processing fee: 5.00	
	or \$ 15.00	No				\$ or 15.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
LIBRARY

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Replacement fee for lost or damaged library card	\$ 2.00	No	Date: 4/22/2014 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 4.20	Cost recovery for replacing a lost or damaged library card; 1st replacement at no charge.	\$ 2.00	
Fee for borrowing materials from other libraries (interlibrary loan)	\$ 10.00 per item	No	Date: 5/8/2018 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 112.29		\$ 10.00 per item	
Replacement fee for lost Link+ materials borrowed from other libraries	\$ 115.00	No	Date: 6/10/2003 O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost	Replacement fee is collected by the library and transferred to the owning library; fee amount is determined by Link+ consortium.	\$ 115.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
LIBRARY

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Overdue fine for Link+ materials borrowed from other libraries	\$ 1.00 per item per day	No	Date: 6/14/2011 O. No.: O. Date:	Objective:- Penalty Prop 26 Exception: 5 Full Cost: Actual Cost	Overdue fine amount is determined by the Link+ consortium. This fee was eliminated by the consortium.	\$ 1.00 per item per day	
Collection Agency Fee Library Asset Recovery	\$ 27.00	No	Date: 4/28/2020 O. No.: O. Date:	Objective: Recover Cost Penalty Prop 26 Exception: 1,2 Full Cost: \$ 27.28	Fee is assessed to recover the cost charged by collection agency to the library for resolving delinquent accounts.	\$ 16.00	-40.74%
Overdue Fines for Portable Electronic Devices	\$ 15.00	No	Date: 6/12/2012 O. No.: O. Date:	Objective: Penalty Prop 26 Exception: 5 Full Cost: N/A	Fine is assessed to encourage prompt return of portable electronic devices.	\$ 15.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

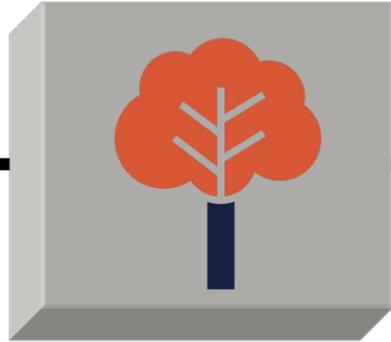
SUBMITTED BY DEPARTMENT / DIVISION:  
LIBRARY

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Room Rental Processing and Set Up and Clean Up Fee	\$ 50.00	No	Date: 4/22/2014 O. No.: O. Date:	Objective: Recover Cost User Fee Prop 26 Exception: 4 Full Cost: \$ 134.00	Currently suspended. Fee change to be brought forward separately at a later date.  In addition to labor costs, there are indirect costs of using the facility: water, electricity, equipment, furniture, etc.	\$ 50.00	
Fee for using library meeting room	\$ 50.00 per hour Two hour minimum	No	Date: 6/11/2013 O. No.: O. Date:	Objective: User Fee Prop 26 Exception: 4 Full Cost: N/A	Currently suspended. Fee change to be brought forward separately at a later date.	\$ 50.00 per hour Two hour minimum	

# Municipal Fee Schedule



## Parks and Recreation

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:  
PARKS & RECREATION / CEMETERY**

**RESOLUTION NUMBER:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>SITE PREPARATION</b>							
Casket Burial, Install Single Burial Vault, Single Depth Grave	\$ 3,526.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 3,639.24		\$ 3,639.24	3.2%
Casket Burial, Install Single Burial Vault, Double Depth Grave	\$ 3,578.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 3,692.91		\$ 3,692.91	3.2%
Casket Burial, Install Companion Vault, Double Depth Grave	\$ 4,293.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 4,430.87		\$ 4,430.87	3.2%
Casket Burial, Pre-Installed Companion Vault, Double Depth Grave	\$ 3,270.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 3,375.01		\$ 3,375.01	3.2%

(Note: "N/A" here signifies the fee, rate, or charge is not a fee imposed exclusively by local government.)

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:  
PARKS & RECREATION / CEMETERY**

**RESOLUTION NUMBER:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Casket Burial, Install One Small Burial Vault (infants/babies), Single Depth Grave	\$ 267.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 275.57		\$ 275.57	3.2%
Casket - One casket Burial in a grave, with existing cremation(s)	\$ 3,475.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 3,586.60		\$ 3,586.60	3.2%
Cremation - One cremation burial in a Grave	\$ 1,431.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 1,476.96		\$ 1,476.96	3.2%
Cremation - One Cremation placement in a Niche.	\$ 1,124.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 1,160.10		\$ 1,160.10	3.2%

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**SUBMITTED BY DEPARTMENT / DIVISION:**  
**PARKS & RECREATION / CEMETERY**

**RESOLUTION NUMBER:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Casket - One casket placement in a Crypt	\$ 2,249.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 2,321.23		\$ 2,321.23	3.2%
Disinterment - One Casket from a Grave	\$ 4,293.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 4,430.87		\$ 4,430.87	3.2%
Disinterment - One Casket from a Crypt	\$ 2,044.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 2,109.64		\$ 2,109.64	3.2%

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SUBMITTED BY DEPARTMENT / DIVISION:  
PARKS & RECREATION / CEMETERY

RESOLUTION NUMBER:

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Disinterment of One Cremation from a Grave	\$ 1,022.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 1,054.82		\$ 1,054.82	3.2%
Disinterment of One Cremation from a Niche	\$ 562.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 580.05		\$ 580.05	3.2%
Disinter and reinter casket into same grave to make Grave extra depth (Vault not included)	\$ 5,178.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 5,344.29		\$ 5,344.29	3.2%

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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PARKS & RECREATION / CEMETERY**

**RESOLUTION NUMBER:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>MARKER INSTALLATION</b>							
Installation of a monobar, emblem, flower vase, or ring on a crypt (each)	\$ Actual Cost	No	Date:  R. No.: R. Date:	Objective: Recover Cost  Prop 26 Exception: N/A  Full Cost: Actual Cost	Service performed by outside agency charge is market rate	\$ Actual Cost	
Installation of a flower vase and ring on a niche (each)	\$ Actual Cost	No	Date:  R. No.: R. Date:	Objective: Recover Cost  Prop 26 Exception: N/A  Full Cost: Actual Cost	Service performed by outside agency charge is market rate	\$ Actual Cost	
Inscribe shutters or grave markers (per letter charge)	\$ Actual Cost	No	Date:  R. No.: R. Date:	Objective: Recover Cost  Prop 26 Exception: N/A  Full Cost: Actual Cost	Service performed by outside agency charge is market rate	\$ Actual Cost	
Installation of a niche plaque (each)	\$ Actual Cost	No	Date:  R. No.: R. Date:	Objective: Recover Cost  Prop 26 Exception: N/A  Full Cost: Actual Cost	Service performed by outside agency charge is market rate	\$ Actual Cost	

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**PARKS & RECREATION / CEMETERY**

**RESOLUTION NUMBER:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Installation of grave marker in South Babyland, Babyland, Children's Garden and Oak Grove Infant	\$ 267.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 275.57		\$ 275.57	3.2%
Flat marker (10"x18" or 12"x24") set into earth	\$ 204.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 210.55		\$ 210.55	3.2%
Flat marker (20"x28") set into earth	\$ 254.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 262.16		\$ 262.16	3.2%
Flat marker (10"x18" or 12"x24") set into concrete frame, with or w/o vase cups	\$ 613.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 632.69		\$ 632.69	3.2%

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**SUBMITTED BY DEPARTMENT / DIVISION:  
PARKS & RECREATION / CEMETERY**

**RESOLUTION NUMBER:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Single (34" x 12") or Double (46" x 12") Upright Monument Foundation	\$ 408.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 421.10		\$ 421.10	3.2%
Remove and dispose of marker, marker frame, plaque, vase and ring upon request	\$ 204.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 210.55		\$ 210.55	3.2%

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**SUBMITTED BY DEPARTMENT / DIVISION:**  
**PARKS & RECREATION / CEMETERY**

**RESOLUTION NUMBER:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS ** Plus sales tax.	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<b>PROFESSIONAL SERVICES</b>							
Vault Disposal Casket	\$ 408.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 421.10		\$ 421.10	3.2%
Vault Disposal Cremation	\$ 68.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 70.18		\$ 70.18	3.2%
Sanitize Crypt	\$ 1,431.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 1,476.96		\$ 1,476.96	3.2%
City to repurchase interment rights	\$ 199.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 205.39		\$ 205.39	3.2%

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			ORDINANCE NUMBER & DATE (if applicable)				
Burial Permit Filing Fee	\$ 400.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 412.85		\$ 412.85	3.2%
Dig single depth grave to double depth (Grave, casket)	\$ 613.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 632.69		\$ 632.69	3.2%
Hourly Rate (Personnel)	\$ 204.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: \$ 210.55		\$ 210.55	3.2%
Custom Hourly Rate	\$ Actual Cost	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: N/A Full Cost: Actual Cost		\$ Actual Cost	

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Saturday Service - Casket (Hourly Rate)	\$ Actual Cost	No	Date:	Objective: Recover Cost		\$ Actual Cost	
			R. No.:	Prop 26 Exception: N/A			
			R. Date:	Full Cost: Actual Cost			
Saturday Service - Cremation (Hourly Rate)	\$ Actual Cost	No	Date:	Objective: Recover Cost		\$ Actual Cost	
			R. No.:	Prop 26 Exception: N/A			
			R. Date:	Full Cost: Actual Cost			
Chapel rental - Two Hours of Use		No	Date: 6/22/2021	Objective: Recover Cost			
Non- Resident	\$ 324.00		R. No.: 21-8981	Prop 26 Exception: N/A		\$ 334.41	3.2%
Resident	\$ No Charge		R. Date: 6/22/2021	Full Cost: \$ 334.41		\$ No Charge	

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PARKS & RECREATION / CEMETERY

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			ORDINANCE NUMBER & DATE (if applicable)				
<b>PERPETUAL CARE (ENDOWMENT)</b>							
<u>Casket - Two Caskets Below Ground Burial</u>			Date: 6/22/2021	Objective: Recover Cost			
Non-Resident	\$ 5,071.00	No	R. No.: 21-8981	Prop 26 Exception: N/A		\$ 5,233.85	3.2%
Resident	\$ 2,536.00	No	R. Date: 6/22/2021	Full Cost: \$ 5,233.85		\$ 2,768.99	9.2%
<u>Casket - Two Caskets Above Ground Burial</u>			Date: 6/22/2021	Objective: Recover Cost			
Non-Resident	\$ 5,071.00	No	R. No.: 21-8981	Prop 26 Exception: N/A		\$ 5,233.85	3.2%
Resident	\$ 5,071.00	No	R. Date: 6/22/2021	Full Cost: \$ 5,233.85		\$ 5,233.85	3.2%
<u>Casket - One Casket Below Ground</u>			Date: 6/22/2021	Objective: Recover Cost			
Non-Resident	\$ 2,534.00	No	R. No.: 21-8981	Prop 26 Exception: N/A		\$ 2,615.38	3.2%
Resident	\$ 2,534.00	No	R. Date: 6/22/2021	Full Cost: \$ 2,615.38		\$ 2,615.38	3.2%
<u>Cremation - Two Cremations Below Ground Burial</u>			Date: 6/22/2021	Objective: Recover Cost			
Non-Resident	\$ 5,071.00	No	R. No.: 21-8981	Prop 26 Exception: N/A		\$ 5,233.85	3.2%
Resident	\$ 2,536.00	No	R. Date: 6/22/2021	Full Cost: \$ 5,233.85		\$ 2,768.99	9.2%

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PARKS & RECREATION / CEMETERY**

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Cremation - One Cremation Below Ground</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
Non-Resident	\$ 2,536.00	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 2,617.44		\$ 2,617.44	3.2%
Resident	\$ 1,267.00	No				\$ 1,383.40	9.2%
<u>Cremation -Two Cremations Above Ground Burial</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
Non-Resident	\$ 5,071.00	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 5,233.85		\$ 5,233.85	3.2%
Resident	\$ 2,536.00	No				\$ 2,768.99	9.2%
<u>Casket - One Casket - Babyland, South Babyland, Children's Garden</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
Non-Resident	\$ 320.00	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 330.28		\$ 330.28	3.2%
Resident	\$ 266.00	No				\$ 290.44	9.2%
<u>Cremation - Two Cremations Above Ground Bank of Memories</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
Non-Resident	\$ 5,071.00	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 5,233.85		\$ 5,233.85	3.2%
Resident	\$ 3,804.00	No				\$ 4,153.48	9.2%

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Casket - One Casket - Above Ground</u> <u>Indoor Mausoleum</u>			Date: 6/22/2021	Objective: Recover Cost				
	Non-Resident	\$ 5,071.00	No	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: N/A	\$ 5,233.85	3.2%	
	Resident	\$ 3,804.00	No		Full Cost: \$ 5,233.85	\$ 4,153.48	9.2%	
<u>Cremation - Four Cremations Above Ground</u> <u>Indoor Mausoleum</u>			Date: 6/22/2021	Objective: Recover Cost				
	Non-Resident	\$ 10,143.00	No	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: N/A	\$ 10,468.74	3.2%	
	Resident	\$ 7,607.00	No		Full Cost: \$ 10,468.74	\$ 8,305.87	9.2%	
<u>Cremation - One Cremation Above Ground</u> <u>Indoor Community Mausoleum</u>			Date: 6/22/2021	Objective: Recover Cost	Fee based on above studied fee divided by four to provide single perpetual care option.			
	Non-Resident	\$ 2,536.00	No	R. No.: 21-8981 R. Date: 6/22/2021		Prop 26 Exception: N/A	\$ 2,617.44	3.2%
	Resident	\$ 1,902.00	No			Full Cost: \$ 2,617.44	\$ 2,076.74	9.2%

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Casket - One Casket Above Ground</u> <u>Garden Mausoleum</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
	Non-Resident	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 5,233.85		\$ 5,233.85	3.2%
Resident	\$ 3,804.00	No				\$ 4,153.48	9.2%
<u>Casket - Two Caskets Above Ground</u> <u>Garden Mausoleum</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
	Non-Resident	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 10,468.74		\$ 10,468.74	3.2%
Resident	\$ 7,607.00	No				\$ 8,305.87	9.2%

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Cremation - Two Cremations Above Ground Garden Mausoleum</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
	Non-Resident	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 5,233.85		\$ 5,233.85	3.2%
Resident	\$ 2,536.00	No				\$ 2,768.99	9.2%
<u>Cremation - Four Cremations Below Ground Oak Grove</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
	Non-Resident	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 10,468.74		\$ 10,468.74	3.2%
Resident	\$ 5,071.00	No				\$ 5,536.88	9.2%
<u>Casket - One Casket - Below Ground Oak Grove Infant</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost			
	Non-Resident	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 661.59		\$ 661.59	3.2%
Resident	\$ 534.00	No				\$ 583.06	9.2%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)				
<b>BURIAL MATERIALS</b>							
Burial Materials processing Fee All materials are priced at actual cost	\$ 132.00	No	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost  <b>Prop 26 Exception:</b> N/A  <b>Full Cost:</b> \$ 136.24		\$ 136.24	3.2%

(Note: "N/A" here signifies the fee, rate, or charge is not a fee imposed exclusively by local government.)

**Mission City Memorial Park Interment Rights and Burial Materials Fee Schedule**

Interment Rights			FY 2021/22 Resident Current Rate	FY 2022/23 Resident Proposed Rate		FY 2021/22 Non-Resident Current Rate	FY 2022/23 Non-Resident Proposed Rate	
Casket	Crypt	Right to inter one decedent, Garden Mausoleum, Tier A	\$21,712	\$23,707	9.19%	\$27,140	\$29,633	9.19%
Casket	Crypt	Right to inter one decedent, Garden Mausoleum, Tier B or C	\$23,589	\$25,756	9.19%	\$29,485	\$32,194	9.19%
Casket	Crypt	Right to inter one decedent, Garden Mausoleum, Tier D	\$20,129	\$21,978	9.19%	\$25,162	\$27,474	9.19%
Casket	Crypt	Right to inter one decedent, Garden Mausoleum, Tier E	\$18,246	\$19,922	9.19%	\$22,808	\$24,903	9.19%
Casket	Crypt	Right to inter one decedent, Indoor Mausoleum, Tier A	\$24,967	\$27,261	9.19%	\$31,209	\$34,077	9.19%
Casket	Crypt	Right to inter one decedent, Indoor Mausoleum, Tier B-C	\$27,127	\$29,619	9.19%	\$33,621	\$36,710	9.19%
Casket	Crypt	Right to inter one decedent, Indoor Mausoleum, Tier D	\$23,149	\$25,275	9.19%	\$28,935	\$31,594	9.19%
Casket	Crypt	Right to inter one decedent, Indoor Mausoleum, Tier E	\$20,982	\$22,910	9.19%	\$26,228	\$28,637	9.19%
Casket	Crypts	Right to inter two decedents, Garden Mausoleum, All tiers	\$36,492	\$39,845	9.19%	\$43,790	\$47,813	9.19%
Casket	Crypts	Right to inter two decedents, Indoor Mausoleum, All tiers	\$49,935	\$54,523	9.19%	\$59,921	\$65,427	9.19%
Casket	Grave	Right to inter one decedent, Oak Grove Infant	\$534	\$583	9.19%	\$641	\$700	9.19%
Casket	Grave	Right to inter one decedent, flat marker section*	\$3,787	\$4,135	9.19%	\$4,735	\$5,170	9.19%
Casket	Grave	Right to inter one decedent, upright monument section**	\$5,870	\$6,409	9.19%	\$7,338	\$8,012	9.19%
Casket	Grave	Right to inter two decedents, flat marker section*	\$5,320	\$5,809	9.19%	\$6,650	\$7,261	9.19%
Casket	Grave	Right to inter two decedents, upright monument section**	\$7,716	\$8,425	9.19%	\$9,671	\$10,560	9.19%
Casket/Cremation	Grave	Right to inter one decedent, Babyland, South Babyland and Children's Garden	\$267	\$292	9.19%	\$320	\$350	9.19%
Cremation	Grave	Right to inter four cremations in a grave, upright monument section**	\$8,506	\$9,288	9.19%	\$10,207	\$11,144	9.19%
Cremation	Grave	Right to inter three cremations in a grave, upright monument section**	\$5,318	\$5,807	9.19%	\$6,381	\$6,967	9.19%
Cremation	Grave	Right to inter two cremations in a grave, upright monument section**	\$4,253	\$4,644	9.19%	\$5,103	\$5,572	9.19%
Cremation	Grave	Right to inter one cremation in a grave with a casket	\$1,772	\$1,935	9.19%	\$2,125	\$2,321	9.19%
Cremation	Grave	Right to inter two cremations in a grave, Willow Bend Way and Sunrise Gardens	\$3,545	\$3,871	9.19%	\$4,431	\$4,839	9.19%
Cremation	Niche	Right to inter two cremations in Bank of Memories, Tiers M-T	\$932	\$1,018	9.19%	\$1,165	\$1,272	9.19%
Cremation	Niche	Right to inter two cremations in Bank of Memories, Tiers I-L	\$1,119	\$1,222	9.19%	\$1,399	\$1,528	9.19%
Cremation	Niche	Right to inter two cremations in Bank of Memories, Tiers E-H	\$1,313	\$1,433	9.19%	\$1,641	\$1,791	9.19%
Cremation	Niche	Right to inter two cremations in Bank of Memories, Tiers A-D	\$1,119	\$1,222	9.19%	\$1,399	\$1,528	9.19%
Cremation	Niche	Right to inter four cremations in Indoor Mausoleum, Tier 1-2	\$8,545	\$9,330	9.19%	\$10,254	\$11,196	9.19%
Cremation	Niche	Right to inter four cremations in Indoor Mausoleum, Tier 3-5	\$8,545	\$9,330	9.19%	\$10,254	\$11,196	9.19%
Cremation	Niche	Right to inter four cremations in Indoor Mausoleum, Tier 6-8	\$8,545	\$9,330	9.19%	\$10,254	\$11,196	9.19%
Cremation	Niche	Right to inter four cremations in Indoor Mausoleum, Tier 9-10	\$8,545	\$9,330	9.19%	\$10,254	\$11,196	9.19%
Cremation	Niche	Right to inter one cremation in Indoor Community Mausoleum	\$2,136	\$2,332	9.19%	\$2,670	\$2,916	9.19%
Cremation	Niche	Right to inter two cremations in Garden Court or Sunset Garden Niche Bank, Tiers E-F	\$3,354	\$3,662	9.19%	\$4,192	\$4,577	9.19%
Cremation	Niche	Right to inter two cremations in Garden Court Niche Bank or Sunset Garden Niche Bank, Tier D	\$2,984	\$3,258	9.19%	\$3,731	\$4,074	9.19%
Cremation	Niche	Right to inter two cremations in Garden Court Niche Bank or Sunset Garden Niche Bank, Tier C	\$2,607	\$2,847	9.19%	\$3,259	\$3,558	9.19%

### Mission City Memorial Park Interment Rights and Burial Materials Fee Schedule

Interment Rights			FY 2021/22 Resident Current Rate	FY 2022/23 Resident Proposed Rate		FY 2021/22 Non-Resident Current Rate	FY 2022/23 Non-Resident Proposed Rate	
Cremation	Niche	Right to inter two cremations in Garden Court Niche Bank or Sunset Garden Niche Bank, Tiers A-B	\$2,160	\$2,358	9.19%	\$2,700	\$2,948	9.19%
Cremation	Niche	Right to inter two cremations in Garden Mausoleum, Tier A - D	\$3,354	\$3,662	9.19%	\$4,025	\$4,394	9.19%
Cremation	Niche	Right to inter two cremations in Garden Mausoleum, Tier E - H	\$2,984	\$3,258	9.19%	\$3,580	\$3,909	9.19%
Cremation	Niche	Right to inter two cremations in Garden Mausoleum, Tier I - J	\$2,607	\$2,847	9.19%	\$3,128	\$3,416	9.19%

\* Acacia Lawn, Hillside Lawn, Palm Lawn, Palm Hill, Redwood Grove, Section L, Section S, Serenity Lawn, Willow Bend Way, Evergreen.

