City of Santa Clara

Joint Meeting Agenda

Council and Authorities Concurrent

Stadium Authority

Tuesday, October 29, 2019 **4:30 PM** **City Hall Council Chambers**
1500 Warburton Avenue
Santa Clara, CA 95050

Vice Mayor/Vice Chair Mahan will be attending remotely from the following location:

13845 Pine Street
Bigfork, MT 59911

4:30 PM CLOSED SESSION

Call to Order in the Council Chambers

Confirmation of a Quorum

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.

19-1249 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)

19-1250 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court of Appeal Case No. H046105

19-1251 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Freedom from Religion Foundation et al. v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 16-CV-2072 HRL

Convene to Closed Session (Council Conference Room)

6:00 PM REGULAR MEETING

Call to Order

Pledge of Allegiance and Statement of Values

Roll Call

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS

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.]

1.A **19-1256** Council and Authorities Concurrent/Special Stadium Authority Meeting Minutes of September 17, 2019

Recommendation: Note and file the Council and Authorities Concurrent/Special Stadium Authority Meeting Minutes of September 17, 2019.

1.B 19-037 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Board of Library Trustees Meeting Minutes - August 5, 2019
Board of Library Trustees Meeting Minutes - September 6, 2019
Charter Review Committee Meeting Minutes - August 15, 2019
Cultural Commission - August 12, 2019
Youth Commission - September 10, 2019
Parks & Recreation Commission - September 17, 2019

1.C 19-1077 Action on Bills and Claims Report (CC, SA, HA) for the period September 13th - October 3rd

Recommendation: Approve the list of Bills and Claims for September 13, 2019 - October 3, 2019.

1.D 19-829 Action on Bills and Claims for the months of May through August 2019

Recommendation: Approve the list of Bills and Claims for May through August 2019.

1.E 19-702 Action on Monthly Financial Status and Investment Reports for August 2019

Recommendation: Note and file the Monthly Financial Status and Investment Reports for August 2019 as presented.

1.F 19-762 Action on an Agreement with Arini Geographics, LLC to provide Enterprise GIS Consulting Services

Recommendation: 1. Approve and authorize the City Manager to execute an Agreement for Enterprise GIS Consulting Services with Arini Geographics, LLC for an amount not-to-exceed $3,500,000 over a three-year term ending October 31, 2022, subject to additional budget appropriations by the City Council; and
2. Authorize the City Manager to execute a two-year option to extend the term of the Agreement after the three-year term through October 31, 2024 with compensation increases subject to the City Manager's approval and budget appropriations.

1.G 19-839 Action on the Agreement and Covenant Running with the Land Deferring Public Improvements at 2041 Mission College Boulevard and 1900-2000 Wyatt Drive

Recommendation: 1. Approve and authorize the City Manager to execute the Agreement and Covenant Running with the Land deferring the construction of public improvements along the Montague Expressway frontages of the properties [APN 104-38-005 and 006 (2018-19); SC 19,159]; and
2. Authorize the recordation thereof.

1.H **19-890** Action on the Introduction of an Ordinance Amending Chapters 2.115 ("General Characteristics of License or Permit - Suspension Procedure"), 3.25 ("Transient Occupancy Tax"), 3.40 ("Business Tax"), 5.05 ("Solicitors and Peddlers"), 5.30 ("Pawnbrokers and Secondhand Dealers"), 5.35 ("Taxicabs and Pedicabs"), 5.61 ("Public Entertainment Generally"), 5.75 ("Bingo"), and 13.10 ("Sewers") of "The Code of the City of Santa Clara, California" to Streamline the Appeal Procedures for City Licenses And Permits

Recommendation: Alternative 1: Introduce an Ordinance Amending Chapters 2.115 ("General Characteristics of License or Permit - Suspension Procedure"), 3.25 ("Transient Occupancy Tax"), 3.40 ("Business Tax"), 5.05 ("Solicitors and Peddlers"), 5.30 ("Pawnbrokers and Secondhand Dealers"), 5.35 ("Taxicabs and Pedicabs"), 5.61 ("Public Entertainment Generally"), 5.75 ("Bingo"), and 13.10 ("Sewers") of "The Code of the City of Santa Clara, California."