\*\* Azalea Lawn, Begonia Lawn, Camellia Lawn, Greek Annex, Greek Plot, Oak Grove, Valley Oak, Cypress Lawn, Sections D, E, F, EE, G, H, J, K, P, and T, All corridors and family blocks.

Burial Materials			Cost
Casket	Crypt	Casket tray and absorbant pad	Market Rate + Tax + Shipping & Handling
Casket	Crypt	Monbar/unibar	Market Rate + Tax + Shipping & Handling
Casket	Crypt	Shutter replacement, crypt	Market Rate + Tax + Shipping & Handling
Casket	Grave	Outer Burial Container, companion casket vault (G3086-5)	Market Rate + Tax + Shipping & Handling
Casket	Grave	Outer Burial Container, extra long, single casket vault (G3690-6)	Market Rate + Tax + Shipping & Handling
Casket	Grave	Outer Burial Container, extra small casket vault, child (V1637-1)	Market Rate + Tax + Shipping & Handling
Casket	Grave	Outer Burial Container, extra wide, single casket vault (G4490-6)	Market Rate + Tax + Shipping & Handling
Casket	Grave	Outer Burial Container, single casket vault (G3086-6)	Market Rate + Tax + Shipping & Handling
Casket	Grave	Outer Burial Container, small casket vault, infant (U711)	Market Rate + Tax + Shipping & Handling
Cremation	Grave	Outer Burial Container, double cremation vault (U711)	Market Rate + Tax + Shipping & Handling
Cremation	Grave	Outer Burial Container, single cremation vault	Market Rate + Tax + Shipping & Handling
Cremation	Niche	Niche plaque, Bank of Memories (5660 TC and BC)	Market Rate + Tax + Shipping & Handling
Cremation	Niche	Niche plaque, Bank of Memories (5660 TCB)	Market Rate + Tax + Shipping & Handling
Cremation	Niche	Niche plaque, Garden mausoleum	Market Rate + Tax + Shipping & Handling
Cremation	Niche	Shutter replacement, niche	Market Rate + Tax + Shipping & Handling
Casket/Cre-mation	Niche/Crypt	Bronze Flower Vase	Market Rate + Tax + Shipping & Handling
Casket/Cre-mation	Niche/Crypt	Plastic Flower Vase and Bronze Vase Ring	Market Rate + Tax + Shipping & Handling
		Emblem (custom under 8")	Market Rate + Tax + Shipping & Handling
		Emblem (stand alone)	Market Rate + Tax + Shipping & Handling

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**PARKS & RECREATION / RECREATION**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Community Recreation Center: Auditorium	Cost per hour	No	R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Full cost includes kitchen. Hourly Staff costs may be charged for bookings, in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.		
Auditorium w/o Kitchen: Non-Profit Meeting	\$ 244.00		1% - 20% Cost Recovery			\$ 20.00 per meeting	-91.80%
Auditorium w/ Kitchen: Non-Profit Event	\$ 307.00		1% - 20% Cost Recovery			\$ 20.00 per hour	New
Auditorium with Kitchen: Resident Event	\$ 307.00		Market Rate		New fee structure proposed	\$ 200.00 per hour	-34.85%
Commercial/Non-Resident Event	\$		100% Cost Recovery			\$ 300.00 per hour	New
Community Recreation Center: Meeting Rooms	Cost per hour	No	R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Hourly Staff costs may be charged to in addition to the room(s) fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.		
Non-profit meeting	\$ 47.00		1% - 20% Cost Recovery			\$ 20.00 per meeting	-83.47%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Park Building Room Rentals</u>		No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 4 <b>Full Cost:</b> Varies	Hourly Staff costs may be charged to in addition to the room(s) fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.		
Non-profit meeting	\$ 25.00 per meeting		1% - 20% Cost Recovery			\$ 20.00 per meeting	-20.00%
Non-profit event	\$		1% - 20% Cost Recovery		New fee structure proposed	\$ 20.00 per hour	New
Resident Event	\$ 68.00 per hour		Market Rate			\$ 60.00 per hour	-11.76%
Commercial/Non-resident Event	\$		Market Rate			\$ 90.00 per hour	New
<u>Central Park Picnic Areas</u>	Flat rate per section, per day	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 4 <b>Full Cost:</b> Varies	Hourly Staff costs may be charged to in addition to the facility(s) fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	Flat rate per section, per day	
Non-profit event	\$		1% - 20% Cost Recovery			\$ 40.00	New
Resident event	\$ 171.00		Market Rate			\$ 200.00	16.96%
Commercial/Non Resident event	\$ 649.00		Market Rate		New fee structure proposed	\$ 600.00	-7.55%
<u>City Plaza Park Gazebo</u>		No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 4 <b>Full Cost:</b> Varies	Hourly Staff costs may be charged to in addition to the facility(s) fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	Cost per day	
Non-profit event, open to the public.	\$ No Fee		1% - 20% Cost Recovery			\$ 40.00 per day	New
Resident wedding	\$ 161.00 per day		Market Rate			\$ 200.00 per day	24.22%
Commercial/non-resident event	\$		Market Rate		New fee structure proposed	\$ 600.00	New

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)				
Hourly Staff (as-needed) assigned to facility	\$ 35.00 Per person, per hour	No	R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: rate x hrs.	Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	\$ 35.00 Per person per hour	
Senior Citizens Center: Auditorium & Kitchen		No	R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Hourly Staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.		
Non-profit meeting (no kitchen)	\$		1% - 20% Cost Recovery			\$ 20.00 per meeting	New
Non-profit event	\$ 294.00 per hour		1% - 20% Cost Recovery			\$ 20.00 per hour	-93.20%
Resident event	\$ 294.00 per hour		Market Rate		New fee structure proposed	\$ 200.00 per hour	-31.97%
Commercial/non-resident event	\$		100% Cost Recovery			\$ 300.00 per hour	New

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Senior Citizens Center: Rooms</u>  Non-profit meeting  Non-profit event  Resident event  Commercial/non-resident event	\$ 18.00 per meeting    \$ 87.00 per hour	No	R. No.: 21-8981 R. Date: 6/22/2021  1% - 20% Cost Recovery  1% - 20% Cost Recovery  Market Rate  Market Rate		Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Hourly Staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.  New fee structure proposed	\$ 20.00 Per meeting  \$ 20.00 per hour  \$ 60.00 per hour  \$ 90.00 per hour	11.11%  New  -31.03%  New
<u>Youth Activity Center: Gymnasium</u>  Non-Profit event  Resident event  Commercial/Non-resident event	Cost per hour  \$ 200.00  \$ 200.00	No	R. No.: 21-8981 R. Date: 6/22/2021  1% - 20% Cost Recovery  Market Rate  Market Rate		Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Fee is exclusive of applicable fee charged by Santa Clara Unified School District, collected by the City. Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	Cost per hour  \$ 20.00  \$ 200.00  \$ 300.00	New    50.00%

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Youth Activity Center:</u> <u>Activity Rooms</u>  Non-profit meeting  Non-profit event  Resident event  Commercial/non-resident event	Cost per hour  \$ 140.00  \$ 140.00  \$ 140.00  \$	No	R. No.: 21-8981 R. Date: 6/22/2021  1% - 20% Cost Recovery  1% - 20% Cost Recovery  Market Rate  Market Rate		Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Fee is exclusive of applicable fee charged by Santa Clara Unified School District, collected by the City.  Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.  New fee structure proposed	\$ 20.00 per meeting  \$ 20.00 per hour  \$ 60.00 Per hour  \$ 90.00 per hour	-85.71%  -85.71%  -57.14%  New
<u>Fields and turf areas</u> <u>reservations: Practice &amp; Games</u>  Non-Profit  Resident  Commercial/Non Resident	Cost per hour  \$ No Fee  \$ 108.00  \$ 280.00	No	R. No.: 21-8981 R. Date: 6/22/2021  1% - 20% Cost Recovery  Market rate  Market rate		Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.  New fee structure proposed	Cost per hour  \$ 14.00  \$ 100.00  \$ 280.00	New  -7.41%  New

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED		FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change		
			ORDINANCE NUMBER & DATE (if applicable)							
<u>Tennis Reservations</u> Tennis court reservations are by agreement with vendor.	\$ 11.00 per hour (resident)	No	R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Per hour rate/resident; prime time reserved.	\$ 11.00 per hour (resident)			
	\$ 13.00 per hour (non-resident)					Per hour rate/non-resident; prime time reserved.	\$ 13.00 per hour (non-resident)			
	\$ 6.00 (resident)					Per hour rate/resident; non-prime time.	\$ 6.00 (resident)			
	\$ 8.00 per hour (non-resident)					Per hour rate/non-resident; non-prime time. Fees are based on market rate. <i>Detailed in quarterly Activity Guide.</i>	\$ 8.00 per hour (non-resident)			
<u>Recreation Cancellation Fee</u> Rental cancellation fee	\$ Flat fee 52.00	No	R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 4 Full Cost: \$ 52.32	Cancellation must be requested 14 days or more in advance. Applies to all facilities.	\$ Flat fee 52.00			
<u>Field Preparation Soccer</u> <u>Natural Turf</u> Non-Profit Resident Commercial/Non Resident	Cost per day No Fee 152.00 674.00	No	R. No.: 21-8981 R. Date: 6/22/2021 1% - 20% Cost Recovery Market Rate Market Rate			Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Consolidating field preparation fee categories for fee schedule simplification	Cost per day		
									\$ 30.00	
									\$ 150.00	-1.32%
									\$ 300.00	-55.49%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<del>Field Preparation Soccer- Synthetic Turf</del>	Cost-per-day	No	<del>R. No.: 21-8984 R. Date: 6/22/2024</del>	<del>Objective:- Recover-Cost Prop 26 Exception: 4 Full-Cost: Varies</del>	Consolidating field preparation fee categories for fee schedule simplification	Cost-per-day	
Non-Profit	\$ No-Fee		1%—20% Cost Recovery			\$ No-Fee	
Resident	\$ 152.00		Market Rate			\$ 152.00	
Commercial/Non-Resident	\$ 367.00		100% Cost Recovery			\$ 367.00	
<del>Field Preparation Football- Natural Turf</del>	Cost-per-day	No	<del>R. No.: 21-8984 R. Date: 6/22/2024</del>	<del>Objective:- Recover-Cost Prop 26 Exception: 4 Full-Cost: Varies</del>	Consolidating field preparation fee categories for fee schedule simplification	Cost-per-day	
Non-Profit	\$ No-Fee		1%—20% Cost Recovery			\$ No-Fee	
Resident	\$ 712.00		Market Rate			\$ 712.00	
Commercial/Non-Resident	\$ 983.00		100% Cost Recovery			\$ 983.00	
<del>Field Preparation Football- Synthetic Turf</del>	Cost-per-day	No	<del>R. No.: 21-8984 R. Date: 6/22/2024</del>	<del>Objective:- Recover-Cost Prop 26 Exception: 4 Full-Cost: Varies</del>	Consolidating field preparation fee categories for fee schedule simplification	Cost-per-day	
Non-Profit	\$ No-fee		1%—20% Cost Recovery			\$ No-fee	New
Resident	\$ 366.00		Market Rate			\$ 366.00	
Commercial/Non-Resident	\$ 366.00		100% Cost Recovery			\$ 366.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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PARKS & RECREATION / RECREATION

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<del>Field Preparation Baseball-Natural Turf</del>	Cost per day	No	<del>R. No.: 21-8984 R. Date: 6/22/2021</del>	<del>Objective:- Recover-Cost Prop 26 Exception: 4 Full-Cost: Varies</del>	Consolidating field preparation fee categories for fee schedule simplification	Cost per day	
Non-Profit	\$ No fee		1% – 20% Cost Recovery			\$ No fee	New
Resident	\$ 217.00		Market Rate			\$ 217.00	
Commercial/Non-Resident	\$ 983.00		100% Cost Recovery			\$ 983.00	
<del>Field Preparation Baseball-Synthetic Turf</del>	Cost per day	No	<del>R. No.: 21-8984 R. Date: 6/22/2021</del>	<del>Objective:- Recover-Cost Prop 26 Exception: 4 Full-Cost: Varies</del>	Consolidating field preparation fee categories for fee schedule simplification	Cost per day	
Non-Profit	\$ No Fee		1% – 20% Cost Recovery			\$ No Fee	New
Resident	\$ 217.00		Market Rate			\$ 217.00	
Commercial/Non-Resident	\$ 290.00		100% Cost Recovery			\$ 290.00	
<del>Field Preparation Softball-Natural Turf</del>	Cost per day	No	<del>R. No.: 21-8984 R. Date: 6/22/2021</del>	<del>Objective:- Recover-Cost Prop 26 Exception: 4 Full-Cost: Varies</del>	Consolidating field preparation fee categories for fee schedule simplification	Cost per day	
Non-Profit	\$ No fee		1% – 20% Cost Recovery			\$ No fee	New
Resident	\$ 217.00		Market Rate			\$ 217.00	
Commercial/Non-Resident	\$ 674.00		100% Cost Recovery			\$ 674.00	

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**PARKS & RECREATION / RECREATION**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<del>Field Preparation Softball- Synthetic Turf</del> Non-Profit Resident Commercial/Non Resident	Cost per day  \$ No fee \$ 174.00 \$ 366.00	No	R. No.: 21-8984 R. Date: 6/22/2021  1% - 20% Cost Recovery  Market Rate  100% Cost Recovery	Objective:- Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Consolidating field preparation fee categories for fee schedule simplification	Cost per day  \$ No fee \$ 174.00 \$ 366.00	New   New  -50.00%  -25.00%
Amplified Music	\$ 72.00  Per event per day	No	R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: \$ 72.58		\$ 72.00  Per event per day	
<del>Teen Center: Multi-Purpose Room</del> Non-profit meeting Non-profit event Resident event Commercial/Non Resident event	No Fee \$ No Fee \$ 200.00 \$ 200.00	No	R. No.: 21-8981 R. Date: 6/22/2021  1% - 20% Cost Recovery  1% - 20% Cost Recovery  Market Rate  Market Rate	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: varies	Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	\$ 20.00 per meeting \$ 20.00 per hour \$ 100.00 per hour \$ 150.00 per hour	New  New  -50.00%  -25.00%

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Teen Center:</u> <u>Classrooms</u>  <u>Non-profit meeting</u>	Cost range depending on  \$ 142.00 per hour	No	<b>Date:</b> 5/8/2018  <b>ORDINANCE NUMBER &amp; DATE (if applicable)</b>	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 4 <b>Full Cost:</b> varies	Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	Cost range depending on  \$ 20.00 per meeting	-85.92%
<u>Special Event Application Fee</u>  Resident Special Event  Resident, non-profit  City Sponsored Event  Non-resident	Cost range depending on priority (per hour)  \$ 320.00  \$ 26.00  \$ No Fee  \$ 497.00	No	<b>Date:</b> 6/22/2021  <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 4 <b>Full Cost:</b> \$ 497.43	One time application processing fee per request; non-exclusive use of public property based on Department Head approval. City Code 9.35060	Cost range depending on priority (per hour)  \$ 320.00  \$ 25.00  \$ No Fee  \$ 497.00	
<u>Neighborhood Parks</u>  <u>Non-Profit Event</u>  <u>Resident Event</u>	Flat rate per area per day  \$ 53.00	No	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021  1% - 20% Cost Recovery  Market Rate	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 4 <b>Full Cost:</b> Varies	Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	Flat rate per table per day  \$ 20.00  \$ 60.00	New  13.21%

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Jump House Permit</u> Resident- Jump House Permit	\$ 26.00 flat rate per jump house per day	No	Date:	4/28/2020	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: \$ 88.60	Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	\$ 25.00 flat rate per jump house per day	-3.85%
<u>Pool Rentals</u> Shared Facility Exclusive Use	Cost per hour \$ 79.00 \$ 280.00	No	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	Cost per hour \$ 80.00 \$ 280.00	1.27%
<u>Tournament Fee: Competition, Meets, and Tournaments that include competitors from other cities.</u> Non-Profit Resident Commercial/Non Resident	\$ 43-267 based on # players \$ 43-267 based on # players	No	R. No.:	21-8981	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	<b>Fee is exclusive of applicable fee charged by custodial vendor, collected by the City.</b> Hourly city staff costs may be charged in addition to the room rental fee. Staffing needs determined by Parks & Recreation staff based on hours of use, estimated attendance and scope of event.	\$ 110.00 per hour \$ 110.00 per hour \$ 280.00 per hour	
<u>Parking at Parks and Recreation Facilities</u>	Per event \$ 5-500	No	Date:		Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	New fee for reserved parking	Per event \$ 5-500	New

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Special Event Sponsorship/ Vendor</u>	\$ Per event 0-50,000	No	Date:	4/28/2020	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies		\$ Per event 0-50,000	
<u>Special Event Concessions</u>	\$ Per event 0-100	No	Date:	4/28/2020	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies		\$ Per event 0-100	
<u>Recreation Classes</u>	\$ Per activity 0-5,000	No	Date:	4/28/2020	Objective: Recover Cost Prop 26 Exception: 4 Full Cost: Varies	<i>Detailed in Activity Guide.</i>	\$ Per activity 0-5,000	

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			ORDINANCE NUMBER & DATE (if applicable)				
Residential Development Park Dedication In-Lieu Fees ZIP Code 95050 Quimby Act (Single Fam)	\$ 51,567.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. Nos.: 1928; 1937 O. Dates: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee Prop 26 Exception: 6 Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 62,664.00	21.5%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95050 Quimby Act (Multi Fam)	\$ 41,530.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee Prop 26 Exception: 6 Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 50,468.00	21.5%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95050 Mitigation Fee Act (Single Fam)	\$ 45,828.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee Prop 26 Exception: 6 Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 55,716.00	21.6%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95050 Mitigation Fee (Multi Fam)	\$ 36,908.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee Prop 26 Exception: 6 Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 44,872.00	21.6%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)				
Residential Development Park Dedication In-Lieu Fees ZIP Code 95051 Quimby Act (Single Fam)	\$ 55,214.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 65,263.00	18.2%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95051 Quimby Act (Multi Fam)	\$ 44,468.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 52,561.00	18.2%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95051 Mitigation Fee (Single Fam)	\$ 48,989.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 57,968.00	18.3%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95051 Mitigation Fee (Multi Fam)	\$ 39,454.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 46,686.00	18.3%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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**PARKS & RECREATION / RECREATION**

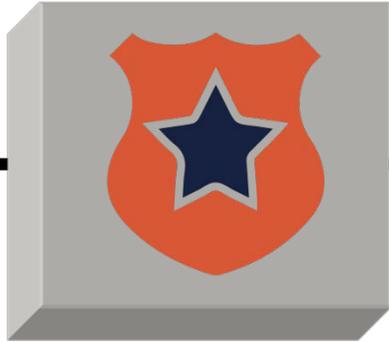
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			ORDINANCE NUMBER & DATE (if applicable)				
Residential Development Park Dedication In-Lieu Fees ZIP Code 95054 Quimby Act (Single Fam)	\$ 52,570.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 60,658.00	15.4%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95054 Quimby Act (Multi Fam)	\$ 42,338.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 48,852.00	15.4%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95054 Mitigation Fee (Single Fam)	\$ 46,697.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 53,977.00	15.6%
Residential Development Park Dedication In-Lieu Fees ZIP Code 95054 Mitigation Fee (Multi Fam)	\$ 37,609.00	No	Res. No.: 21-8970 Date: 6/10/2021 O. No.: 1928; 1937 O. Date: 6/24/2014 2/24/2015	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost:	Per Muni Code 17.35.040 (b) & (c), See Resolution 19-8769 and 21-8970 for fee calculation through policy FY 2022/23	\$ 43,472.00	15.6%

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# Municipal Fee Schedule



**Police**

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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**POLICE**

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Alarm Permit</u>	\$ 37.00	No	Date: 5/8/2018		Objective: Penalty (Regulatory Fee)		\$ 37.00	
			O. No.: 1748		Prop 26 Exception: 3			
			O. Date: 2/15/2000		Full Cost: \$ 95.50			
Non-registration	\$ 50.00	No	Date: 1/28/2020				\$ 50.00	
Annual Renewal	\$ 15.00	No					\$ 15.00	
Late	\$ 25.00	No	O. No.: 2012				\$ 25.00	
Reinstatement	\$ 15.00	No	O. Date: 1/14/2020				\$ 15.00	
<u>Bingo Organization</u>	\$ 1,371.00	No	Date:		Objective: Recover Cost	Does not include mandated DOJ/FBI Live Scan fees.	\$ 1,305.17	-4.8%
			R. No.: 1729		Prop 26 Exception: 3			
			R. Date: 3/16/1999		Full Cost: \$ 1,305.17	(Regulatory Fee)		
<u>CAD report for legal purposes</u>	\$ 0.20 per page	No	Date: 6/10/2008		Objective: Recover Cost	Per Public Records Act	\$ 0.20 per page	
Per page			Res. No.: 08-7525		Prop 26 Exception: 1,2			
					Full Cost: \$ 0.20			
<u>CD for legal purposes</u>	\$ 3.00 per CD	No	Date: 6/10/2008		Objective: Recover Cost		\$ 3.00 per CD	
			Res. No.: 08-7525		Prop 26 Exception: 1,2			
					Full Cost: \$ 3.00			