1.I **19-946** Action on Amendment No. 1 to the Agreement with Gallagher Benefit Services, Inc. to Facilitate Administration of the HealthInvest Health Reimbursement Arrangement in Support of the City's Voluntary Employee Beneficiary Association

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Agreement with Gallagher Benefit Services, Inc. to extend the term of the agreement through June 30, 2023 and increase the total not-to-exceed amount to $135,000.

1.J **19-1044** Action on California Library Literacy Services Grant Awards and Related Budget Amendment

Recommendation: Accept the California Library Literacy Services grant award of $18,000 and the California Library Literacy Services - Family Literacy grant award of $25,000 into the Library Adult and Family Literacy Grant Fund, and approve the related budget amendment. (Requires five affirmative votes by the City Council).

1.K **19-1049** Action on Community Grant Request from the Santa Clara Women's League for Use of City Facilities in 2020

Recommendation: Approve a community grant for the Santa Clara Women's League in the not-to-exceed amount of $14,549 and authorize the City Manager to adjust the final grant amount, subject to the approval of User Fees for Cost of Services - Phase II of the Municipal Fee Schedule.

1.L **19-365** Action on a Resolution Amending In Part Resolution No. 19-8657, Setting the Number of Regular Meetings of the Board of Library Trustees, and Approving the 2020 Board of Library Trustees Calendar of Meetings

Recommendation: Adopt a Resolution amending in part Resolution No. 19-8657, setting the number of regular Board of Library Trustees meetings, and approving the 2020 Board of Library Trustees Calendar of Meetings.

1.M 19-1108 Action on Approval of Four Separate Side Letter Agreements Between the City of Santa Clara and the Santa Clara Police Officers' Association, International Brotherhood of Electrical Workers Local 1245, American Federation of State, County and Municipal Employees Local 101, and International Association of Fire Fighters Local 1171, and Authorization for the City Manager to Execute the Necessary Third-Party Agreement and Documents to Provide Psychologist or Psychiatrist Benefit Services for Stress Counseling, for Members of IAFF Local 1171.

Recommendation: 1. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and the Santa Clara Police Officers Association (Unit 2) on amendments to the Crime Scene Investigator premium pay effective June 2, 2019, and reinstate the Narcotics Task Force premium pay effective May 21, 2019;

2. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and American Federation of State, County and Municipal Employees Local 101 (Unit 6) to provide a Crane Certification premium pay for employees in the classification of Equipment Operator in the Water and Sewer Department who attain and maintain the State required National Commission for the Certification of Crane Operators certification for operating cranes effective May 19, 2019;

3. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and International Brotherhood of Electrical Workers Local 1245 (Unit 3) on amendments to the asbestos-containing certification premium pay effective January 1, 2018;

4. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and International Association of Fire Fighters Local 1171 (Unit 1) to provide a psychologist or psychiatrist services for stress counseling services; and

5. Authorize the City Manager to Execute the

Necessary Third-Party Agreement and Documents to effectuate the psychologist or psychiatrist services for stress counseling benefit terms in the Side Letter with IAFF Local 1171.

1.N **19-1138** Action on the Settlement in the Case of Lo v. City of Santa Clara, et al. and Approval of the Related Budget Amendment

Recommendation: 1. Approve payment from the Special Liability Insurance Fund in the amount of $3,500,000 to plaintiffs and their counsel in the case of *Lo v. City of Santa Clara, et al.,* in accordance with the terms of the settlement agreement; and
2. Approve a Budget Amendment recognizing insurance refund revenue and appropriating funds from the Reserve for Future Claims in the Special Liability Insurance Fund in the amount of $3,500,000.

1.O **19-1177** Action on Economic Development, Communications, and Marketing Committee Minutes of September 18, 2019

Recommendation: Note and File the Economic Development, Communications, and Marketing Committee Minutes of September 18, 2019.

1.P **19-1208** Action on Referrals from the September 18, 2019 Economic Development, Communications and Marketing Committee Meeting
[EDCM Committee referral 9/18/19: Items 19-990 -Termination of Billboard Agreement and 19-988 - Next Steps for Worker Cooperatives]

Recommendation: Staff makes no recommendation.

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

2. **19-1027** Public Hearing: Action to Accept the 2019 Report on the City's Drinking Water Quality Program Relative to Public Health Goals

Recommendation: Accept the 2019 Report on the City's Drinking Water Quality Program Relative to Public Health Goals.

3. **19-1846** Public Hearing: Action on Appeal of Architectural Committee Approval for the Property at 2892 Sycamore Way

Recommendation: Alternative 1:
Adopt a Resolution to sustain the appeal and modify the decision of the Architectural Committee of June 19, 2019 to allow five bedrooms and four and half bathrooms with an exterior access for Bedroom #1, subject to the condition of an inspection two years after building permit final.

4. **19-1123** Action on an Agreement for Design Professional Services with SmithGroup for Consulting Services Associated with the City of Santa Clara Civic Center Concept Plan and Utility Building Project

Recommendation: Authorize the City Manager to execute an Agreement for Design Professional Services with SmithGroup to provide Civic Center Concept Plan and Utility Building Project Consultant Services for a maximum compensation not to exceed $1,975,709.

5. **19-1022** Public Hearing: Action on a Resolution to Amend Resolution No. 19-8749 to establish the Park In Lieu Fee Schedule for New Residential Development and to determine the Park Improvement Cost to be used in Fee Calculations

Recommendation: Alternatives A and C:

A. Adopt a Resolution Amending Resolution No. 19-8749 to establish the Parkland In Lieu Fee Schedule for New Residential Development for FY2019/20 In Accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the Code of the City of Santa Clara including the "phase in" of the per capita park improvement cost increase over a four-year period at 25% ($666) per year and adjust land valuation (increase/decrease) based on the annual appraisal at 100% cost recovery; and

C. Revisit the annual Construction Cost Index (increases/decreases) in two years, and consider application of a construction cost escalation factor to the per capita park construction/improvement cost basis of $3,471 for use in the annual fee calculation.

6. **19-614** Action on the Resolution Approving the Award of Agreement to Levy Premium Foodservice Limited Partnership for Food and Beverage Operations at the Santa Clara Convention Center and Authorizing the City Manager to Negotiate and Execute Agreement, to Take Ministerial Actions to Implement the Terms of the Agreement, and to Execute Two Five-Year Options to Potentially Extend the Term of the Agreement Through June 30, 2035.

Recommendation: Adopt a Resolution:
1. Authorizing the City Manager to negotiate and execute an agreement with Levy Premium Foodservice Limited Partnership for Food and Beverage Operations at the Santa Clara Convention Center consistent with the terms and form of agreement in the staff report for an initial term starting on November 1, 2019 and ending on June 30, 2025; and
2. Authorizing the City Manager to take ministerial actions consistent with the terms of the agreement; and
3. Authorizing the City Manager to execute two five-year options to extend the term of the Agreement through June 30, 2035.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

19-416 Tentative Meeting Agenda Calendar (TMAC)

ADJOURNMENT

The next regular scheduled meeting is on Tuesday evening, November 5, 2019 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)

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

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

19-1249 **Agenda Date: 10/29/2019**

SUBJECT

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)

19-1250 **Agenda Date: 10/29/2019**

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court of Appeal Case No. H046105

19-1251 **Agenda Date: 10/29/2019**

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Freedom from Religion Foundation et al. v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 16-CV-2072 HRL

19-1256 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Council and Authorities Concurrent/Special Stadium Authority Meeting Minutes of September 17, 2019

RECOMMENDATION

Note and file the Council and Authorities Concurrent/Special Stadium Authority Meeting Minutes of September 17, 2019.

City of Santa Clara

Draft

Meeting Minutes

Council and Authorities Concurrent Meeting

Special Meeting Minutes

Santa Clara Stadium Authority

09/17/2019	**4:00 PM**	**City Hall Council Chambers** **1500 Warburton Avenue** **Santa Clara, CA 95050**

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 Governing Board of the Stadium Authority to commence and convene on September 17, 2019, 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, to consider the following matter(s) and to potentially take action with respect to them.