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Citation Sign Off</u> Non-Santa Clara Citations Only	\$ 33.00	No	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 31.83		\$ 31.83	-3.5%
<u>Clearance Letter</u>	\$ 35.00	No	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 48.00		\$ 48.00	37.1%
<u>Closing Out Sale</u>	\$ 217.00	No	Date:		Objective: Recover Cost (Regulatory Fee) Prop 26 Exception: 3 Full Cost: \$ 209.33		\$ 209.00	-3.7%
<u>Color Photographs</u> 4" x 6" Per copy Travel Cost	\$ Actual Cost	No	Date:	6/10/2008	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost	Actual cost of duplication.	\$ Actual Cost	

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Color Photographs</u> 5" x 7" Per copy Travel Cost	\$ Actual Cost	No	Date: 6/10/2008 Res. No.: 08-7525		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost	Actual cost of duplication.	\$ Actual Cost	
<u>Color Photographs</u> 8" x 10" Per copy Travel Cost	\$ Actual Cost	No	Date: 6/10/2008 Res. No.: 08-7525		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost	Actual cost of duplication.	\$ Actual Cost	
<u>Color Photographs</u> 11" x 14" Per copy Travel Cost	\$ Actual Cost	No	Date: 6/10/2008 Res. No.: 08-7525		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost	Actual cost of duplication.	\$ Actual Cost	
<u>Color Photographs</u> 16" x 20" Per copy Travel Cost	\$ Actual Cost	No	Date: 6/10/2008 Res. No.: 08-7525		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost	Actual cost of duplication.	\$ Actual Cost	
<u>Color Photographs</u> 20" x 30" Per copy Travel Cost	\$ Actual Cost	No	Date: 6/10/2008 Res. No.: 08-7525		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Actual Cost	Actual cost of duplication.	\$ Actual Cost	

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Crime Analysis Reports</u>	\$ 0.20 per page	No	Date: 6/10/2008 Res. No.: 08-7525		Objective: Recover Cost User Fee Prop 26 Exception: 1,2 Full Cost: \$ 0.20	Per Public Records Act	\$ 0.20 per page	
<u>Dispatch service required for special events</u>	\$ 223.00 per hour	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 226.00		\$ 226.00 per hour	1.3%
<u>Driving Under the Influence Emergency Response</u>	Per current salary schedule plus benefits and current citywide overhead	No	Date: 6/15/1999 Government Code Sections: 53150 and 53154		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: As calculated		Per current salary schedule plus benefits and current citywide overhead	
<u>False Alarm Calls</u>			Date: 1/28/2020		Objective: Recover Cost Penalty	(Regulatory Fee)		
Second false alarm	\$ 50.00	No	R. No.: 2012				\$ 50.00	
Third false alarm	\$ 111.00	No	R. Date: 1/14/2020		Prop 26 Exception: 1,2,5		\$ 111.00	
Fourth false alarm (\$25 penalty)	\$ 136.00	No					\$ 136.00	
Fifth & subsequent false alarms (\$50 penalty)	\$ 161.00	No			Full Cost: \$ 176.17		\$ 161.00	

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			ORDINANCE NUMBER & DATE (if applicable)					
False Alarm Calls Dispatch for a Holdup Alarm	\$ 121.00 In addition to false alarm fees	No	Date: 5/8/2018 R. No.: 1735 R. Date: 6/1/1999		Objective: Recover Cost Penalty Prop 26 Exception: 1,2,5 Full Cost: \$ 138.50	(Regulatory Fee)	\$ 121.00	
Fingerprinting LiveScan (Sent to Department of Justice)	\$ 52.00 per roll	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 63.67	Does not include mandated FBI/DOJ Live Scan fees.  (Regulatory Fee)	\$ 63.67 per roll	22.4%
Fingerprinting Hard Card (Person takes card with them)	\$ 69.00 per card	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 63.67	Does not include mandated FBI/DOJ Live Scan fees.  (Regulatory Fee)	\$ 63.67 per card	-7.7%
ID Card Renewal (for multiple applicants)	\$ 100.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021 Other:		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 95.50		\$ 95.50	-4.5%

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Message Establishment Application</u>	\$ 691.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 1,375.25	Does not include mandated DOJ/FBI Live Scan fees.  (Regulatory Fee)	\$ 760.10	10.0%	
<u>Message Establishment Application - Sole Proprietor</u>	\$ 140.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 998.00		\$ 154.00	10.0%	
<u>Message Establishment Renewal</u>	\$ 555.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 1,184.25	(Regulatory Fee)	\$ 610.50	10.0%	
<u>Message Establishment Renewal Sole Proprietor</u>	\$ 98.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 854.75		\$ 107.80	10.0%	
<u>Message Establishment Inspections / Follow-Up</u>	\$ 493.00	No	Date: 6/22/2024 R. No.: 21-8984 R. Date: 6/22/2024	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 659.00	Remove from schedule. Fee category not used. Collected via renewal fees or initial application fees.	\$		

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
POLICE

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED		FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)					
<u>Massage Establishment Permit Amendments</u>	\$ 45.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 95.50		\$ 49.50	10.0%
<u>Motor Funeral Escort Company Initial</u>	\$ 349.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 334.25	Does not include mandated DOJ/FBI Live Scan fees.	\$ 334.25	-4.2%
<u>Motor Funeral Escort Company Renewal</u>	\$ 76.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 143.25		\$ 143.25	88.5%
<u>Motor Funeral Escort Driver Initial</u>	\$ 349.00	No	Date: R. No.: R. Date:		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 143.25	Adding to fee schedule for clarification purposes Not a new fee. Inadvertently excluded from prior fee schedule.	\$ 143.25	-59.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Motor Funeral Escort Driver Renewal</u>	\$ 76.00	No	<b>Date:</b>		<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 3 <b>Full Cost:</b> \$ 143.25	Adding to fee schedule for clarification purposes Not a new fee. Inadvertently excluded from prior fee schedule.	\$ 143.25	88.5%
<u>Off-duty employment:</u>	Per current salary schedule plus benefits and current citywide overhead	No	<b>Date:</b>	6/6/2006	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> As calculated		Per current salary schedule plus benefits and current citywide overhead	
<u>Pawn/Secondhand Dealer - Registration</u>	\$ 220.00	No	<b>Date:</b>		<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 3 <b>Full Cost:</b> \$ 143.25	Does not include mandated DOJ/FBI Live Scan fees.  (Regulatory Fee)	\$ 143.25	-34.9%
<u>Pawn/Secondhand Dealer - Renewal</u>	\$ 100.00	No	<b>Date:</b>	6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 3 <b>Full Cost:</b> \$ 95.50	(Regulatory Fee)	\$ 95.50	-4.5%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Photo CD's</u>	\$ 3.00 per CD	No	Date: 6/10/2008 Res. No.: 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 3.00	PRA - no labor fee	\$ 3.00 per CD	
<u>Police Reports</u>  Per page	\$ 0.20 per page	No	Date: 6/10/2008 Res. No.: 08-7525	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 0.20	Per Public Records Act	\$ 0.20 per page	
<u>Private Security - Registration</u>	\$ 200.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 191.00		\$ 191.00	-4.5%
<u>Private Security - Renewal</u>	\$ 76.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 95.50		\$ 95.50	25.7%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Public Entertainment Application Background Investigation</u> (Includes one rolling fee)	\$ 594.00	No	Date:		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 221.25	Does not include mandated DOJ/FBI Live Scan fees.  (Regulatory Fee)	\$ 221.25	-62.8%
<u>Public Entertainment Application Renewal</u>	\$ 594.00	No	Date:		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 173.50	Adding to fee schedule for clarification purposes Not a new fee. Inadvertently excluded from prior fee schedule.	\$ 173.50	-70.8%
<u>Public Entertainment Application General Rolling Fee</u> (for additional employees)	\$ 79.00	No	Date:	4/28/2020	Objective:- Recover Cost Prop 26 Exception: 3 Full Cost: \$ 63.67	Does not include mandated DOJ/FBI Live Scan fees. Already addressed via separate fee	\$ 63.67	-19.4%

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			ORDINANCE NUMBER & DATE (if applicable)				
<u>Public Entertainment General</u>  Fines for Violation (Infraction): 1st Offense	\$ 150.00	No	Date:  O. No.: 1748 O. Date: 2/15/2000	Objective: Penalty  Prop 26 Exception: 5  Full Cost: \$ 150.00		\$ 150.00	
<u>Public Entertainment General</u>  Fines for Violation (Infraction): 2nd Offense	\$ 301.00	No	Date:  O. No.: 1748 O. Date: 2/15/2000	Objective: Penalty  Prop 26 Exception: 5  Full Cost: \$ 300.00		\$ 300.00	-0.3%
<u>Public Entertainment General</u>  Fines for Violation (Infraction): Subsequent Offenses	\$ 757.00	No	Date: 6/22/2021  O. No.: 1748 O. Date: 2/15/2000	Objective: Penalty  Prop 26 Exception: 5  Full Cost: \$ 750.00		\$ 750.00	-0.9%

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Release of Stored Vehicles</u>	\$ 86.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 95.83	(Regulatory Fee)	\$ 95.83	11.4%
<u>Repo Fee</u>  (Repossessed Vehicles)	\$ 15.00	No	Date: 4/28/2020  Government Code Section: 41612		Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 47.83	Mandated by State Law.	\$ 15.00	
<u>Residential Parking Permit</u> Resident Permit Parking Pass / Guest Parking Pass within Designated Resident Permit Parking area	\$ 33.00	No	Date: 1/11/2011 R. No.: 11-7815 R. Date: 1/11/2011		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 31.83	(Regulatory Fee)	\$ 31.83	-3.5%
<u>Second Response Ordinance</u>	Per current salary schedule plus benefits and current citywide overhead	No	Date: 8/22/1990 O. No.: 1849 O. Date: 11/24/2009 Code Section 9.05.020		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: As calculated	(Regulatory Fee)	Per current salary schedule plus benefits and current citywide overhead	

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Solicitor / Peddler Application</u> Background Investigation	\$ 283.00	No	Date:		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 334.25	Does not include mandated DOJ/FBI Live Scan fees.  (Regulatory Fee)	\$ 334.25	18.1%
<u>Solicitor / Peddler Renewal</u>	\$ 100.00	No	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 143.25		\$ 143.25	43.3%
<u>Solicitor/Peddler Application - Employee Only</u>	\$ 150.00	No	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 143.25		\$ 143.25	-4.5%
<u>Taxicab/Pedicab Company Application</u>	\$ 7,126.00	No	Date:	6/22/2021	Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 6,780.50	Does not include mandated DOJ/FBI Live Scan fees.  (Regulatory Fee)	\$ 6,780.50	-4.8%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
Taxicab/Pedicab Company Renewal	\$ 3,562.00 (total fee) 712.40 (per year) total fee is collected over 5-year period	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 3,581.25	Total cost of five-year permit is \$3,581. Fee is annualized.	\$ 716.25 (per year) total fee is collected over 5-year period	0.5%
Taxicab/Pedicab Driver Application	\$ 250.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 143.25	Does not include mandated DOJ/FBI Live Scan fees.  (Regulatory Fee)	\$ 143.25	-42.7%
Taxicab/Pedicab Driver Renewal, Retest or Reinspection	\$ 100.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 143.25	(Regulatory Fee)	\$ 143.25	43.3%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
<u>Taxicabs/Pedicab</u> Annual Safety Inspection Fee	\$ 100.00	No	Date: 4/28/2020 R. No.: 1713 R. Date:		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 191.00	(Regulatory Fee)	\$ 191.00	91.0%
<u>Tow Drivers</u> Application	\$ 233.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021		Objective: Recover Cost Prop 26 Exception: 3 Full Cost: \$ 143.25	Does not include mandated DOJ/FBI Live Scan fees.  (Regulatory Fee)	\$ 143.25	-38.5%
<u>USB Drive for Police Reports</u>	\$ 8.00	No	Date: 7/16/2019 R. No.: R. Date:		Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 8.00		\$ 8.00	

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
POLICE / SVACA

RESOLUTION NUMBER:

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DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
<b>ANIMAL CONTROL</b>							
<b>LICENSE FEES</b>							
<b><u>Dog License Fees</u></b>							
Altered One Year	\$ 25.00	No	<b>Date:</b> 3/27/2019  <b>Res. No.</b> SVACA 2019-2  <b>Res. Date:</b> 3/27/2019	<b>Objective:</b> Recover Cost of User Fee Penalty  <b>Prop 26 Exception:</b> 3  <b>Full Cost:</b> N/A	For owners who are 65 years of age or older, there is no license fee charged for the first animal. Fees will apply to the second and additional animals for such owners.  State law requires that dogs must be licensed by the age of (4) four months.  Failure to license a dog by the age of (4) four months, or within 30 days of acquisition or within 30 days of residency (for a new resident) or within 30 days of the expiration date of a previously issued license will be subject to the Late (Delinquent) Fee.  Dog licenses are not transferable from one owner to the next.	\$ 25.00	
Altered Two Years	\$ 37.00	No				\$ 37.00	
Altered Three Years	\$ 50.00	No				\$ 50.00	
Unaltered One Year	\$ 100.00	No				\$ 100.00	
<b><u>Cat License Fees</u></b>							
Altered One Year	\$ 15.00	No				\$ 15.00	
Altered Two Years	\$ 23.00	No				\$ 23.00	
Altered Three Years	\$ 30.00	No				\$ 30.00	
Unaltered One Year	\$ 50.00	No				\$ 50.00	
<b><u>Other License Fees</u></b>							
Replacement Tag	\$ 5.00	No	<b>Date:</b> 3/27/2019  <b>Res. No.</b> SVACA 2019-2  <b>Res. Date:</b> 3/27/2019	Fee collected to offset the cost of expenses for a new web based licensing program. The program simplifies the licensing process for animal owners and increases staff efficiency. Service is optional. Owners may still renew or license in person or by mail.		\$ 5.00	
Late (Delinquent) Fee - Licensing	\$ 50.00	No				\$ 35.00	-30.0%
Courtesy Fee	\$ 2.00	No				\$ 2.00	

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)					
<b>SHELTER SERVICES</b>								
<b><u>Impound/Redemption Fees</u></b>								
<b><u>Dogs and Cats</u></b>								
Altered-1st Offense	\$ 35.00	No	<b>Date:</b> 3/27/2019	<b>Objective:</b> Recover Cost	Includes animals impounded for rabies quarantine. 3 Offenses accumulate through the life of the animal.	\$ 35.00		
Unaltered-1st Offense	\$ 100.00	No	<b>Res. No.</b> SVACA 2019-2	<b>Prop 26 Exception:</b> 3		\$ 100.00		
Altered or Unaltered-2nd Offense	\$ 125.00	No	<b>Res. Date:</b> 3/27/2019	<b>Full Cost:</b> N/A		\$ 125.00		
Altered or Unaltered-3rd Offense	\$ 175.00	No				\$ 175.00		
Altered or Unaltered-4th Offense	\$ 205.00	No				\$ 205.00		
<b><u>Other Domestic/Exotic</u></b>								
Large animal (horse, pig, etc.)	\$ 75.00	No				\$ 75.00		
Small Animal (bird, rabbit, etc.)	\$ 28.00	No			\$ 28.00			
<b><u>Boarding Fees</u></b>								
per day or portion thereof:								
Dogs and Cats	\$ 22.00	No			\$ 22.00			
All Other Animals	\$ 11.00	No			\$ 11.00			
<b>ADOPTION FEES</b>								
<b><u>Type of Animal</u></b>								
Dog	\$ 150.00	No	<b>Date:</b> 3/27/2019	<b>Objective:</b> Recover Cost	SVACA reserves the right to deny adoptions in certain circumstances for cause.	\$ 150.00		
Cat	\$ 100.00	No	<b>Res. No.</b> SVACA 2019-2	<b>Prop 26 Exception:</b> 3		\$ 100.00		
Kitten (less than six months)	\$ 150.00	No	<b>Res. Date:</b> 3/27/2019	<b>Full Cost:</b> N/A		\$ 150.00		
Rabbit	\$ 30.00	No				\$ 30.00		
Small Animal	\$ 20.00	No				\$ 20.00		
Bird	\$ 20.00	No				\$ 20.00		
Dog Behavior Training Deposit	\$ 100.00	No				\$ 100.00		

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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			ORDINANCE NUMBER & DATE (if applicable)				
<b>ANIMAL SURRENDER FEES</b>							
Dog/Cat	\$ 150.00	No	<b>Date:</b> 3/27/2019	<b>Objective:</b> Recover Cost		\$ 150.00	
Other	\$ 40.00	No		User Fee		\$ 40.00	
			<b>Res. No.</b> SVACA 2019-2	<b>Prop 26 Exception:</b> 3			
			<b>Res. Date:</b> 3/27/2019	<b>Full Cost:</b> N/A			
Disposal							
Small Animals	\$ 25.00	No				\$ 25.00	
Dog/Cat/Rabbit	\$ 50.00	No				\$ 50.00	
Dogs and others over 150 lbs.	\$ 125.00	No				\$ 125.00	
<b>TRAP FEES</b>							
No Daily Fees			<b>Date:</b> 3/27/2019	<b>Objective:</b> Recover Cost	Maximum rental period on all traps is 2 weeks, unless extended by SVACA staff.		
Refundable Deposit	\$ 100.00	No		User Fee			
			<b>Res. No.</b> SVACA 2019-2	<b>Prop 26 Exception:</b> 3			
			<b>Res. Date:</b> 3/27/2019	<b>Full Cost:</b> N/A			

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**POLICE / SVACA**

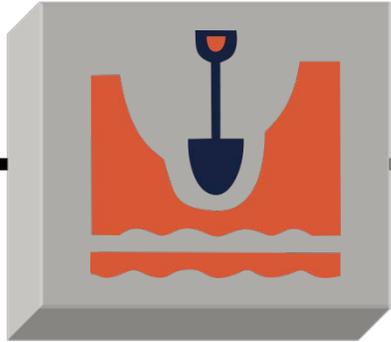
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			ORDINANCE NUMBER & DATE (if applicable)				
<b>OTHER FEES</b>							
Animal Establishment Fee	\$ 200.00	No	<b>Date:</b> 3/27/2019	<b>Objective:</b> Recover Cost		\$ 200.00	
Animal Rescue Registration	\$ 25.00	No		User Fee		\$ 25.00	
Keeping of Animal or Fowl Permit	\$ 50.00	No	<b>Res. No.</b>	Penalty		\$ 50.00	
Dangerous Dog Fee	\$ 200.00	No	SVACA 2019-2			\$ 200.00	
Field Service Charge, per trip	\$ 50.00	No	<b>Res. Date:</b>	<b>Prop 26 Exception:</b> 3		\$ 50.00	
Home Quarantine Fee	\$ 50.00	No	3/27/2019			\$ 50.00	
Returned Check Charge	\$ 50.00	No		<b>Full Cost:</b> N/A		\$ 50.00	
Lab Processing Fee	\$ 100.00	No				\$ 100.00	
Volunteer Materials Fee	\$ 35.00	No				\$ 35.00	
Records Request Fee	\$ 0.20/page	No				\$ 0.20/page	

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# Municipal Fee Schedule



## Public Works

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

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Parcel Map and Record of Survey Checking Fee (includes 3 checks)	\$ 7,760.49 per map	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 7,993.30		\$ 7,993.30 per map	3.0%
Parcel Map and Record of Survey Checking Fee (4th and subsequent reviews)	\$ 1,365.11			Full Cost: \$ 1,406.06		\$ 1,406.06	3.0%
Final Map Checking Fee - First 5 Lots (includes 3 checks)	\$ 9,875.45 plus	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 10,171.71		\$ 10,171.71	3.0%
Final Map Checking Fee - First 5 Lots (4th and subsequent reviews)	\$ 1,365.11	Yes		\$ 1,406.06		\$ 1,406.06	3.0%
Final Map Checking Fee per lot beyond 5 lots (includes 3 checks)	\$ 449.23			\$ 462.71		\$ 462.71	3.0%
Final Map Checking Fee per lot beyond 5 lots (4th and subsequent reviews)	\$ 449.23			\$ 462.71		\$ 462.71	3.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
Amended Parcel Map and Record of Survey Checking Fee (includes 2 checks)	\$ 3,240.63 per map	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 3,337.85		\$ 3,337.85 per map	3.0%
Amended Parcel Map and Record of Survey Checking fee (For the 3rd and subsequent reviews)	\$ 1,004.02			Full Cost: \$ 1,034.14		\$ 1,034.14	3.0%
Amended Final Map Checking Fee (includes 2 checks)	\$ 3,258.29 per map	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 3,337.85		\$ 3,337.85 per map	2.4%
Amended Final Map Checking Fee (For the 3rd and subsequent reviews)	\$ 1,004.02			Full Cost: \$ 1,034.14		\$ 1,034.14	3.0%
Processing Certificate of Correction (includes 2 checks)	\$ 3,626.54 per certificate	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 3,735.34		\$ 3,735.34 per map	3.0%
Processing Certificate of Correction (For the 3rd and subsequent reviews) (for Final/Parcel Maps.)	\$ 1,180.11			Full Cost: \$ 1,215.51		\$ 1,215.51	3.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

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Assessment District Reapportionment Fee - Assemblage/Parcel Split			Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6			
First two Parcels	\$ 8,640.10	No		Full Cost: \$ 8,804.00		\$ 8,804.00	1.9%
Each Subsequent Parcel	\$ 2,220.34	No		Full Cost: \$ 2,238.00		\$ 2,238.00	0.8%
Processing Certificate of Compliance (includes 2 checks)	\$ 1,645.95 per certificate	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 1,695.33		\$ 1,695.33 per certificate	3.0%
Processing Certificate of Compliance (For the 3rd and subsequent reviews)	\$ 933.45			Full Cost: \$ 961.45		\$ 961.45	3.0%
Lot Line Adjustment Processing (includes 3 checks)	\$ 7,063.49 per application	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 7,275.39		\$ 7,275.39 per application	3.0%
Lot Line Adjustment Processing (For the 4th and subsequent reviews)	\$ 1,180.11			Full Cost: \$ 1,215.51		\$ 1,215.51	3.0%

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Security Deposit for Survey Property Monument	\$ 1,621.62 per monument	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3,6 Full Cost: \$ 1,770.60 Full Cost: \$ 3,541.20	Adjust by Jan - Jan change in CCI See note 1	\$ 1,770.60 per monument	9.2%
Minimum Security Deposit	\$ 3,243.24 minimum per map	No				\$ 3,541.20 minimum per map	9.2%
Security Deposit for Survey City Standard Street Monuments	\$ 2,162.16 per monument	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 2,360.80 Full Cost: \$ 3,541.20	Adjust by Jan - Jan change in CCI See note 1	\$ 2,360.80 per monument	9.2%
Minimum Security Deposit	\$ 3,243.24 minimum per map	No				\$ 3,541.20 minimum per map	9.2%
Encroachment Permit:  Processing Fee for Project up to \$25K	\$ 375.75 per permit	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: \$ 390.00		\$ 390.00 per permit	3.8%
for Project over \$25K	\$ 751.50 per permit	Yes		Full Cost: \$ 780.00		\$ 780.00 per permit	3.8%
Permit Extension for all Projects	\$	Yes		Full Cost: \$ 435.50	New fee category only applies to extensions for all projects	\$ 435.50 per permit	

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<u>Encroachment Permit:</u>							
Engineering Plan Check for Projects up to \$25K (per plan set) - includes 3 checks	\$ 687.45	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: \$ 718.75		\$ 718.75	4.6%
Engineering Plan Check for Projects over \$25K (per plan sheet) - includes 3 checks	\$ 1,685.53	Yes		Full Cost: \$ 1,726.00		\$ 1,726.00	2.4%
Engineering Plan Check (per plan set) for Projects up to \$25K - 4th and subsequent review	\$ 150.51	Yes		Full Cost: \$ 155.50		\$ 155.50	3.3%
Engineering Plan check (per plan sheet) for Projects over \$25K - 4th and subsequent review	\$ 276.47	Yes		Full Cost: \$ 290.75		\$ 290.75	5.2%
Engineering Plan Check (per plan sheet) for Projects over \$25K for revisions after EP issuance	\$ 463.28	Yes		Full Cost: \$ 483.00		\$ 483.00	4.3%
<u>Encroachment Permit:</u>							
Engineering Inspection \$0-\$15K	\$ 465.42	Yes		Full Cost: \$ 468.00		\$ 468.00	0.6%
\$15,001-\$25K-base + 14.50% of cost above \$15K	\$ 465.42	Yes		Full Cost: \$ 468.00		\$ 468.00	0.6%
\$25,001-\$50K-base + 13.42% of cost above \$25K	\$ 1,901.16	Yes		Full Cost: \$ 1,917.60		\$ 1,917.60	0.9%
\$50,001-\$100K-base + 2.88% of cost above \$50K	\$ 5,228.47	Yes		Full Cost: \$ 5,273.40		\$ 5,273.40	0.9%
\$101K-\$200K-base + 5.75% of cost above \$100K	\$ 6,654.61	Yes		Full Cost: \$ 6,711.60		\$ 6,711.60	0.9%
\$201K-\$500K-base + 5.27% of cost above \$200K	\$ 12,359.17	Yes		Full Cost: \$ 12,464.40		\$ 12,464.40	0.9%
\$501K-\$1M-base + 4.99% of cost above \$500K	\$ 28,045.65	Yes		Full Cost: \$ 28,284.60		\$ 28,284.60	0.9%
>\$1M; base	\$ 52,762.94	Yes		Full Cost: \$ 53,213.40		\$ 53,213.40	0.9%
>\$1M for each additional \$500K or fraction thereof	\$ 12,729.00	Yes		Full Cost: \$ 13,423.20		\$ 13,423.20	5.5%

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Encroachment Permit: Slurry Seal Fee	\$ 2.12 per square ft, or	Yes	Date: 6/22/2021	Objective: Recover Cost	Adjust by Jan - Jan change in CCI  See note 1	\$ 2.31 per square ft, or	9.2%
	\$ 97.30 minimum	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 1,2,3 Full Cost: \$ 106.24		\$ 106.24 minimum	9.2%
Encroachment Permit: Field Marking-Storm Drain Up to 50 ft. of excavation	\$ 174.00	Yes	Date: 6/22/2021	Objective: Recover Cost	See Article 2 of Chapter 3.1 of Div. 5 of Title 1 of the Government Code.	\$ 175.50	0.9%
	\$ 174.00	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 1,2,3 Full Cost: \$ 175.50		\$ 175.50	0.9%
	\$ 116.35 plus Each additional 50 ft or fraction thereof	Yes		Full Cost: \$ 117.00		\$ 117.00 plus Each additional 50 ft or fraction thereof	0.6%
Encroachment Permit: Field Marking-Traffic Signal Up to 50 ft. of excavation	\$ 122.76	Yes	Date: 6/22/2021	Objective: Recover Cost	See note 2	\$ 132.75	8.1%
	\$ 122.76	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 2 Full Cost: \$ 132.75		\$ 132.75	8.1%
	\$ 82.20 plus Each additional 50 ft or fraction thereof	Yes		Full Cost: \$ 88.50		\$ 88.50 plus Each additional 50 ft or fraction thereof	7.7%

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Copy of Design Criteria	\$ 0.20 per page for public	No	Date: 6/9/2009 Res. No. 09-7631	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost	Citywide rate for copying plus sales tax.	\$ 0.20 per page for public	
Standard Details	\$ 0.05 per page for employees	No				\$ 0.05 per page for employees	
Standard Specifications							
Subdivision Code							
Property Development Ordinance							
Black Line Print of Plans on file	\$ Actual Cost	No	Date: 6/9/2009 Res. No. 09-7631	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost	Actual cost of duplication.	\$ Actual Cost	
Record Drawings Archiving Fee	\$ 80.06 per sheet	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 82.33		\$ 82.33 per sheet	2.8%
Watershed Map	\$ Actual Cost	No	Date: 6/9/2009 Res. No. 09-7631	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost	Actual cost of duplication.	\$ Actual Cost	

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Encroachment Agreement Application Into Easements	\$ 4,917.83 per application	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: \$ 4,982.50		\$ 4,982.50 per application	1.3%
Encroachment Agreement Application Into Rights-of-Way	\$ 5,339.48 per application	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,3 Full Cost: \$ 5,436.00		\$ 5,436.00 per application	1.8%
Preparation of Agreement/ Easement/Grant Deed (includes 2 checks)	\$ 5,258.73 per document	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Prop 26 Exception: 1,2 Full Cost: \$ 5,416.49		\$ 5,416.49 per document	3.0%
Preparation of Agreement/ Easement/Grant Deed (for the 3rd and subsequent review)	\$ 1,180.10	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Full Cost: \$ 1,215.50		\$ 1,215.50 For 3rd and subsequent review	3.0%
Preparation of Minor Agreement/ Easement/Grant Deed (includes 2 checks)	\$ 4,131.98 per document			Full Cost: \$ 4,255.94		\$ 4,255.94 per document	3.0%
Preparation of Minor Agreement/ Easement/Grant Deed (for the 3rd and subsequent review)	\$ 1,180.11			Full Cost: \$ 1,215.51		\$ 1,215.51 For 3rd and subsequent review	3.0%

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Combination Agreement/ Grant Deed for the same lot (includes two checks)	\$ 6,943.72 both documents	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 7,152.03		\$ 7,152.03 both documents	3.0%
Combination Agreement/Grant Deed for the same lot (For the 3rd and subsequent review) <del>Preparation of Minor Easement/Grant Deed</del>	\$ 1,180.11			Full Cost: \$ 1,215.51		\$ 1,215.51	3.0%
Document Recordation Fee	\$ Actual Cost	No	Date:  Res. No. 08-7527 Res. Dat 6/10/2008	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost	Fee to recover direct costs for recording documents at the County Recorder.	\$ Actual Cost	

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Review of Agreements & Easements	\$ 4,491.92 per document	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 4,482.00		\$ 4,482.00 per document	-0.2%
Review of Minor Agreements & Easements	\$ 2,730.60	Yes		Full Cost: \$ 2,743.00		\$ 2,743.00 per document	0.5%
Outside 3rd Party Review or Inspection of Items within public ROW or City Easements	\$ Actual Cost with Initial Deposit	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost		\$ Actual Cost with Initial Deposit	
Overtime Plan Check, Mapping Review, etc.	\$ Actual Cost with Initial Deposit	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost		\$ Actual Cost with Initial Deposit	
Outside 3rd Party Review for Survey or Mapping	\$ Actual Cost with Initial Deposit	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: Cost		\$ Actual Cost with Initial Deposit	

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Storm Drain Outlet Charge	\$ 7,510.26 per acre	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 8,200.24	Adjust by Jan - Jan change in CCI See note 1	\$ 8,200.24 per acre	9.2%
Storm Outlet Charge Institutional  (allowed under certain conditions)	\$ 7,510.26 per acre  \$ 2,488.64 per acre	Yes  Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: varies	Adjust by Jan - Jan change in CCI See note 1	\$ 8,200.24 per acre  \$ 2,717.28 per acre	9.2%  9.2%
Sanitary Sewer Outlet Charge Residential-Single Family  (choose the greatest and add Conveyance Fee)	\$ 441.07 per unit  \$ 1,658.38 per lot  \$ 7,510.26 per acre	Yes  Yes  Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: varies	Adjust by Jan - Jan change in CCI See note 1	\$ 481.60 per unit  \$ 1,810.74 per lot  \$ 8,200.24 per acre	9.2%  9.2%  9.2%
Sanitary Sewer Outlet Charge Trailer Parks & Mobile Homes  (choose the greatest and add Conveyance Fee)	\$ 620.00 per lot  \$ 7,510.26 per acre	Yes  Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: varies	Adjust by Jan - Jan change in CCI See note 1	\$ 676.96 per lot  \$ 8,200.24 per acre	9.2%  9.2%

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<u>Sanitary Sewer Outlet Charge</u> Condo & Planned Unit Development (choose the greatest and add Conveyance Fee)	\$ 441.07 per unit	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: varies	Adjust by Jan - Jan change in CCI See note 1	\$ 481.60 per unit \$ 8,200.24 per acre	9.2% 9.2%
<u>Sanitary Sewer Outlet Charge</u> Commercial & Industrial (choose the greatest and add Conveyance Fee)	\$ 1,658.38 per lot \$ 7,510.26 per acre	Yes Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: varies	Adjust by Jan - Jan change in CCI See note 1	\$ 1,810.74 per lot \$ 8,200.24 per acre	9.2% 9.2%
<u>Sanitary Sewer Outlet Charge - Conveyance Fee</u> Residential	\$ 4,218.00 per dwelling unit	No	Date: 5/8/2018 R. No.: 10-7741 R. Date: 6/15/2010	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 4,605.52	See note 1	\$ 4,218.00 per dwelling unit	
Accessory Dwelling Unit*	\$ 2,653.00	No	O. No.: 1968 O. Date: 8/22/2017	Full Cost: \$ 2,896.74	* See note 3 for accessory dwelling unit rate justification.	\$ 2,653.00	
<u>Sanitary Sewer Outlet Charge - Conveyance Fee</u> Non-residential	\$ 8.60 per gallon per day	No	Date: 6/15/2010 R. No.: 10-7741 R. Date: 6/15/2010	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 8.60		\$ 8.60 per gallon per day	

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<u>Sanitary Sewer Capacity Model Run Fee</u>	\$ 8,844.00 for initial run  time & material for subsequent model run	No	Date: 4/18/2017  R. No.: 08-7526 R. Date: 6/10/2008	Objective: Recover Cost  Prop 26 Exception: 6  Full Cost: \$ 9,109.32		\$ 9,109.32 for initial run  time & material for subsequent model run	3.0%
<u>Existing Improvements</u> A. Street Improvements Residential Commercial Industrial	\$ 105.51 \$ 223.78 \$ 161.08 per front foot	No No No	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 6  Full Cost: varies	Adjust by Jan - Jan change in CCI	\$ 115.20 \$ 244.34 \$ 175.88 per front foot	9.2% 9.2% 9.2%
<u>Existing Improvement</u> B. Street Curbing	\$ 38.49 per front foot	No	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 6  Full Cost: \$ 42.02	Adjust by Jan - Jan change in CCI	\$ 42.02 per front foot	9.2%
<u>Existing Improvement</u> C. Sidewalk Improvements	\$ 15.35 per square foot	No	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 6  Full Cost: \$ 16.76	Adjust by Jan - Jan change in CCI	\$ 16.76 per square foot	9.2%

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Existing Improvement (cont'd) D. Street Name Signs	\$ 0.27 per front foot	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 0.29	Adjust by Jan - Jan change in CCI	\$ 0.29 per front foot	9.2%
Existing Improvement (cont'd) E. Sanitary Sewers	\$ 38.37 per front foot	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 41.90	Adjust by Jan - Jan change in CCI	\$ 41.90 per front foot	9.2%
Existing Improvement (cont'd) F. Storm Drains	\$ 38.37 per front foot	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 41.90	Adjust by Jan - Jan change in CCI	\$ 41.90 per front foot	9.2%
Existing Improvement (cont'd) G. Right-of-way and/or Easements	\$ Use original cost per square foot	No	Date: 6/29/1989 R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: Cost	Original cost paid by the City will be charged. Each case is unique and will require research for its original cost.	\$ Use original cost per square foot	

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RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
<u>Recreation Tax (Bedroom) - New Construction-Permit</u> First Bedroom  Each additional	\$ 15.00  \$ 5.00 per bedroom	No  No	Date: 8/5/1969  O. No.: 1216 O. Date: 8/5/1969	Objective: User Fee  Prop 26 Exception: 6  Full Cost: \$ 15.00	See SCCC 3.15.020	\$ 15.00  \$ 5.00 per bedroom	
<u>Recreation Tax (Bedroom) - Additions</u>  Each additional	\$ 5.00 per bedroom	No	Date: 8/5/1969  O. No.: 1216 O. Date: 8/5/1969	Objective: User Fee  Prop 26 Exception: 6  Full Cost: \$ 5.00	See SCCC 3.15.020	\$ 5.00 per bedroom	
<u>Traffic Impact Fee pre 10/22/18</u> Office/R & D Industrial Warehousing, Utilities Communications Hotel-Motel	per square foot \$ 1.07 \$ 0.73 \$ 0.21  \$ 435.67 per room	No No No No	Date: 6/22/2021    Res. No. 10-7756 Res. Dat 7/6/2010	Objective: Impact Dev. Fee  Prop 26 Exception: 6  Full Cost: Varies	Applicable to areas within the Traffic Impact Fee Area Map. Projects entitled <b>before</b> October 22, 2018 will pay this Traffic Impact Fee. See Note 1 See SCMC 17.15.330	per square foot \$ 1.17 \$ 0.79 \$ 0.23  \$ 475.70 per room	9.2% 9.2% 9.2%  9.2%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
<u>Traffic Impact Fee</u>	per square foot		<b>Date:</b> 6/22/2021	<b>Objective:</b> Impact Dev. Fee	Applicable citywide.	per square foot	
Office/R & D	\$ 1.47	No			Projects entitled <b>on or after</b>	\$ 1.61	9.2%
Industrial	\$ 0.81	No	<b>R. No.:</b> 21-8981	<b>Prop 26 Exception:</b> 6	October 22, 2018 will pay this	\$ 0.88	9.2%
Warehousing, Utilities Communications	\$ 0.24	No	<b>R. Date:</b> 6/22/2021		Traffic Impact Fee.	\$ 0.26	9.2%
Retail	\$ 4.90	No	<b>O. No.:</b> 1986	<b>Full Cost:</b> Varies	Retail elements with total	\$ 5.35	9.2%
Hotel-Motel	\$ 772.21	No	<b>O. Date:</b> 8/21/2018		sq. ft. < 50,000 sf and any	\$ 843.15	9.2%
Multi-Family Residential	per room \$ 566.27	No			affordable housing units are	per room \$ 618.30	9.2%
Single-Family Residential	per dwelling unit \$ 1,274.11	No			exempt from paying this fee.	per dwelling unit \$ 1,391.16	9.2%
	per dwelling unit				See Note 1		
					See SCMC 17.15.330		
<u>Tasman East Specific Plan Area Impact Fee</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Impact Dev. Fee			
Multi-Family Residential	\$ 6,884.34 per dwelling unit	No				\$ 7,516.82 per dwelling unit	9.2%
			<b>R. No.:</b> 21-8981	<b>Prop 26 Exception:</b> 6	See Note 1		
			<b>R. Date:</b> 6/22/2021				
			<b>O. No.:</b> 2026	<b>Full Cost:</b> Varies			
			<b>O. Date:</b> 11/17/2020				
<u>Oversize, Overweight Vehicles Fee</u>	per vehicle		<b>Date:</b> 6/7/2005	<b>Objective:</b> User Fee	Statewide rate	per vehicle	
Single	\$ 16.00	No	<b>O. No.:</b>	<b>Prop 26 Exception:</b> 3		\$ 16.00	
Annual	\$ 90.00	No	<b>O. Date:</b>	<b>Full Cost:</b> \$ 130.00		\$ 90.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
Traffic Flow Map - Mailed	\$ 38.43 each	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 43.33 Full Cost: \$ 21.67		\$ 43.33 each	12.8%
Traffic Flow Map - Not Mailed	\$ 19.22 each	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 43.33 Full Cost: \$ 21.67		\$ 21.67 each	12.8%
Storage or Refuse Bins on City Street	\$ 151.00 each	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 260.00		\$ 151.00	
Subdivision Committee Review: Tentative Map (4 or fewer lots)	\$ 1,522.21	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 1,544.50		\$ 1,544.50	1.5%
Subdivision Committee Review: Tentative Map (5 or more lots)	\$ 2,423.15	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 2,459.50		\$ 2,459.50	1.5%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
Subdivision Committee Review: Lot Line Adjustment	\$ 689.58	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 699.50		\$ 699.50	1.4%
Project Clearance Committee Review: Preliminary application/Re-Zoning/ Architect Review	\$ 861.44	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 863.50		\$ 863.50	0.2%
Project Clearance Committee Review: Use Permit/Variance	\$ 418.44	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 423.00		\$ 423.00	1.1%
Project Clearance Committee Review: CEQA - Initial Study Review	\$ 2,674.02	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 2,745.00		\$ 2,745.00	2.7%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / ENGINEERING/LPD; DESIGN; TRAFFIC

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE or CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED ORDINANCE NUMBER & DATE (if applicable)	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
Project Clearance Committee Review: CEQA - EIR Review	\$ 4,460.97	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 4,533.50		\$ 4,533.50	1.6%
Project Clearance Committee Review: Traffic Study Report Review (without EIR)	\$ 2,681.48	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 2,772.00		\$ 2,772.00	3.4%
Cost Analysis for Development - CAD - Minor (accessory dwelling unit, single family home, and up to 4 residential units)	\$ 416.31	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 422.50		\$ 422.50	1.5%
Cost Analysis for Development - CAD - Major	\$ 1,011.95	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 1,032.25		\$ 1,032.25	2.0%

**PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION**  
**JUSTIFICATION FOR INCREASE IN FEES, RATES, AND CHARGES**

**NOTE 1:** Fees, rates, and charges to recover costs for these types of fees/reimbursements for public improvements are proposed to be increased 9.2% above 2021-22 fees, rates, and charges, consistent with the percentage increase in the Construction Cost Index (January 2022) as published by the Engineering News-Record.

**NOTE 2:** Fees, rates, and charges to recover costs for Field Marking – Traffic Signal Engineering Services is equal to the Field Marking – Fiber which services are performed by the same Silicon Valley Power (SVP) field staff.

**NOTE 3:** City is required to charge a pro-rated sanitary sewer conveyance fee for accessory dwelling units per City Ordinance 1968. An accessory dwelling unit is equivalent to an apartment and will be charged a sanitary sewer conveyance fee equivalent to 62.9% of the sanitary sewer conveyance fee for a single-family home. This 62.9% is based on the ratio of an apartment daily average discharge of 154 gallons per day (gpd) over a single-family home daily average discharge of 245 gpd ( $154 \text{ gpd}/245 \text{ gpd} = 0.629$ ).