4:00 PM CLOSED SESSION

Call to Order in the Council Chambers

Mayor/Chairperson Gillmor called the Closed Session to order at 4:00 PM.

Confirmation of a Quorum

Assistant City Clerk/Secretary Pimentel confirmed a quorum.

Public Comment

None.

19-1061 Conference with Legal Counsel-Existing Litigation (SA)
Pursuant to Gov't Code § 54956.9(d)(1)
Forty Niners Stadium Management Company LLC, et al. v. Santa Clara Stadium Authority, et al., Santa Clara County Superior Court Case No. 17CV304903

19-1062 Conference with Legal Counsel-Existing Litigation (SA)
Pursuant to Gov't Code § 54956.9(d)(1)
Forty Niners SC Stadium Company LLC v. Santa Clara Stadium Authority, Demand for Arbitration through JAMS, 6/14/19

19-1063 Conference with Legal Counsel-Existing Litigation (SA)
Pursuant to Gov't Code § 54956.9(d)(1)
Forty Niners SC Stadium Company LLC v. Santa Clara Stadium Authority, Demand for Arbitration through JAMS, 7/26/19

19-1065 Conference with Legal Counsel-Anticipated Litigation (SA)
Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation
Number of potential cases: 1

19-1066 Conference with Legal Counsel-Existing Litigation (CC, SA)
Pursuant to Gov't Code § 54956.9(d)(1)
Nevarez v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:16-CV-07013-HRL

19-1064 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov't Code § 54956.9(d)(1)
Forty Niners SC Stadium Company LLC v. City of Santa Clara, Santa Clara County Superior Court Case No. 18CV326430

19-1068 Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov't Code § 54956.9(d)(1)
Lo, et al., v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:18-CV-03153-NC

Convene to Closed Session (Council Conference Room)

5:15 PM REGULAR COUNCIL AND AUTHORITIES CONCURRENT/SPECIAL STADIUM AUTHORITY MEETING

Call to Order

Mayor/Chairperson Gillmor called the meeting to order at 5:27 PM.

Pledge of Allegiance and Statement of Values

Roll Call

Present: 6 - Councilmember/Boardmember Karen Hardy, Councilmember/ Boardmember Teresa O'Neill, Councilmember/Boardmember Debi Davis, Councilmember/Boardmember Kathy Watanabe, Councilmember/Boardmember, and Mayor/Chairperson Lisa M. Gillmor

Absent: 1 - Vice Mayor/Vice Chair Patricia M. Mahan

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

City Attorney/Stadium Authority Counsel Doyle reported that the Stadium Authority Board voted 6-0 authorizing the initiation of legal proceedings to terminate the Stadium Management Agreement of all non-NFL events only, it will not affect the NFL events at the Stadium.

CONTINUANCES/EXCEPTIONS

Mayor/Chairperson Gillmor requested the Council/Board to move Items 2.A, 2.B, 2.C to be heard immediately after the Consent Calendar.

A motion was made by Councilmember/Boardmember Davis, seconded by Councilmember/Boardmember Watanabe, to move Items 2.A, 2.B and 2.C to be heard immediately after Consent Calendar.

Aye: 6 - Councilmember/Boardmember O'Neill, Councilmember/Boardmember Watanabe, Councilmember/Boardmember Hardy, Councilmember/Boardmember Davis, Councilmember/Boardmember Chahal, and Mayor/Chairperson Gillmor

Absent: 1 - Vice Mayor/Vice Chair Mahan

CONSENT CALENDAR

A motion was made by Councilmember/Boardmember Davis, seconded by Councilmember/Boardmember Watanabe, to approve the Consent Calendar.

Aye: 6 - Councilmember/Boardmember O'Neill, Councilmember/Boardmember Watanabe, Councilmember/Boardmember Hardy, Councilmember/Boardmember Davis, Councilmember/Boardmember Chahal, and Mayor/Chairperson Gillmor

Absent: 1 - Vice Mayor/Vice Chair Mahan

1.A 19-752 Council and Authorities Concurrent Meeting Minutes of July 16, 2019

Recommendation: Note and file the Council and Authorities Concurrent Meeting Minutes of July 16, 2019.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

1.B 19-931 Action on Stadium Authority Meeting Minutes

Recommendation: Note and file the Stadium Authority Meeting Minutes of April 30, 2019.