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

**PUBLIC WORKS / STREET / STORM DRAIN DIVISION**

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	OBJECTIVE	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	1=Recover Cost 2=User Tax 3=User Fee 4=Penalty 5=Compliance 6=Impact Development Fee	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
1. Active construction site inspections of projects over one (1) acre in size and high priority sites during wet season (Oct. - Apr.) as required by Provision C.6 of MRP	\$ 202.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 204.00	MRP requires inspection of sites once a month during wet season. 7 inspections per year required if permit is open during wet season, plus reinspections as needed.	\$ 204.00	1.0%
2. Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 1)	\$ 549.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 561.00	Inspection frequency of businesses that have filed a Notice of Intent (NOI) is once per year as required by the Municipal Regional Stormwater NPDES Permit.	\$ 561.00	2.2%
3. Industrial/commercial facility stormwater inspections as required by Provision C.4 of MRP (Tier 2)	\$ 202.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 204.00	Businesses that received a Notice of Violation during an industrial/commercial stormwater inspection the previous year are required to be inspected the following year.	\$ 204.00	1.0%
4. Operation & maintenance inspection of stormwater treatment systems installed on projects as required by Provision C.3 of MRP	\$ 202.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 204.00	Operation & maintenance inspections required on annual basis to ensure the stormwater treatment systems are properly maintained.	\$ 204.00	1.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

**PUBLIC WORKS / STREET / STORM DRAIN DIVISION**

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	OBJECTIVE	FEE DETAIL	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	1=Recover Cost 2=User Tax 3=User Fee 4=Penalty 5=Compliance 6=Impact Development Fee	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
5. Operation & maintenance Administration of permanent stormwater treatment systems installed on projects as required by Provision C.3 of MRP	\$ 193.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 204.00		\$ 204.00	5.7%
6. Stormwater Management Planning Application Plan review as required by Provision C.3 of MRP - First three (3) reviews	\$ 1,546.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 1,632.00		\$ 1,632.00	5.6%
7. Stormwater Management Building Application Improvement plans review for stormwater management compliance with Provision C.3 of MRP - First three (3) reviews	\$ 773.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 816.00		\$ 816.00	5.6%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / STREET / STREET MAINTENANCE DIVISION RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
<u>Pavement Restoration Charge</u> <u>Up to 3" Thick Asphalt</u> 1. First 80 cubic feet 2. Each additional cubic foot	\$ 4,028.00 up to 80 sq. ft.  \$ 39.00 per sq. ft.	Yes  Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 1,2  Full Cost: \$ 4,075.50	Pavement restoration charges are applied on work associated with utility street opening encroachment permits associated with repair of existing infrastructure, not utility trench work consisting of installation of new main and lateral lines.	\$ 4,075.50 up to 80 sq. ft.  \$ 40.00 per sq. ft.	1.2%  2.6%
<u>Engineering Plan Review</u> <u>per sheet (Streets)</u> 1. First three (3) reviews 2. Fourth and subsequent review	\$ 160.00  \$ 33.00	Yes  Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 1,2  Full Cost: \$ 168.75	Fee is applicable to trench repairs for City utilities street opening permits.	\$ 168.75  \$ 38.00	5.5%  15.2%
<u>Concrete Removal/Replace</u> <u>Charge - Curb/Gutter</u> 1. Base 2. Per linear ft.	\$ 373.26  \$ 69.93	Yes  Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 1,2  Full Cost: \$ 585.00	Fee is applicable to trench repairs for City utilities street opening permits.  Full cost recovery is being phased in over a 4 year period	\$ 467.00  \$ 70.00	25.1%  0.1%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / STREET / STREET MAINTENANCE DIVISION RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
<u>Concrete Removal/Replace Charge - Sidewalk</u>			<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost	Fee is applicable to trench repairs for City utilities street opening permits.  Full cost recovery is being phased in over a 4 year period		
1. Base	\$ 261.00	Yes	<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> 1,2		\$ 326.00	24.9%
2. Per square ft.	\$ 18.82	Yes		<b>Full Cost:</b> \$ 585.00		\$ 19.00	1.0%
<u>Traffic Sign Fabrication</u>	\$ 875.00	Yes	<b>Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost	Fee is for traffic sign fabrication.	\$ 904.50	3.4%
			<b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Prop 26 Exception:</b> 1,2			
				<b>Full Cost:</b> \$ 904.50			

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:

PUBLIC WORKS / STREET / PARKWAYS & BOULEVAI RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Street tree removal	\$ 225.00 per hour  Plus contract cost to remove tree & stump as specified in the Comments Section are added to the Fee.	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 1,2  Full Cost: \$ 225.00	Contract Costs: 1-3" dbh: \$55 4-6" dbh: \$110 7-12" dbh: \$220 13-24" dbh: \$987.50 25-36" dbh: \$1,650 37-48" dbh: \$2,500 49" and above dbh: \$2,000	\$ 225.00 per hour  Plus contract cost to remove tree & stump as specified in the Comments Section are added to the Fee.	
Street tree planting	\$ 598.00 per tree	Yes	Date: 6/22/2021  R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 1,2,6  Full Cost: \$ 625.00	Includes tractor, auger, fertilizer, compost & stakes and 15 gallon tree.	\$ 625.00 per tree	4.5%
Property development							
Engineering Plan Review per sheet - Initial Review			Date: 6/22/2021	Objective: Recover Cost	Initial Review includes up to three (3) plan checks.		
1. First three (3) reviews	\$ 168.00	Yes	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 2		\$ 168.75	0.4%
2. Fourth and subsequent review	\$ 34.00	Yes		Full Cost: \$ 168.75		\$ 37.50	10.3%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**PUBLIC WORKS / STREET / SOLID WASTE**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	OBJECTIVE	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	1=Recover Cost 2=User Tax 3=User Fee 4=Penalty 5=Compliance 6=Impact Development Fee				
Non-exclusive franchise hauler application fee	\$ 1,320.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	3	Objective: User Fee Prop 26 Exception: 2 Full Cost: \$1,378.00	Haulers that want to charge for solid waste collection services at properties zoned for Industrial use have agreements approved by Council at a Public Hearing.	\$ 1,378.00	4.4%
Solid Waste Management Planning Application Plan review as required by City Municipal Code - First three (3) reviews	\$ 760.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$816.00		\$ 816.00	7.4%
Solid Waste Management Building Permit Application Improvement plans review for solid waste management compliance with City's municipal codes - First three (3) reviews	\$ 760.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$816.00		\$ 816.00	7.4%
Construction & Demolition (C&D) waste management: Processing solid waste management and Green Halo reconciliation	\$ 190.00	Yes	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	1	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$204.00		\$ 204.00	7.4%

# Municipal Fee Schedule



## Water and Sewer Utilities

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## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
**WATER & SEWER UTILITIES / WATER**

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<del>5/8" x 3/4" water service</del>	<del>\$ 19,525.00</del>	No	<del>Date: 6/22/2021</del> <del>R. No.: 21-8981</del> <del>R. Date: 6/22/2021</del>	<del>Objective:- Recover Cost</del> <del>Prop 26 Exception: 6</del> <del>Full Cost: \$-16,768.00</del>	<del>Note: The cost of meters, backflows, and Encroachment Permit not included.</del>	<del>\$ 16,768.00</del>	<del>-14.1%</del>
New 1" water service	\$ 19,525.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 20,862.00	Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 20,862.00	6.8%
New 1" water service and abandon existing service SFR	\$ varies	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 25,229.00	Fee inadvertently excluded from schedule. Not a new fee.  Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 25,229.00	
<del>4-1/2" water service</del>	<del>\$ 19,525.00</del>	No	<del>Date: 6/22/2021</del> <del>R. No.: 21-8981</del> <del>R. Date: 6/22/2021</del>	<del>Objective:- Recover Cost</del> <del>Prop 26 Exception: 6</del> <del>Full Cost: \$-21,513.00</del>	<del>Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.</del>	<del>\$ 21,513.00</del>	<del>10.2%</del>

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
**WATER & SEWER UTILITIES / WATER**

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
New 2" water service	\$ 19,525.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 21,513.00	Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 21,513.00	10.2%
New 3" water service	\$ 42,498.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 45,156.00	Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 45,156.00	6.3%
New 4" water service	\$ 43,176.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 51,667.00	Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 51,667.00	19.7%
New 6" water service	\$ 43,602.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 51,942.00	Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 51,942.00	19.1%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**WATER & SEWER UTILITIES / WATER**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
New 8" water service	\$ 44,638.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 53,187.00	Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 53,187.00	19.2%
New 4" water service (Dual Meter Service)	\$	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 56,799.00	Fee inadvertently excluded from schedule. Not a new fee. Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 56,799.00	
New 6" water service (Dual Meter Service)	\$	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 58,511.00	Fee inadvertently excluded from schedule. Not a new fee. Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 58,511.00	
New 8" water service (Dual Meter Service)	\$	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 62,618.00	Fee inadvertently excluded from schedule. Not a new fee. Note: The cost of meters, backflows, Encroachment Permits, Soil Disposal, and Pavement Restoration not included.	\$ 62,618.00	

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Water Service – Meter Device Cost Only 5/8" x 3/4" water meter	\$ 114.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 158.00	This is the cost of the meter only If a backflow device is required, it will be a 1" backflow.	\$ 158.00	38.6%
New 1" Water Meter - Device Cost Only		No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 203.00	Fee inadvertently excluded from schedule. Not a new fee.	\$ 203.00	
New 1" water meter and backflow preventer - device cost only	\$ 640.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 565.00	Includes cost of meter and RP backflow prevention device. Fees for the meter or backflow can be assessed separately based on the discretion of the Water & Sewer Utilities.	\$ 565.00	-11.7%
New 1½" water meter and backflow preventer - device cost only	\$ 1,185.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 1,547.00	Includes cost of meter and RP backflow prevention device. Fees for the meter or backflow can be assessed separately based on the discretion of the Water & Sewer Utilities.	\$ 1,547.00	30.5%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
New 2" water meter and backflow preventer - device cost only	\$ 1,450.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 1,869.00	Includes cost of meter and RP backflow prevention device. Fees for the meter or backflow can be assessed separately based on the discretion of the Water & Sewer Utilities.	\$ 1,869.00	28.9%
New 3" water meter and backflow preventer - device cost only	\$ 2,108.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 4,717.00	Includes cost of meter and RP backflow prevention device. Fees for the meter or backflow can be assessed separately based on the discretion of the Water & Sewer Utilities.	\$ 4,717.00	123.8%
New 4" water meter and backflow preventer - device cost only	\$ 2,520.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 6,227.00	Includes cost of meter and RP backflow prevention device. Fees for the meter or backflow can be assessed separately based on the discretion of the Water & Sewer Utilities.	\$ 6,227.00	147.1%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
New 6" water meter and backflow preventer - device cost only	\$ 5,141.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 12,935.00	Includes cost of meter and RP backflow prevention device. Fees for the meter or backflow can be assessed separately based on the discretion of the Water & Sewer Utilities.	\$ 12,935.00	151.6%
New 8" water meter and backflow preventer - device cost only	\$ 21,045.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 17,967.00	Includes cost of meter and RP backflow prevention device. Fees for the meter or backflow can be assessed separately based on the discretion of the Water & Sewer Utilities.	\$ 17,967.00	-14.6%
New Fire hydrant	\$ 37,887.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6 Full Cost: \$ 39,814.00	For hydrant requested by property owner/developer.	\$ 39,814.00	5.1%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>New Fire Service</u> (Installation of fire service line)			Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 2,6 Full Cost: \$ 22,083.00	Cost for DCDA, RPDA, Encroachment Permit, Soil Disposal, Land Pavement Restoration not included.		
2" fire service	\$ 21,153.00	No		\$ 22,083.00		\$ 22,083.00	4.4%
4" fire service	\$ 45,034.00	No		\$ 50,947.00		\$ 50,947.00	13.1%
6" fire service	\$ 47,116.00	No		\$ 51,597.00		\$ 51,597.00	9.5%
8" fire service	\$ 53,464.00	No		\$ 52,486.00		\$ 52,486.00	-1.8%
10" fire service	\$ 61,395.00	No		\$ 54,835.00		\$ 54,835.00	-10.7%
<u>Fire Service Upgrade</u> (Upgrade device to <b>standard</b> DCDA or RPDA)			Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost  Prop 26 Exception: 2,6 Full Cost: \$ 10,181.00	Cost for DCDA, RPDA, or Encroachment Permit not included.		
<b>2" fire service</b>	\$			\$ 10,181.00		\$ 10,181.00	
4" fire service	\$ 18,657.00	No		\$ 20,734.00		\$ 20,734.00	11.1%
6" fire service	\$ 20,738.00	No		\$ 20,901.00		\$ 20,901.00	0.8%
8" fire service	\$ 23,096.00	No		\$ 21,097.00		\$ 21,097.00	-8.7%
10" fire service	\$ 31,027.00	No		\$ 21,942.00		\$ 21,942.00	-29.3%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<del>Cost of Backflow Preventer - device cost only</del>			Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,6			
2" DCDA	\$	No	R. No.: 21-8981	Full Cost: \$ 969.00	Fee inadvertently excluded from schedule. Not a new fee.	\$ 969.00	10.9%
4" DCDA	\$ 2,743.00	No	R. Date: 6/22/2021	Full Cost: \$ 3,042.00		\$ 3,042.00	11.4%
6" DCDA	\$ 4,082.00	No		Full Cost: \$ 4,549.00		\$ 4,549.00	8.0%
8" DCDA	\$ 7,832.00	No		Full Cost: \$ 8,462.00		\$ 8,462.00	0.9%
10" DCDA	\$ 12,062.00	No		Full Cost: \$ 12,173.00		\$ 12,173.00	
2" RPDA	\$	No		Full Cost: \$ 969.00	Fee inadvertently excluded from schedule. Not a new fee.	\$ 969.00	19.7%
4" RPDA	\$ 3,484.00	No		Full Cost: \$ 4,169.00		\$ 4,169.00	31.0%
6" RPDA	\$ 4,984.00	No		Full Cost: \$ 6,528.00		\$ 6,528.00	31.0%
8" RPDA	\$ 9,492.00	No		Full Cost: \$ 12,430.00		\$ 12,430.00	24.2%
10" RPDA	\$ 13,202.00	No		Full Cost: \$ 16,399.00		\$ 16,399.00	
Field Fire Hydrant Flow Test	\$ 1,905.00	No	Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 1,884.00	Recovery of full cost of doing fire-flow tests for new developments.	\$ 1,884.00	-1.1%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Portable hydrant meter and Deposit (Includes cost of RP backflow)	\$ 2,185.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ -	Deposit to ensure return of meter, or cover replacement if lost or damaged. \$125 of the deposit is non-refundable.	\$ 2,185.00	
Recycled hydrant meter and Deposit (Includes cost of RP backflow)	\$ 2,185.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 2,185.00	Deposit to ensure return of meter, or cover replacement if lost or damaged. \$125 of the deposit is non-refundable.	\$ 2,185.00	
Water meter test	\$ 435.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2,6 Full Cost: \$ 832.50	Non-routine testing of water meter when customer questions meter accuracy. Refundable if meter falls outside accepted range.	\$ 478.50	10.0%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Utility Engineering Plan Review</u>			Date: 6/22/2021	Objective: Recover Cost			
<u>Utility Engineering Plan Check for SFH Remodel (per plan set) - includes 3 checks</u>	\$		R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 3,6 Full Cost: \$ 620.00		\$ 620.00	
<u>Utility Engineering Plan Check for Projects up to \$25K (per plan set) - includes 3 checks</u>	\$ 649.00	No		Full Cost: \$ 1,067.00	Includes all projects with dry utility installation.	\$ 1,067.00	64.4%
<u>Utility Engineering Plan Check for Projects over \$25K (per sheet) - includes 3 checks</u>	\$ 1,848.00	No		Full Cost: \$ 2,580.00	Includes all projects with dry utility installation.	\$ 2,580.00	39.6%
<u>Utility Engineering Plan Check (per plan set for Projects up to \$25K and per sheet for Projects over \$25K) - 4th and subsequent review</u>	\$ 423.00	No		Full Cost: \$ 658.00	Includes all projects with dry utility installation.	\$ 658.00	55.6%
<u>Utility Engineering Inspection*</u>							
\$0-\$15K	\$ 361.00	No		Full Cost: \$ 576.00	*Use this fee for all SFH remodels	\$ 576.00	59.6%
\$15,001-\$25K-base + 13.73% of cost above \$15K	\$ 361.00	No		Full Cost: \$ 1,151.00		\$ 1,151.00	218.8%
\$25,001-\$50K-base + 11.87% of cost above \$25K	\$ 1,448.00	No		Full Cost: \$ 2,524.00		\$ 2,524.00	74.3%
\$50,001-\$100K-base + 2.22% of cost above \$50K	\$ 3,617.00	No		Full Cost: \$ 5,492.00		\$ 5,492.00	51.8%
\$101K-\$200K-base + 4.22% of cost above \$100K	\$ 6,027.00	No		Full Cost: \$ 6,602.00		\$ 6,602.00	9.5%
\$201K-\$500K-base + 3.03% of cost above \$200K	\$ 9,647.00	No		Full Cost: \$ 10,820.00		\$ 10,820.00	12.2%
\$501K-\$1M-base + 0.67% of cost above \$500K	\$ 20,500.00	No		Full Cost: \$ 19,922.00		\$ 19,922.00	-2.8%
>\$1M; base	\$ 41,001.00	No		Full Cost: \$ 23,252.00		\$ 23,252.00	-43.3%
>\$1M for each add'l \$500K or fraction thereof	\$ 12,427.00	No		Full Cost: \$ 7,157.00		\$ 7,157.00	-42.4%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Water Supply Assessment Preparation	\$ 13,787.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 13,500.00	Developers shall be required to pay for water supply assessment preparation (WSA) services rendered by the Water Utility.	\$ 13,500.00	-2.1%
Supplemental Assessment Preparation	\$ 8,823.00	No		Full Cost: \$ 8,640.00	Required due to changes in project.	\$ 8,640.00	-2.1%
Water reconnection fee - <del>normal</del> service reconnection	\$ 245.00 per account	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Penalty		\$ 245.00 per account	
Water <del>meter repair and replacement/</del> reconnection fee <del>due to meter tampering/illegal access</del>	\$ 445.00 per account  Fee to fix meter plus two (2) times the estimated cost of services used	No		Prop 26 Exception: 1,2,5 Full Cost: \$ 378.48 Full Cost: varies		\$ 445.00 per account  Fee to fix meter plus two (2) times the estimated cost of services used	
<del>Small</del> Water service abandonment (2" and smaller)	\$ 10,424.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 9,361.36	Note: The cost of Encroachment Permit, Soil Disposal, and Pavement Restoration not included.	\$ 9,361.36	-10.2%

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			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Large Water service abandonment (3" and larger)	\$ 15,288.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 19,985.44	Note: The cost of Encroachment Permit, Soil Disposal, and Pavement Restoration not included.	\$ 19,985.44	30.7%
Water service relocation	\$ 7,128.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 7,128.00	For service relocation of no more than 4 feet from the existing location. Note: The cost of Encroachment Permit, Soil Disposal, and Pavement Restoration not included.	\$ 7,128.00	
Field Marking - Water Up to 50 ft. of excavation	\$ 239.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 273.25		\$ 273.25	14.3%
Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	\$ 6.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 111.00		\$ 111.00	1750.0%
Field Marking - Recycled Water Up to 50 ft. of excavation	\$ 239.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 273.25		\$ 273.25	14.3%
Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	\$ 6.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 111.00		\$ 111.00	1750.0%

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Water and Fire Service Tap (2" and smaller)	\$ 786.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 1,062.00	Includes installation and inspection of water main tap only.	\$ 1,062.00	35.1%
Water and Fire Service Tap (4", 6", and 8")	\$ 920.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 1,188.00	Includes installation and inspection of water main tap only.	\$ 1,188.00	29.1%
Water and Fire Service Tap (10" and 12")	\$	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 1,588.00	Includes installation and inspection of water main tap only.	\$ 1,588.00	
Fire Hydrant (Inspection & Tap for Construction Installation Services)	\$ 6,944.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective:- Recover Cost Prop 26 Exception: 2 Full Cost: \$-6,191.00		\$ -6,191.00	-10.8%

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<u>Tapping-Insertion Valve Installation</u>			Date: 6/22/2021	Objective: Recover Cost	Includes installation and inspection of valve only.		
2" Valve	\$ 3,119.00	No	R. No.: 21-8981	Prop 26 Exception: 2,6 Full Cost: \$ 17,294.00		\$ 3,898.75	25.0%
3" Valve	\$ 3,232.00	No	R. Date: 6/22/2021	Full Cost: \$ 17,294.00		\$ 4,040.00	25.0%
4" Valve	\$ 5,001.00	No		Full Cost: \$ 14,602.00		\$ 14,602.00	192.0%
6" Valve	\$ 5,335.00	No		Full Cost: \$ 15,399.00		\$ 15,399.00	188.6%
8" Valve	\$ 5,638.00	No		Full Cost: \$ 16,097.00		\$ 16,097.00	185.5%
10" Valve	\$ 7,911.00	No		Full Cost: \$ 19,224.00		\$ 19,224.00	143.0%
12" Valve	\$ 8,777.00	No		Full Cost: \$ 20,764.00		\$ 20,764.00	136.6%
4" Valve (excavation included)	\$	No	Date:	Full Cost: \$ 25,500.00	Note: The cost of Encroachment Permit, Soil Disposal, and Pavement Restoration not included.	\$ 25,500.00	
6" Valve (excavation included)	\$	No		Full Cost: \$ 26,297.00		\$ 26,297.00	
8" Valve (excavation included)	\$	No	R. No.:	Full Cost: \$ 26,995.00		\$ 26,995.00	
10" Valve (excavation included)	\$	No	R. Date:	Full Cost: \$ 30,122.00		\$ 30,122.00	
12" Valve (excavation included)	\$	No		Full Cost: \$ 31,662.00		\$ 31,662.00	
Project Clearance Committee - Utility Engineering/ Subcommittee Review	\$ 601.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2,3 Full Cost: \$ 1,252.00		\$ 1,252.00	108.3%
Hold Harmless Agreement	\$ 1,016.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 966.00		\$ 966.00	-4.9%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
**WATER & SEWER UTILITIES / WATER**

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<del>Hydraulic Model Fire Flow (Hydraulic Model)</del> Single Family Homes (SFH) Others, Excluding SFH	\$ 672.00 \$ 1,522.00	No No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 959.00 Full Cost: \$ 2,131.00		\$ 959.00 \$ 2,131.00	42.7% 40.0%
Development Impact Analysis	\$	No	Date: R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 6 Full Cost: \$ 2,783.00	This is a hydraulic modeling fee for new development.	\$ 2,783.00	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**WATER & SEWER UTILITIES / WATER**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE, RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Water Service Upgrade <u>of Existing Service</u> excluding Device Cost			Date: 6/22/2021	Objective: Recover Cost			
5/8" x 3/4" water services and backflow preventer	\$ 10,464.00	No	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: 2 Full Cost: \$ 10,146.00	Note: The cost of meters, backflows, Encroachment Permit, Soil Disposal, and Pavement Restoration not included.	\$ 10,146.00	-3.0%
1" water service and backflow preventer	\$ 10,472.00	No		Full Cost: \$ 10,146.00		\$ 10,146.00	-3.1%
1-1/2" water service and backflow preventer	\$ 10,984.00	No		Full Cost: \$ 10,180.00		\$ 10,180.00	-7.3%
2" water service and backflow preventer	\$ 10,984.00	No		Full Cost: \$ 10,180.00		\$ 10,180.00	-7.3%
3" water service and backflow preventer	\$ 11,684.00	No		Full Cost: \$ 10,515.00		\$ 10,515.00	-10.0%

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
WATER & SEWER UTILITIES / SEWER

RESOLUTION NUMBER:

APPROVED:

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
Sewer lateral cleanout 4 inch lateral	\$ 2,006.40	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 10,208.00		When no cleanout exists, it is necessary that one be installed in order for City to have access to sewer lateral for courtesy maintenance. <i>Cleanout box is not included.</i>	\$ 2,207.04	10.0%
Sewer lateral cleanout 6 inch lateral or larger	\$ 9,929.70	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 10,364.00		When no cleanout exists, it is necessary that one be installed in order for City to have access to sewer lateral for courtesy maintenance. <i>Cleanout box is not included.</i>	\$ 10,922.67	10.0%
Cleanout box only	\$ 313.50	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 1,2 Full Cost: \$ 940.00			\$ 344.85	10.0%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:  
WATER & SEWER UTILITIES / SEWER**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE)	FULL COST FACTOR			
4" sewer lateral installation	\$ 37,669.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 40,443.20		Note: The cost of Encroachment Permit, Soil Disposal, and Pavement Restoration not included. No cleanout or box cost included.	\$ 40,443.00	7.4%
6" sewer lateral installation	\$ 37,669.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 40,443.20		Note: The cost of Encroachment Permit, Soil Disposal, and Pavement Restoration not included. No cleanout or box cost included.	\$ 40,443.00	7.4%
8" sewer lateral installation	\$ 37,669.00	No	Date: 6/22/2021 R. No.: 21-8981 R. Date: 6/22/2021	Objective: Recover Cost Prop 26 Exception: 2 Full Cost: \$ 40,443.20		Note: The cost of Encroachment Permit, Soil Disposal, and Pavement Restoration not included. No cleanout or box cost included.	\$ 40,443.00	7.4%

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**WATER & SEWER UTILITIES / SEWER**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
Sewer lateral video inspection	\$ 421.08	No	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 2 <b>Full Cost:</b> \$ 918.00	Video inspection of existing lateral to determine that its replacement is not required as a condition of redevelopment.	\$ 463.19	10.0%
<u>Encroachment Permit:</u> <u>Field Marking-Sanitary Sewer</u> Up to 50 ft. of excavation	\$ 205.00	No	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 273.25	See Article 2 of Chapter 3.1 of Div. 5 of Title 1 of the Government Code.	\$ 273.00	33.2%
Over 50 ft. - each additional 50 ft. or fraction thereof of excavation	\$ 205.00 plus	No		<b>Full Cost:</b> \$ 273.25		\$ 273.00 plus	33.2%
	\$ 4.00 per foot	No		<b>Full Cost:</b> \$ 111.00		\$ 111.00 each add'l 50 ft or fraction thereof	
<u>Fats, Oil and Grease (FOG)</u>  FOG Plan Review (Building Permits)	\$	No	<b>Date:</b> <b>R. No.:</b> <b>R. Date:</b>	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> 1,2,3 <b>Full Cost:</b> \$ 1,248.00	For new building permit applicants	\$ 1,248.00	
FOG Inspection (Building Permits)	\$	No		<b>Full Cost:</b> \$ 1,248.00		\$ 1,248.00	

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**WATER & SEWER UTILITIES / SEWER**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
<u>Temporary Wastewater Discharge Permit</u> (\$5.29/HCF or \$7.07/1000 gal)			Date:  R. No.: R. Date:	Objective: Recover Cost Prop 26 Exception: 1,2  Full Cost: \$ 278.70 Full Cost: \$ 561.50 Full Cost: \$ 915.00 Full Cost: \$ 1,622.00 Full Cost: \$ 2,329.00 Full Cost: \$ 3,036.00 Full Cost: \$ 3,743.00 Full Cost: Actual			
Up to 10,000 gallons Up to 50,000 gallons Up to 100,000 gallons Up to 200,000 gallons Up to 300,000 gallons Up to 400,000 gallons Up to 500,000 gallons More than 500,000 gallons	\$ \$ \$ \$ \$ \$ \$	No No No No No No No				\$ 278.70 \$ 561.50 \$ 915.00 \$ 1,622.00 \$ 2,329.00 \$ 3,036.00 \$ 3,743.00 \$ Actual	
<u>Wastewater Treatment Plant Capacity Fee</u> Residential Dwelling Unit	\$ 1,187.00 per dwelling unit	No	Date: 5/8/2018  O. No.: O. Date:	Objective: Recover Cost Prop 26 Exception: 2,6  Full Cost: \$ 2,380.95	<del>See SGGC 17-15-220(e) Sewer Treatment Plant Fee. To be brought forward later.</del>	\$ 1,187.00 per dwelling unit	
Accessory Dwelling Unit	\$ 747.00 per accessory dwelling unit	No	O. No.: 1968 O. Date: 8/22/2017		Accessory Dwelling Unit Charge per City Ordinance 1968 passed by Council on 8/22/2017.	\$ 747.00 per accessory dwelling unit	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

SUBMITTED BY DEPARTMENT / DIVISION:  
WATER & SEWER UTILITIES / SEWER

RESOLUTION NUMBER:

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DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR			
<u>Wastewater Treatment Plant Capacity Fee</u> Non-residential	\$ 4.47 per gallon per day	No	Date: 4/18/2017  O. No.: O. Date:	Objective: Recover Cost  Prop 26 Exception: 6  Full Cost: \$ 10.16	See <del>SCCC 17-15.220(e) Sewer Treatment Plant Fee.</del> To be brought forward later.	\$ 4.47 per gallon per day	

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**WATER & SEWER UTILITIES /SOLAR**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL		COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)	OBJECTIVE	PROP 26 EXCEPTION (SEE READER'S GUIDE)			
Solar pool heating system Installation Fee	\$ 4,407.00 plus	No	Date: 6/22/2021	Objective: Recover Cost		Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.	\$ 4,847.70 plus	10.0%
	\$ 257.00 per panel	No	R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: N/A			\$ 282.70 per panel	10.0%
Solar domestic hot water system installation fee Single-family fee	\$ Actual Cost	No	Date: 6/9/2009	Objective: Recover Cost		Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.	\$ Actual Cost	
			R. No.: R. Date:	Prop 26 Exception: N/A				
Solar domestic hot water system installation fee Multi-family fee	\$ Actual Cost	No	Date: 3/14/1985	Objective: Recover Cost		Installation fees based on cost of labor and permanently-installed materials. Example for system to serve 10 dwelling units. Remaining costs recovered by monthly service charges.	\$ Actual Cost	
			R. No.: R. Date:	Prop 26 Exception: N/A				
Solar domestic hot water system panel removal and replacement fee	\$ 517.00 per panel	No	Date: 6/22/2021	Objective: Recover Cost		Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.	\$ 568.70 per panel	10.0%
			R. No.: 21-8981 R. Date: 6/22/2021	Prop 26 Exception: N/A				
				Full Cost: \$ 3,768.00				

## CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

**SUBMITTED BY DEPARTMENT / DIVISION:**  
**WATER & SEWER UTILITIES /SOLAR**

**RESOLUTION NUMBER:**

**APPROVED:**

DESCRIPTION OF FEE , RATE OR CHARGE	CURRENT FEE and PERIOD	TECHNOLOGY FEE (3.37%) APPLIES (Yes or No)	DATE FEE LAST CHANGED	FEE DETAIL OBJECTIVE PROP 26 EXCEPTION (SEE READER'S GUIDE) FULL COST FACTOR	COMMENTS	PROPOSED NEW OR REVISED FEE 2022-23	Percent Change
			ORDINANCE NUMBER & DATE (if applicable)				
Solar pool heating system system panel removal and replacement fee	\$ 314.00 per panel	No	<b>Date:</b> 6/22/2021 <b>R. No.:</b> 21-8981 <b>R. Date:</b> 6/22/2021	<b>Objective:</b> Recover Cost <b>Prop 26 Exception:</b> N/A <b>Full Cost:</b> \$ 345.00	Costs are recovered through the combination of installation fees and monthly service charges, and recoverable system components.	\$ 345.00 per panel	9.9%

(Note: "N/A" here signifies the fee, rate, or charge is not a fee imposed exclusively by local government.)

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# Municipal Fee Schedule



## Alphabetical Listing by Fee

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# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
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Access Controlled Egress	Fire	7 - 25
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Affordable Housing Application	Community Development	4 - 23
AHA Affordable Housing Agreement	Community Development	4 - 23
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Amended Parcel Map, and Record of Survey Checking	Engineering	11 - 2
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Amplified Music Permit	Finance	6 - 12
Animal Control - Adoption	Police	10 - 17
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Animal Control - Other Fees	Police	10 - 19
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Assessment District Reapportionment	Engineering	11 - 3
Automatic Fire Extinguishing Systems	Fire	7 - 6
Automatic Fire Protection System for Spray Booths	Fire	7 - 24
Automatic Fire Sprinkler Systems - Existing	Fire	7 - 7
Automatic Fire Sprinkler Systems - New	Fire	7 - 6
Automatic Fire Sprinkler Systems - Residential 13D	Fire	7 - 23
Backflow Preventer - Device Cost Only	Water and Sewer Utilities	12 - 8
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Billing Service Charge for Late Payment	Finance	6 - 13
Bingo Organization	Police	10 - 1

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
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Burial Permit Filing	Parks and Recreation	9 - 9
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City Plaza Park Gazebo	Parks and Recreation	9 - 20
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# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
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# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
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# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
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Fire Service Upgrade	Water and Sewer Utilities	12 - 7
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# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
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Installation of a Monobar, Emblem, Flower Vase, or Ring on a Crypt	Parks and Recreation	9 - 5
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Installation of Grave Marker	Parks and Recreation	9 - 6
Jails	Fire	7 - 49
Jump House Permit	Parks and Recreation	9 - 29
Jury Fees	Citywide	1 - 2
Knox Box Installation	Fire	7 - 17
Licensed Care Facility	Fire	7 - 29
Liquefied Petroleum Gas	Fire	7 - 44
Liquefied Petroleum Gases - Installation Per Tank	Fire	7 - 18
Load Development	Electric Utility	5 - 3
Loan Demand Payoff	Community Development	4 - 22
Lobbying Activities	City Clerk	2 - 1
Lot Line Adjustment Processing	Engineering	11 - 3
Maps	Community Development	4 - 30
Massage Application / Inspections	Police	10 - 6
Master Plan Fee	Community Development	4 - 14
Mechanical Permit	Community Development	4 - 6
Meter Reading More Than Once Per Month	Finance	6 - 15
Meter Test Deposit	Electric Utility	5 - 5
Methane Venting and Detection Systems	Fire	7 - 18
Microfilm Copies	Fire	7 - 51
Mills Act Application	Community Development	4 - 35
Minor Amendment to Approved Projects	Community Development	4 - 37
Minor Modifications	Community Development	4 - 28
Minor Residential Permits	Community Development	4 - 1
Miscellaneous Inspections or Plan Reviews	Fire	7 - 28
Mission City Memorial Park Interment Rights and Burial Materials	Parks and Recreation	9 - 17
Motor Funeral Escort	Police	10 - 7
Multi-Family (MF) Loan Subordination Request Review	Community Development	4 - 21
Multi-Family Monitoring	Community Development	4 - 23
Multi-Story Buildings	Fire	7 - 42
Municipal Services Information	Finance	6 - 14

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
Neighborhood Conservation Improvement Program (NCIP) Loan Application	Community Development	4 - 21
Neighborhood Parks	Parks and Recreation	9 - 28
No-Fee Parade Permit	City Manager	3 - 1
Non-Exclusive Franchise Hauler Application	Street	11 - 25
Non-Historical Referral to Historical and Landmarks Commission	Community Development	4 - 38
Off-Duty Employment	Police	10 - 8
Off-Site Parking	Community Development	4 - 29
On-Demand Mobile Fueling Site Permit	Fire	7 - 24
Onsite Treatment of Hazardous Waste Annual Fee	Fire	7 - 54
Open Burnings	Fire	7 - 18
Operation & Maintenance Inspection of Stormwater Treatment Systems	Street	11 - 20
Operational Permits	Fire	7 - 30
Organic Peroxides	Fire	7 - 45
Other Inspections and Fees	Community Development	4 - 13
Outside 3d Party Review (public ROW or easements)	Engineering	11 - 10
Outside 3d Party Review (survey or mapping)	Engineering	11 - 10
Ovens	Fire	7 - 18
Overdue Fine for Link+ Materials Borrowed from Other Libraries	Library	8 - 3
Overdue Fines - All Other Items Excluding Children's Books	Library	8 - 1
Overdue Fines Covering Interlibrary Loans	Library	8 - 1
Overdue Fines for Portable Electronic Devices	Library	8 - 3
Overhead Lines - New	Electric Utility	5 - 1
Oversize, Overweight Vehicles	Engineering	11 - 16
Outdoor Assembly Event	Fire	7 - 29
Overtime Inspection	Fire	7 - 28
Overtime Plan Check, Mapping Review	Engineering	11 - 10
Overtime Plan Review	Fire	7 - 28
Oxidizing Materials	Fire	7 - 45
Parcel Map and Record of Survey Checking	Engineering	11 - 1
Park Building Room Rentals	Parks and Recreation	9 - 20
Parking at Parks and Recreation Facilities	Parks and Recreation	9 - 29
Pavement Restoration	Street	11 - 22
Pawn/Secondhand Dealer	Police	10 - 8
Payment Default	Citywide	1 - 1
Permit Issuance	Community Development	4 - 2

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
Permit to Final (per trade)	Community Development	4 - 15
Perpetual Care (Endowment)	Parks and Recreation	9 - 11
Phased Occupancy Plan	Fire	7 - 25
Phased Plan Check (per each phase)	Community Development	4 - 14
Photo CD's	Police	10 - 9
Photographs	Fire	7 - 51
Photovoltaic System	Fire	7 - 24
Plan Revision/Resubmittal	Fire	7 - 27
Plant Extraction Systems	Fire	7 - 26
Plumbing Permit	Community Development	4 - 10
Police Reports	Police	10 - 9
Pool Rentals	Parks and Recreation	9 - 29
Portable Hydrant Meter and Deposit	Water and Sewer Utilities	12 - 9
Pre-Application	Community Development	4 - 35
Preparation of Agreement/Easement/Grant Deed	Engineering	11 - 8
Private Security	Police	10 - 9
Project Clearance Committee Review	Engineering	11 - 19
Project Clearance Committee/Subcommittee Review	Electric Utility	5 - 8
Project Clearance Committee/Subcommittee Review	Water and Sewer Utilities	12 - 14
Public Entertainment	Police	10 - 10
Public Fireworks Display and Pyrotechnic Special Effects Use	Fire	7 - 19
Pyrophoric Materials	Fire	7 - 45
Pyrotechnics Special Effects Proximal to Audience	Fire	7 - 19
R-1/R-2 Occupancies	Fire	7 - 47
Re-Inspection	Fire	7 - 50
Record Drawings Archiving	Engineering	11 - 7
Recreation Cancellation	Parks and Recreation	9 - 24
Recreation Classes	Parks and Recreation	9 - 30
Recreation Tax (Bedroom)	Engineering	11 - 15
Recycled Hydrant Meter and Deposit	Water and Sewer Utilities	12 - 9
Refrigeration System	Fire	7 - 19
Release of Stored Vehicles	Police	10 - 12
Remove and Dispose of Marker, Marker Frame, Plaque, Vase and Ring	Parks and Recreation	9 - 7
Replacement Fee for Lost Link+ Materials Borrowed from Other Libraries	Library	8 - 2
Replacement Fee for Lost or Damaged Library Card	Library	8 - 2

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
Replacement for Library Materials	Library	8 - 1
Replacement of Job Card	Community Development	4 - 15
Repo Fee (Repossessed Vehicles)	Police	10 - 12
Reposting of Public Notification	Community Development	4 - 31
Residential Development Park Dedication In-Lieu Fees	Parks and Recreation	9 - 31
Residential Loan Refinance/Subordinations All Programs	Community Development	4 - 21
Residential Parking Permit	Police	10 - 12
Residential Re-Roof	Community Development	4 - 15
Residential Scaled Permit	Community Development	4 - 18
Resource Fees	Fire	7 - 4
Review of Agreements and Easements	Engineering	11 - 10
Rezoning	Community Development	4 - 27
Roadways	Fire	7 - 20
Room Rental Processing and Set Up and Clean Up	Library	8 - 4
Sanitary Sewer Capacity Model Run	Engineering	11 - 13
Sanitary Sewer Conveyance Fee	Engineering	11 - 12
Sanitary Sewer Outlet Charge	Engineering	11 - 11
Sanitize Crypt	Parks and Recreation	9 - 8
Saturday Service	Parks and Recreation	9 - 10
School	Fire	7 - 48
Second Response Ordinance	Police	10 - 12
Security Deposit for Survey	Engineering	11 - 4
Senior Citizens Center	Parks and Recreation	9 - 21
Service Disconnection at the Pole/Weatherhead	Electric Utility	5 - 6
Service Fee Customer - Owned Equipment Problem	Electric Utility	5 - 7
Service Reconnection at the Pole/Weatherhead	Electric Utility	5 - 6
Service Removal	Electric Utility	5 - 7
Service Turn-On	Finance	6 - 13
Service Wire Relocation	Electric Utility	5 - 4
Sewer Lateral Cleanout	Water and Sewer Utilities	12 - 17
Sewer Lateral Installation	Water and Sewer Utilities	12 - 18
Sewer Lateral Video Inspection	Water and Sewer Utilities	12 - 19
Significant Property Alteration	Community Development	4 - 40
Signs	Community Development	4 - 35
Single or Double Upright Monument Foundation	Parks and Recreation	9 - 7

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
Single Story Buildings	Fire	7 - 41
Smoke Control System	Fire	7 - 20
Solar Domestic Hot Water System Installation	Water and Sewer Utilities	12 - 22
Solar Domestic Hot Water System Panel Removal and Replacement	Water and Sewer Utilities	12 - 22
Solar Pool Heating System Installation	Water and Sewer Utilities	12 - 22
Solar Pool Heating System Panel Removal and Replacement	Water and Sewer Utilities	12 - 22
Solicitor/Peddler	Police	10 - 13
Solid Waste Management	Street	11 - 25
Special Event Application	Parks and Recreation	9 - 28
Special Event Concessions	Parks and Recreation	9 - 30
Special Event Sponsorship/Vendor	Parks and Recreation	9 - 30
Special Events Structure	Fire	7 - 22
Specific Plan	Community Development	4 - 40
Standpipe Systems	Fire	7 - 20
State of California Annual Surcharges	Fire	7 - 55
Storage or Refuse Bins on City Street	Engineering	11 - 17
Storage Tanks - Hazardous Materials	Fire	7 - 20
Storm Drain Outlet Charge	Engineering	11 - 11
Storm Outlet Charge	Engineering	11 - 11
Stormwater Management Plan Review	Community Development	4 - 37
Stormwater Management Building and Planning	Street	11 - 21
Street Tree Planting	Street	11 - 24
Street Tree Removal	Street	11 - 24
Subdivision Committee Review	Engineering	11 - 17
Subpoena Fees	Citywide	1 - 2
SVP System Impact Study	Electric Utility	5 - 10
SVP Generation Interconnection Study	Electric Utility	5 - 10
Tapping Valve Installation	Water and Sewer Utilities	12 - 14
Tasman East Specific Plan Area Impact	Engineering	11 - 16
Taxicab/Pedicab Company	Police	10 - 13
Taxicab/Pedicab Driver	Police	10 - 14
Technology Fee	Citywide	1 - 2
Technology Fee (Building Fees)	Community Development	4 - 2
Teen Center Room Rental	Parks and Recreation	9 - 27
Temporary Certificate of Occupancy	Community Development	4 - 15

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
Temporary Pole Connection	Electric Utility	5 - 4
Temporary Power	Electric Utility	5 - 4
Temporary Wastewater Discharge Permit	Water and Sewer Utilities	12 - 20
Tennis Reservations	Parks and Recreation	9 - 24
Time Extensions	Community Development	4 - 39
Time of Use Meter Installation	Electric Utility	5 - 8
Tournament	Parks and Recreation	9 - 29
Tow Drivers	Police	10 - 15
Toxic Materials	Fire	7 - 45
Traffic Flow Map	Engineering	11 - 17
Traffic Impact	Engineering	11 - 15
Traffic Sign Fabrication	Street	11 - 23
Training	Fire	7 - 1
Tree Removal	Community Development	4 - 38
Underground - Existing	Electric Utility	5 - 2
Underground - New	Electric Utility	5 - 1
Underground and Above Ground Tank Installations	Fire	7 - 21
Underground and Above Ground Tank Modifications	Fire	7 - 21
Underground and Above Ground Tank Removals	Fire	7 - 21
Underground Fire Service Systems	Fire	7 - 22
Underground Hazardous Materials Tank	Fire	7 - 57
Underground Street Light Relocation	Electric Utility	5 - 4
Unstable (Reactive) Materials	Fire	7 - 46
USB Drive for Police Reports	Police	10 - 15
Use Permits	Community Development	4 - 30
Using Library Meeting Room	Library	8 - 4
Utility Billing Splitting or Combining Accounts	Finance	6 - 14
Utility Service Deposit	Finance	6 - 13
Variance	Community Development	4 - 28
Vault Disposal	Parks and Recreation	9 - 8
Verification of Electric Meter Address	Finance	6 - 14
Wastewater Treatment Plant Capacity	Water and Sewer Utilities	12 - 20
Water and Fire Services	Water and Sewer Utilities	12 - 13
Water Meter and Backflow Preventer	Water and Sewer Utilities	12 - 4
Water Meter Test	Water and Sewer Utilities	12 - 9

# CITY OF SANTA CLARA MUNICIPAL FEE SCHEDULE

## Alphabetical Listing by Fee

<u>Fee</u>	<u>Section</u>	<u>Page No.</u>
Water Reactive Materials	Fire	7 - 46
Water Reconnection	Water and Sewer Utilities	12 - 11
Water Service	Water and Sewer Utilities	12 - 1
Water Service Abandonment	Water and Sewer Utilities	12 - 11
Water Service Dual Meter Service	Water and Sewer Utilities	12 - 3
Water Service Relocation	Water and Sewer Utilities	12 - 12
Water Service Upgrade Excluding Device Cost	Water and Sewer Utilities	12 - 16
Water Supply Assessment Preparation	Water and Sewer Utilities	12 - 11
Watershed Map	Engineering	11 - 7
Youth Activity Center Room Rental	Parks and Recreation	9 - 22
Zoning Clearance	Community Development	4 - 27
Zoning Code Text Amendment	Community Development	4 - 28
Zoning Verification	Community Development	4 - 36

# Municipal Fee Schedule



# Resolution

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# PARKS AND RECREATION COST RECOVERY SURVEY

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## Title and Instructions

### ➤ Benefit Tiers for a Parks and Recreation Cost Recovery Policy

*Assign each program and user type to a benefit tier which will frame a Cost Recovery Policy for Santa Clara Parks and Recreation. During the live survey event with City commissions on March 2, 2022, definitions for benefit tiers will be broadcast on the conference screen for reference.*

## Administrative Questions

### ➤ Name of Survey Respondent

*Survey results will be summarized and presented in total for all respondents as a group, not by individual. Identification here is intended only for use by survey moderators to ensure quality control of the survey.*

### ➤ Relationship to the Parks & Recreation Department

- Member of Parks & Recreation Commission
- Member of Senior Advisory Commission
- Member of Youth Commission
- General Public or User of Parks & Recreation Services

### ➤ Optional: Comment

*Leave comments for the survey moderator related to survey questions, your responses, or the survey process generally.*

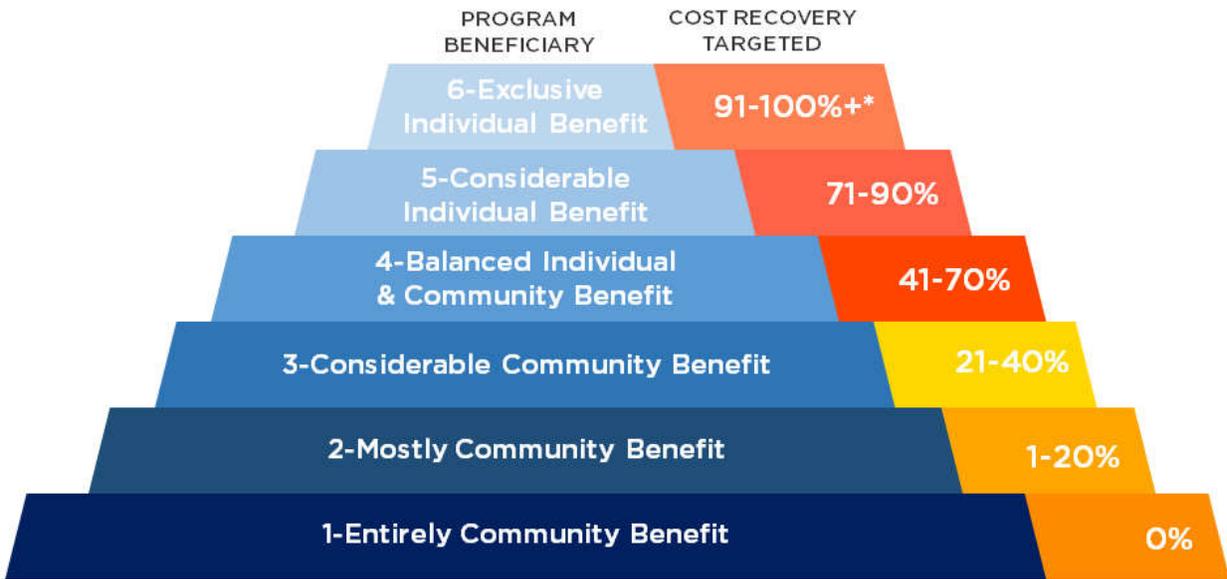
### ➤ Submit Completed Questionnaire

*Do not close your browser before clicking the "Submit" button at the end of this form. Your response will not be saved and received if you do not click the "Submit" button.*

- In order for my response to be received, I must click the "Submit" button at the end of this form.

## Benefit Tier Pyramid

(Provided on screen or in post-meeting video and packet shared online for participant reference during survey completion.)



100%+ indicates minor exceptions where premiums above cost may be justified, such as market-based rents.

## Aquatics / Lessons

*Learn to swim and lifeguarding -- Put a check in the box to match how the public benefits from this program.*

### Youth Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Adult Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Senior Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Aquatics / Recreational Swim

*Open swim with lifeguards onsite -- Put a check in the box to match how the public benefits from this program.*

### Youth Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Adult Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Senior Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Recreation Classes

*Sports, fitness, arts, dance, theater, STEM, etc. -- Put a check in the box to match how the public benefits from this program.*

### Youth Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Adult Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Senior Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Memberships / Senior Center

*Fitness Area, natatorium, billiards, computer room, and health and wellness (exclusive of nutrition program) -- Put a check in the box to match how the public benefits from this program.*

### Senior Members

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Memberships / After-School Program

*After-school program at the Youth Activity Center/Teen Center -- Put a check in the box to match how the public benefits from this program.*

### Youth Members

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Memberships / Activity Pass

*Lap swim, group exercise, drop-in gym/sports -- Put a check in the box to match how the public benefits from this program.*

### Youth Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Adult Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Senior Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Memberships / Community Garden

*Garden allotments -- Put a check in the box to match how the public benefits from this program.*

### Adult Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Senior Users

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Persons with Special Needs

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Facility Rentals / Aquatics

*Reserved use of pool facilities by clubs, private, and corporate -- Put a check in the box to match how the public benefits from this program.*

### Private Groups

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Commercial Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Competitions, Tournaments, Meets

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Facility Rentals / Athletic Fields

*Reserved use of athletic fields by organizations and leagues -- Put a check in the box to match how the public benefits from this program.*

### Private Groups

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Youth Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Adult Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Senior Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Commercial Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

➤ Competitions, Tournaments

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Facility Rentals / Meeting Rooms

*Reserved use of meeting rooms at park buildings and community facilities -- Put a check in the box to match how the public benefits from this program.*

### Non-Profit Youth Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Adult Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Senior Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Community Groups

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

## Facility Rentals / Parties and Picnics

*Exclusive, permitted use for larger private events at buildings and picnic areas -- Put a check in the box to match how the public benefits from this program.*

### Private Individuals

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Youth Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Adult Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Non-Profit Senior Organizations

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

### Commercial Groups

- Entirely Community Benefit
- Mostly Community Benefit
- Considerable Community Benefit
- Balanced Individual and Community Benefit
- Considerable Individual Benefit
- Exclusive Individual Benefit

# PARKS AND RECREATION COST RECOVERY POLICY

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## Purpose

Establishing a cost recovery policy provides the City's Parks and Recreation Department with a tool for evaluating services and establishing appropriate fees for services. Standardizing cost recovery objectives enhances the Department's ability to accomplish broad citywide goals and objectives. Establishing a reasonable, transparent, and consistently applied policy is intended to:

- Stretch taxpayer investment in parks and recreation services to optimize value received
- Promote program respect and ownership
- Allow prices to reflect users' investment in themselves based on individual benefit
- Develop deeper commitment to the programming users help support

## Costs Considered When Evaluating Cost Recovery

To evaluate cost recovery, the Department will calculate the "full cost of service," for programming, facility use, and services provided. The full cost of service will include components for:

- The direct costs of service:
  - The labor associated with the performance of service from all personnel involved in the activity
  - The services, supplies, and/or materials required to complete the activity
- A reasonable share of the indirect costs of service:
  - The services, supplies, and materials which support the personnel involved in the activity
  - The maintenance of any facilities required to support the provision of service
  - The indirect management, administration, and support services associated with the City functions involved in the activity
  - The central services, City management and administration, and governmental oversight associated with the functions involved in the activity

## Targeted Cost Recovery in Fees

Once the full cost of service is established for each activity, the City will apply a consistent set of guidelines for determining the amount of cost to be recovered in the final fee amount. A cost recovery percentage will be applied to the full cost of service to calculate the fee. **Figure 1** describes the general criteria for assigning Departmental programming, facility use, and services to cost recovery tiers. The cost recovery threshold assigned to each fee-related service and program area will be identified in the periodic analysis and documentation supporting the ongoing and seasonally managed calculation of the City's Parks and Recreation fees.

# PARKS AND RECREATION COST RECOVERY POLICY

FIGURE 1 | COST RECOVERY GUIDELINES – PARKS AND RECREATION SERVICES

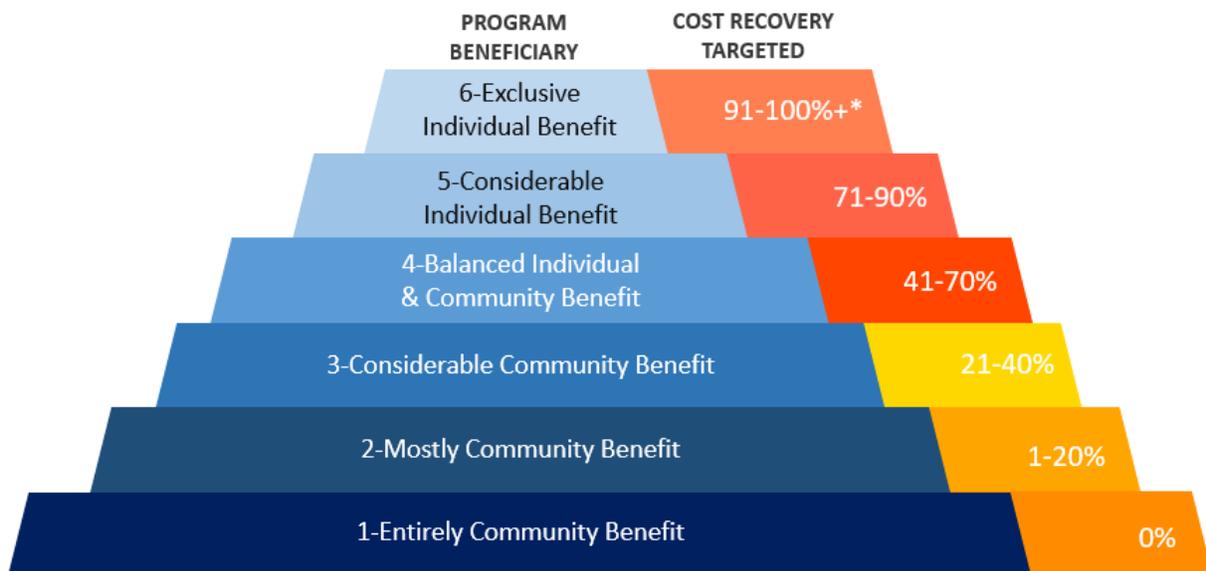
BENEFIT-BASED RECOVERY TIER	DESCRIPTION	FEE BASED PROGRAM AREA
<p><b>0% COST RECOVERY</b></p> <p>Entirely Community Benefit</p>	<p>Programs, facilities, and services that benefit the community as a whole. The community generally expects the City to offer these services and supports paying for these through taxes.</p>	<ul style="list-style-type: none"> <li>• General, non-exclusive park, playground, open space, trails, restrooms, and facility visitation and use</li> </ul>
<p><b>1-20% COST RECOVERY</b></p> <p>Mostly Community Benefit</p>	<p>Programs, facilities, and services that provide benefit to the individual user, but have more fundamental goal of:</p> <ul style="list-style-type: none"> <li>• Seeking to engage community with high participation levels desirable</li> <li>• Community problem solving (e.g., services for vulnerable or underserved populations)</li> </ul>	<ul style="list-style-type: none"> <li>• Non-Profit facility use serving the City of Santa Clara</li> <li>• Special Events</li> <li>• Resident Senior Center Use</li> <li>• Senior Nutrition Program</li> <li>• Afterschool Program</li> </ul>
<p><b>21-40% COST RECOVERY</b></p> <p>Considerable Community Benefit</p>	<p>Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. They may have a community benefit but to a smaller group of the community. Generally, costs of service are offset by both a tax subsidy to account for community benefit and participant fees to account for individual benefit.</p>	<ul style="list-style-type: none"> <li>• Early Learners</li> <li>• Therapeutic Recreation</li> </ul>
<p><b>41-70% COST RECOVERY</b></p> <p>Balanced Individual and Community Benefit</p>	<p>Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. Program, facility, and service use that benefits individuals primarily, but the community receives some benefit.</p> <ul style="list-style-type: none"> <li>• Services which are specialized and/or similar to private sector</li> <li>• Comparable “market rates” for similar services affect ability to recover a greater percentage of costs</li> </ul>	<ul style="list-style-type: none"> <li>• Competition, Meets, and Tournaments that include competitors from other cities</li> <li>• Drop-in Fitness/Recreation/Swimming</li> <li>• Youth Theater Programs</li> <li>• Resident facility use</li> <li>• City provided programs</li> </ul>
<p><b>71-90% COST RECOVERY</b></p> <p>Considerable Individual Benefit</p>	<p>Benefits individuals significantly more than the community; Private sector or public agencies offer similar services; Demand for service, facility or program exceeds capacity</p>	<ul style="list-style-type: none"> <li>• Programs providing individual benefit</li> </ul>
<p><b>91-100% COST RECOVERY</b></p> <p>Exclusively Individual Benefit</p>	<p>Benefit individuals; Commercial nature of services; Enterprise funds expected to operate without General Fund support</p>	<ul style="list-style-type: none"> <li>• Non-resident &amp; Commercial use of facilities</li> </ul>

## PARKS AND RECREATION COST RECOVERY POLICY

The following shall serve as guidelines for categorizing Recreation Programs and services based on types of programs, target populations, and level of community benefit to determine appropriate subsidy Level:

- Programs with the highest level of community benefit will have the lowest level of cost recovery.
- Programs that have the greatest level of individual or group benefit will target the highest level of cost recovery.
- Pricing of programs and services takes into account market rates and the impact on demand which may override cost-recovery target considerations.
- Non-resident fees are priced higher than resident fees.
- Fees will be periodically reviewed to keep pace with changes in the cost of living, market demands, and/or to promote identified Recreation Programs.
- Staff will adjust fees to meet minimum cost-recovery rates and to be consistent with market demand for services.
- The City will continue to offer a grant program to offset the cost of programs for eligible low-income participants identified through its established procedures

Staff will seek to enhance and refine this policy over time.



100%+ indicates minor exceptions where premiums above cost may be justified, such as market-based rents.

### Parks and Recreation Fee Management

Most fees for Parks and Recreation services and programs will fluctuate seasonally as the Department manages offerings and provisions of service dynamically in line with capabilities and market conditions at the time schedules are developed. As such, establishing static fees within the *Municipal Fee Schedule* similar to most other City services is burdensome procedurally. The Cost Recovery Policy is intended to establish general targets for the Department within which it can set most fees on that fluctuating basis within its periodic service catalogs.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
ADOPTING THE “CITY OF SANTA CLARA 2022/23 MUNICIPAL  
FEE SCHEDULE” WHICH IMPOSES NEW FEES, AMENDS  
EXISTING FEES AND RETAINS UNCHANGED FEES FOR  
VARIOUS CITY DEPARTMENTS**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, for the previous fiscal year 2021/22 (July 1, 2021 to June 30, 2022) certain fees were adopted by Resolution No. 21-8981 and were then incorporated into the “CITY OF SANTA CLARA 2021/22 MUNICIPAL FEE SCHEDULE” (“fee schedule”);

**WHEREAS**, the City now desires to impose new fees, amend existing fees and retain unchanged certain fees based on the document entitled “PROPOSED CITY OF SANTA CLARA 2022/23 MUNICIPAL FEE SCHEDULE”;

**WHEREAS**, where the fees are imposed by the City to support government services and not for the purpose of providing a market-based fee for services that are also provided by the general public, the proposed fees are hereby determined to be reasonable in that they do not exceed the estimated reasonable costs of providing the public services proposed to be rendered;

**WHEREAS**, in adopting the fees and this Resolution, the City is exercising its powers under Article XI, Section 7, and Article XIII C of the California Constitution, Section 50076 of the California Government Code, its Charter, its City Code, and other applicable laws;

**WHEREAS**, for fees that are noted in the fee schedule as new or increasing, relevant reports regarding those new or increased fees were made available for public review and comment for ten (10) days prior to the public hearing at which this resolution was considered and adopted;

**WHEREAS**, on April 19, 2022, the City Council held a public hearing on the fees and charges set forth in the revised fee schedule;

**WHEREAS**, on March 30 and April 6, 2022, timely notice of the public hearing was published in the *Santa Clara Weekly* in the manner set forth in Government Code Sections 6062a and 66018; and

**WHEREAS**, notice of the public hearing was mailed to all persons requesting such notice pursuant to Government Code Section 66016.

**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. Adoption of Fees, Rates and Charges. The fees, rates, and charges (hereinafter collectively, "fees") contained in the document entitled "PROPOSED CITY OF SANTA CLARA 2022/23 MUNICIPAL FEE SCHEDULE" are hereby adopted and are to be set forth in a document entitled "CITY OF SANTA CLARA 2022/23 MUNICIPAL FEE SCHEDULE." The fees so charged do not exceed the estimated reasonable costs of providing the services for which the fees are imposed and are fair and equitable in nature. The fee schedule also indicates how each fee is not a tax by referencing all applicable exceptions to Cal. Constitution, Article XIIC that apply. Generally, the following types of charges are not taxes: (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; (3) A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) A charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) A charge imposed as a condition of property development; (7) Assessments and property-related

fees imposed in accordance with the provisions of Article XIID.

3. Effect of Fees Prior to effective Date of Resolution. This Resolution shall not be construed so as to affect any fee or charge payable or paid under any applicable fee schedule operative prior to the effective date of this Resolution.

4. Effective date. The fees set forth in the "CITY OF SANTA CLARA 2022/23 MUNICIPAL FEE SCHEDULE" shall be effective on July 1, 2022.

5. Challenge to Fees. In the event of any challenge to any increased fee adopted herein, including any challenge pursuant to Cal. Constitution, Article XIIC, the formerly adopted fee as stated in the "CITY OF SANTA CLARA 2022/23 MUNICIPAL FEE SCHEDULE" shall then be in effect unless and until the challenged fee becomes effective.

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 19<sup>th</sup> DAY OF APRIL 2022, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
 NORA PIMENTEL, MMC  
 ASSISTANT CITY CLERK  
 CITY OF SANTA CLARA

Attachments incorporated by reference: None

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
ADOPTING A PARKS & RECREATION COST RECOVERY  
POLICY**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City Council of the City of Santa Clara periodically adopts Budget Principles intended to provide a general framework and approach for developing the City's budget, ensuring fiscal stability by considering both the short and long-term impacts of any funding decisions;

**WHEREAS**, a previously adopted Budget Principle addressed establishment of fees and stated, "With limited exceptions, establish fees based on full cost recovery where individuals/businesses rather than the community at-large are benefitting from City services. This preserves limited unrestricted resources for providing services that benefit the community as a whole.";

**WHEREAS**, the City desires to establish a Parks & Recreation Cost Recovery Policy to address some of the limited exceptions to establishing fees based on full cost recovery;

**WHEREAS**, the Parks & Recreation Cost Recovery Policy is intended to establish general guidelines and cost recovery targets for Parks and Recreation programs and services; and

**WHEREAS**, programs with the highest level of community benefit will have the lowest level of cost recovery;

**WHEREAS**, programs that have the greatest level of individual or group benefit have the highest level of cost recovery;

**WHEREAS**, pricing of programs and services takes into account market rates and the impact on demand which may override cost-recovery target considerations;

**WHEREAS**, non-resident fees are priced higher than resident fees;

**WHEREAS**, fees will be periodically reviewed to keep pace with changes in the cost of living, market demands, and/or to promote identified Parks & Recreation Programs;

**WHEREAS**, Staff will adjust fees to meet minimum cost-recovery rates and to be consistent with market demand for services; and

**WHEREAS**, the City will continue to offer a grant program to offset the cost of programs for eligible low-income participants identified through its established procedures.

**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. The Parks & Recreation Cost Recovery Policy attached as Exhibit A is hereby adopted.
3. Effective date. The Parks & Recreation Cost Recovery Policy shall be effective upon adoption.

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 19<sup>th</sup> DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:  
1. Parks & Recreation Cost Recovery Policy

## PARKS AND RECREATION COST RECOVERY POLICY

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### Purpose

Establishing a cost recovery policy provides the City's Parks and Recreation Department with a tool for evaluating services and establishing appropriate fees for services. Standardizing cost recovery objectives enhances the Department's ability to accomplish broad citywide goals and objectives. Establishing a reasonable, transparent, and consistently applied policy is intended to:

- Stretch taxpayer investment in parks and recreation services to optimize value received
- Promote program respect and ownership
- Allow prices to reflect users' investment in themselves based on individual benefit
- Develop deeper commitment to the programming users help support

### Costs Considered When Evaluating Cost Recovery

To evaluate cost recovery, the Department will calculate the "full cost of service," for programming, facility use, and services provided. The full cost of service will include components for:

- The direct costs of service:
  - The labor associated with the performance of service from all personnel involved in the activity
  - The services, supplies, and/or materials required to complete the activity
- A reasonable share of the indirect costs of service:
  - The services, supplies, and materials which support the personnel involved in the activity
  - The maintenance of any facilities required to support the provision of service
  - The indirect management, administration, and support services associated with the City functions involved in the activity
  - The central services, City management and administration, and governmental oversight associated with the functions involved in the activity

### Targeted Cost Recovery in Fees

Once the full cost of service is established for each activity, the City will apply a consistent set of guidelines for determining the amount of cost to be recovered in the final fee amount. A cost recovery percentage will be applied to the full cost of service to calculate the fee. **Figure 1** describes the general criteria for assigning Departmental programming, facility use, and services to cost recovery tiers. The cost recovery threshold assigned to each fee-related service and program area will be identified in the periodic analysis and documentation supporting the ongoing and seasonally managed calculation of the City's Parks and Recreation fees.

# PARKS AND RECREATION COST RECOVERY POLICY

FIGURE 1 | COST RECOVERY GUIDELINES – PARKS AND RECREATION SERVICES

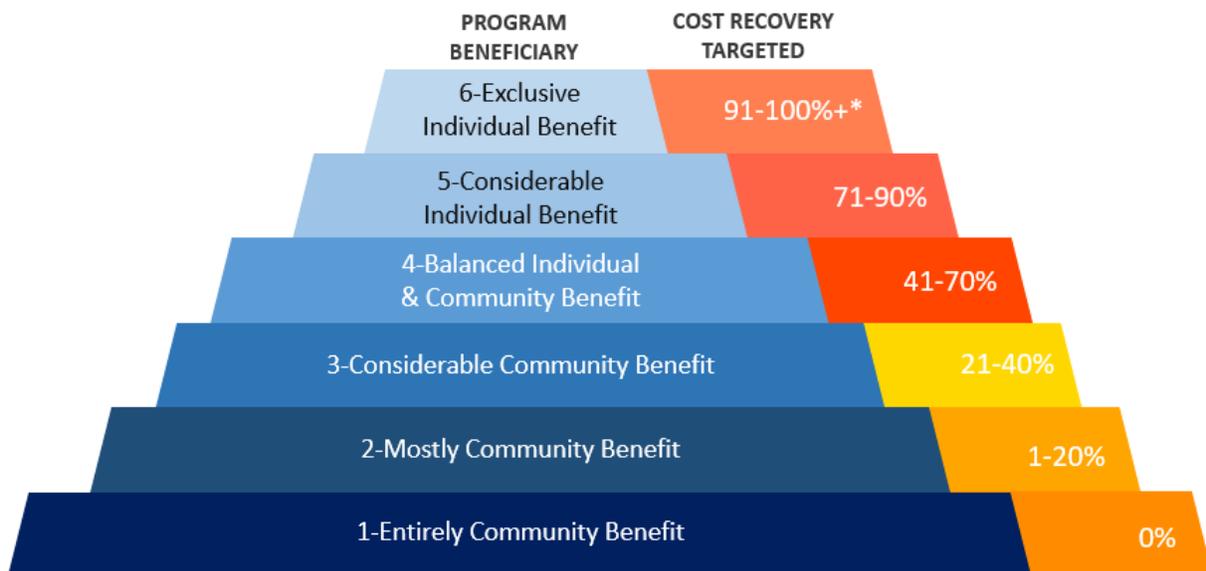
BENEFIT-BASED RECOVERY TIER	DESCRIPTION	FEE BASED PROGRAM AREA
<p><b>0% COST RECOVERY</b></p> <p>Entirely Community Benefit</p>	<p>Programs, facilities, and services that benefit the community as a whole. The community generally expects the City to offer these services and supports paying for these through taxes.</p>	<ul style="list-style-type: none"> <li>General, non-exclusive park, playground, open space, trails, restrooms, and facility visitation and use</li> </ul>
<p><b>1-20% COST RECOVERY</b></p> <p>Mostly Community Benefit</p>	<p>Programs, facilities, and services that provide benefit to the individual user, but have more fundamental goal of:</p> <ul style="list-style-type: none"> <li>Seeking to engage community with high participation levels desirable</li> <li>Community problem solving (e.g., services for vulnerable or underserved populations)</li> </ul>	<ul style="list-style-type: none"> <li>Non-Profit facility use serving the City of Santa Clara</li> <li>Special Events</li> <li>Resident Senior Center Use</li> <li>Senior Nutrition Program</li> <li>Afterschool Program</li> </ul>
<p><b>21-40% COST RECOVERY</b></p> <p>Considerable Community Benefit</p>	<p>Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. They may have a community benefit but to a smaller group of the community. Generally, costs of service are offset by both a tax subsidy to account for community benefit and participant fees to account for individual benefit.</p>	<ul style="list-style-type: none"> <li>Early Learners</li> <li>Therapeutic Recreation</li> </ul>
<p><b>41-70% COST RECOVERY</b></p> <p>Balanced Individual and Community Benefit</p>	<p>Programs, facilities, and services which promote individual physical and mental well-being, and provide recreation skill development. Program, facility, and service use that benefits individuals primarily, but the community receives some benefit.</p> <ul style="list-style-type: none"> <li>Services which are specialized and/or similar to private sector</li> <li>Comparable “market rates” for similar services affect ability to recover a greater percentage of costs</li> </ul>	<ul style="list-style-type: none"> <li>Competition, Meets, and Tournaments that include competitors from other cities</li> <li>Drop-in Fitness/Recreation/Swimming</li> <li>Youth Theater Programs</li> <li>Resident facility use</li> <li>City provided programs</li> </ul>
<p><b>71-90% COST RECOVERY</b></p> <p>Considerable Individual Benefit</p>	<p>Benefits individuals significantly more than the community; Private sector or public agencies offer similar services; Demand for service, facility or program exceeds capacity</p>	<ul style="list-style-type: none"> <li>Programs providing individual benefit</li> </ul>
<p><b>91-100% COST RECOVERY</b></p> <p>Exclusively Individual Benefit</p>	<p>Benefit individuals; Commercial nature of services; Enterprise funds expected to operate without General Fund support</p>	<ul style="list-style-type: none"> <li>Non-resident &amp; Commercial use of facilities</li> </ul>

## PARKS AND RECREATION COST RECOVERY POLICY

The following shall serve as guidelines for categorizing Recreation Programs and services based on types of programs, target populations, and level of community benefit to determine appropriate subsidy Level:

- Programs with the highest level of community benefit will have the lowest level of cost recovery.
- Programs that have the greatest level of individual or group benefit will target the highest level of cost recovery.
- Pricing of programs and services takes into account market rates and the impact on demand which may override cost-recovery target considerations.
- Non-resident fees are priced higher than resident fees.
- Fees will be periodically reviewed to keep pace with changes in the cost of living, market demands, and/or to promote identified Recreation Programs.
- Staff will adjust fees to meet minimum cost-recovery rates and to be consistent with market demand for services.
- The City will continue to offer a grant program to offset the cost of programs for eligible low-income participants identified through its established procedures

Staff will seek to enhance and refine this policy over time.



100%+ indicates minor exceptions where premiums above cost may be justified, such as market-based rents.

### Parks and Recreation Fee Management

Most fees for Parks and Recreation services and programs will fluctuate seasonally as the Department manages offerings and provisions of service dynamically in line with capabilities and market conditions at the time schedules are developed. As such, establishing static fees within the *Municipal Fee Schedule* similar to most other City services is burdensome procedurally. The Cost Recovery Policy is intended to establish general targets for the Department within which it can set most fees on that fluctuating basis within its periodic service catalogs.



## Agenda Report

22-480

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

Council Policy and Procedure 030, (Adding an Item on the Agenda), sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal, legal or policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30 days) unless otherwise directed by the City Council.

A written request to cover the costs associated with city services in support of the Santa Clara Parade of Champions for a minimum amount of \$65,000 and an additional \$950 to support the cost of Facilitron Parking Fees charged by the Santa Clara Unified School District was submitted by Ana Vargas-Smith on February 15, 2022. At its meeting of February 22, 2022, the Council directed staff to place the petition on a future agenda. In accordance with established policy, this item is being brought forward for Council consideration and action.

#### DISCUSSION

Special events such as the Parade of Champions are subject to review by the City's inter-departmental Special Events Team. This Team reviews the proposed event activities and determines the level of support that will be required as well as any special conditions that must be met by the applicant.

Parade organizers have submitted the required special event permit application for a 2022 in-person event and a preliminary review of the event has been conducted by the Special Events Team.

The following is a summary of the proposed event:

- **Date:** Saturday, October 1, 2022
- **Route:** A route similar to the route used in 2021 but with a modification to keep Lafayette open
- **Attendance:** Projected to be eight to ten thousand
- **Schedule of Activities:**

- 8am to 1pm - Farmer’s Market
- 9am to 3pm - Homestead Village Community Village
- 10:30am - Parade Opening Ceremonies and National Anthem
- 11am to 1pm - Start of the SC Parade of Champions
- Post Parade - Performance with Santa Clara Vanguard
- 1pm to 5pm - LIVE "Salsa on the Square" sponsored by Volare Studios

The schedule and scope of activities is very similar to prior in-person events. As such, it is anticipated that the cost for City services will be similar (if not lower than prior years) as efficiencies have been gained through experience with the event. The following table provides a summary of costs for the actual in-person 2019 and 2021 events as well as the projected cost for the 2022 in-person event:

2019 (Actual)	2021 (Actual)	2022 (Projected)
\$58,627	\$46,001	\$58,000

The written petition requests an in-kind contribution of a minimum of \$65,000 to cover the costs of City services and an additional cost of \$950 to cover parking fees to be charged by the Santa Clara Unified School District.

Based on prior experience and the scope of services remaining relatively the same, it is anticipated that an in-kind contribution of \$60,000 would be sufficient for the 2022 parade. This would allow for an additional \$2,000 of in-kind City services should the scope of services change between now and the actual day of the parade. Staff has spoken with the written petitioner and they are in agreement that a maximum request of up to \$60,000 for in-kind services would be appropriate.

It is important to note that this event is not included in the adopted budget and will require the organization to absorb the expenditures of these funds within existing budgets. Should the Council wish to grant the request for in-kind services, affected Departments will be required to prioritize these activities and re-direct staffing to provide the necessary services to support the event.

With respect to the additional request of \$950, the City does not have an established source of funding for these types of requests. The City’s Community Grant program has a threshold of \$10,000 for either in-kind or monetary contributions.

Should the Council wish to fund the additional \$950, the City’s General Fund would be an appropriate source of funding. In evaluating the written petition, City staff did reach out to staff at the School District to determine whether the District could either waive the fee or subsidize the cost. City staff was notified that the District does not have a fee waiver program. As this is a District fee, the written petitioner may wish to explore a fee waiver directly with the School District in the future.

**ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

The total fiscal impact associated with approval of the written request would be a contribution of up to \$60,000 of in-kind City services and \$950 from the General Fund or other source of funding identified by the Council. It is important to note that this request is not budgeted and will require the organization to absorb the expenditures of these funds within existing budgets. As a result, affected Departments will be required to prioritize these activities and re-direct staffing to meet the requirements of this event.

**COORDINATION**

This item has been coordinated with the Department of Parks and Recreation, Finance, City Attorney's Office and the City Manager's Office. In addition, this item has been coordinated with the written petitioner.

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

**ALTERNATIVES**

1. Approve an in-kind contribution in an amount of up to \$60,000 to support the cost of City services related to the 2022 Parade of Champions event.
2. Approve a grant in the amount of \$950 from the City's General Fund or other revenue source identified by Council.
3. Refer the Written Petitioner to the School District to pursue a grant or waiver of their Facilitron Parking Fees.

**RECOMMENDATION**

Staff makes no recommendation

Reviewed by: Cynthia Bojorquez, City Manager's Office

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Written Petition



**City of  
Santa Clara**  
The Center of What's Possible

CLERK OF SANTA CLARA  
2022 FEB 15 PM 4: 08

### 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: Feb 15, 2022

I, Ana Vargas-Smith, as SCPOC President,, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

Since 2019 we have asked that City Council help to cover the costs of City Services in support of SCPOC

Based on last years costs to support a crowd of 8-10K, and a .76 length Parade route we are asking

for a minimum of \$65K to cover the same city services plus any adjustment for city service increases for

the same services. This year we also want to ask if City can cover cost of SCUSD Facilitron parking fees of

\$950 in addition to the Ask.

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: Ana Vargas-Smith

ADDRESS: 958 Lewis Street  
Street

Santa Clara, 95050  
City Zip Code

TELEPHONE:\* Cell 408-394-2473  
Optional

DATE: Feb 15, 2022

\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.



## Agenda Report

22-531

Agenda Date: 4/19/2022

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### REPORT TO COUNCIL

#### **SUBJECT**

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

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

#### **BACKGROUND**

*Council Policy 030 - Adding an Item on the Agenda* (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

#### **DISCUSSION**

The City Clerk's Office received a Written Petition on March 29, 2022 submitted by Nick Valencia (Attachment 2) requesting to place an agenda item on a future council meeting to discuss the future of the BMX track located on city property at 5451 Lafayette Street Santa Clara, CA. Mr. Valencia's written petition states the following: "After several years of service of the PAL organization the current management team has been defamed and baseless accusations have made the program suffer and ultimately suspend operations. It is my hope that council will listen to the success of the program and consider working to continue it."

#### **FISCAL IMPACT**

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

#### **ENVIRONMENTAL REVIEW**

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

#### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a

Special Meeting. A hard copy of any report to council may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov).

**ALTERNATIVES**

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

**RECOMMENDATION**

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition submitted by Nick Valencia dated March 28, 2022

**RESOLUTION NO. 20-8895**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809,  
AMEND COUNCIL POLICY 030 ENTITLED “ADDING AN ITEM  
ON THE AGENDA,” AND APPROVE THE COUNCIL ITEM  
REQUEST FORM**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

**WHEREAS**, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

**WHEREAS**, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council’s use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
2. That amended Council Policy 030 entitled “Adding an Item on the Agenda” with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27<sup>TH</sup> DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

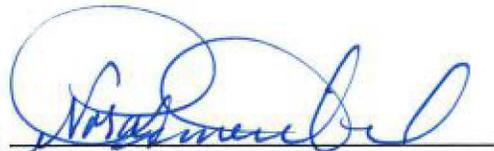
AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Council Policy 030 entitled "Adding an Item on the Agenda"



## ADDING AN ITEM ON THE AGENDA

### **PURPOSE**

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

### **POLICY**

#### **Members of the City Council:**

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

#### **Referral from a Council Committee:**

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

#### **Items Referred During a Council Meeting:**

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



## ADDING AN ITEM ON THE AGENDA

### Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the “**Written Petition**” section of the City Council’s regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the “**Public Presentations**” section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

### **PROCEDURE FOR WRITTEN PETITIONS**

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner’s convenience on the City’s website and in the City Manager’s Office, City Clerk’s Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov).
2. Once the Written Petition is received by the City Clerk’s Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk’s Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.



## **ADDING AN ITEM ON THE AGENDA**

***PROCEDURE  
FOR WRITTEN  
REQUESTS  
FROM CITY  
COUNCIL***

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
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Attachments: Council Item Request Form



The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

**CONTACT INFORMATION**

Requesting Member of City Council \_\_\_\_\_

Contact E-mail \_\_\_\_\_

Contact Phone \_\_\_\_\_

Today's Date \_\_\_\_\_

**WRITTEN REQUEST**

I, \_\_\_\_\_, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**

MAR 29 2022

City Clerk's Office  
City of Santa Clara



**City of  
Santa Clara**  
The Center of What's Possible

### CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 3/28/2022

I, Nick Valencia, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

To discuss the future of the BMX track located on city property at 5451 Lafayette St. Santa Clara CA

After several years of service to the PAL organization the current management team has been defamed and baseless accusations have made the program suffer and ultimately suspend operations. It is my hope that council will listen to the success of the program and consider working to continue it.

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: Nick Valencia

ADDRESS: 35428 Breton Dr.  
Street

Newark 94560  
City Zip Code

TELEPHONE:\* (616) 214-9227  
Optional

DATE: 3/28/2022

\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.



## Agenda Report

22-532

Agenda Date: 4/19/2022

### REPORT TO COUNCIL

#### SUBJECT

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

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

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

*Council Policy 030 - Adding an Item on the Agenda* (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

#### DISCUSSION

The City Clerk's Office received a Written Petition on April 7, 2022 submitted by Mary Grizzle on behalf of the member of Reclaiming our Downtown (Attachment 2) requesting to place an agenda item on a future council meeting to discuss the following as stated in the request: An up or down Vote on a study on the following 4 financial benefits of moving City Hall to a location within the 8 blocks of the original Downtown (Lafayette Benton Monroe Homestead). We would like the current Downtown Urban Planning firm WRT to study: 1. The financial benefits and construction savings of moving city hall to an 8+ story mixed-use (offices) building; 2. An updated and complete analysis of the advantages of selling the acreage used by city hall on its current location on Warburton; 3. The substantial increase in private investment after a city hall has been brought back to Downtown as evidenced by several other American cities studied by Reclaiming our Downtown; 4. Financial benefit of a “completed Downtown” to the tax revenue of Santa Clara.

**FISCAL IMPACT**

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

**ENVIRONMENTAL REVIEW**

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

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

**RECOMMENDATION**

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Office of the City Manager

**ATTACHMENTS**

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition submitted by Mary Grizzle dated April 7, 2022

**RESOLUTION NO. 20-8895**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809,  
AMEND COUNCIL POLICY 030 ENTITLED “ADDING AN ITEM  
ON THE AGENDA,” AND APPROVE THE COUNCIL ITEM  
REQUEST FORM**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

**WHEREAS**, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

**WHEREAS**, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council’s use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
2. That amended Council Policy 030 entitled “Adding an Item on the Agenda” with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27<sup>TH</sup> DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

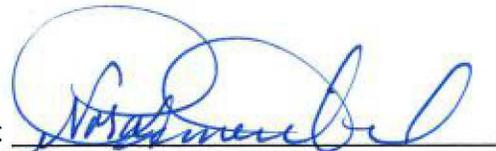
AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

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## ADDING AN ITEM ON THE AGENDA

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## **ADDING AN ITEM ON THE AGENDA**

***PROCEDURE  
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**CONTACT INFORMATION**

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Requesting Member of City Council \_\_\_\_\_

Contact E-mail \_\_\_\_\_

Contact Phone \_\_\_\_\_

Today's Date \_\_\_\_\_

**WRITTEN REQUEST**

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I, \_\_\_\_\_, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**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: April 7, 2022

I, Mary Grizzle, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

The members of Reclaiming Our Downtown are formally asking Council to place on the 4/12/22 Council Agenda an up or down VOTE on a study of the following 4 financial benefits of moving City Hall to a location within the 8 blocks of the original Downtown (Lafayette Benton Monroe Homestead). We would like the current Downtown Urban Planning firm WRT to study: 1) The financial benefits and construction savings of moving City Hall to an 8+ story mixed-use (offices) building; 2) An updated and complete analysis of the advantages of selling the acreage used by City Hall on its current location on Warburton; 3) The substantial increase in private investment after a City Hall has been brought back to Downtown as evidenced by several other American cities studied by Reclaiming Our Downtown; 4) Financial benefit of a "completed Downtown" to the tax revenue of Santa Clara.

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: Mary Grizzle

ADDRESS: 1167 Monroe Street  
Street

Santa Clara 95050

City Zip Code

TELEPHONE:\* 408 242 1851  
Optional

DATE: April 7, 2022

\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.