A motion was made by Boardmember Davis, seconded by Boardmember Watanabe, to approve staff recommendation.

1.C 19-034 Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Charter Review Committee - July 18, 2019
Historical and Landmarks Commission - May 2, 2019
Planning Commission - August 14, 2019
Senior Advisory Commission - July 22, 2019

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

1.D 19-820 Action on Bills and Claims Report (CC, SA, SOSA) for the period July 26th - August 22nd

Recommendation: Approve the list of Bills and Claims for July 26, 2019 - August 22, 2019.

A motion was made by Councilmember/Boardmember Davis, seconded by Councilmember/Boardmember Watanabe, to approve staff recommendation.

1.E 19-297 Action on the Funding Agreement between Peninsula Clean Energy, San Jose Clean Energy, Silicon Valley Clean Energy, City of Palo Alto Utilities, and the City of Santa Clara dba Silicon Valley Power and the California Energy Commission and Center for Sustainable Energy to Fund the Regional Electric Vehicle Infrastructure Incentive Project Under the California Electric Vehicle Infrastructure Project Program

Recommendation:
1. Authorize the City Manager to finalize negotiations with the California Energy Commission on behalf of the City of Santa Clara and enter into the resulting Funding Agreement between Peninsula Clean Energy, San Jose Clean Energy, Silicon Valley Clean Energy, City of Palo Alto Utilities, and the City of Santa Clara dba Silicon Valley Power and the California Energy Commission and Center for Sustainable Energy to Fund the Regional Electric Vehicle Infrastructure Incentive Project under the California Electric Vehicle Infrastructure Project Program; and
2. Authorize the City Manager to adjust the funding up to $1.0 million annually as needed to support Electric Vehicle Charging Stations in the City of Santa Clara through the CALeVIP program.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

1.F 19-803 Action on a Joint Maintenance Agreement with Peninsula Corridor Joint Powers Board for the Caltrain Electrification Project

Recommendation: Approve and authorize the City Manager to execute the Joint Maintenance Agreement with the Peninsula Corridor Joint Powers Board for the maintenance of Peninsula Corridor Electrification Project (PCEP) Facilities at De La Cruz Boulevard, Scott Boulevard, and the Lafayette Street pedestrian bridge crossing; SC 19,207.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

1.G 19-832 Action on a Resolution Ordering the Vacation of the Electric Easements at 190 N. Winchester Boulevard

Recommendation: 1. Adopt a Resolution Ordering the Vacation of the Electric Easements at 190 N. Winchester Boulevard [APN 303-16-073 (2018-19); SC 19,172]; and
2. Authorize the recordation of the Resolution.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to adopt Resolution No. 19-8753 ordering the vacation of the Electric Easements at 190 N. Winchester Boulevard.

1.H 19-872 Action on a Resolution for the Natural Gas Service Agreement Modification and Revised Exhibits with Pacific Gas and Electric Company

Recommendation: Adopt a Resolution authorizing the City Manager to negotiate and execute the Natural Gas Service Agreement Modification and Revised Exhibits which converts the standard PG&E G-EG tariff rate to the terms of the described negotiated rate in a form substantially similar to that in Attachment 2 and Subsequent Natural Gas Service Agreements, Natural Gas Service Agreement Modifications and Revised Exhibits required to support the continued operation of SVP's gas fired generation with Pacific Gas & Electric within approved budgeted amounts.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to adopt Resolution No. 19-8754 authorizing the City Manager to negotiate and execute the Natural Gas Service Agreement Modification and Revised Exhibits which converts the standard PG&E G-EG tariff rate to the terms of the described negotiated rate in a form substantially similar to that in Attachment 2 and Subsequent Natural Gas Service Agreements, Natural Gas Service Agreement Modifications and Revised Exhibits required to support the continued operation of SVP's gas fired generation with Pacific Gas & Electric within approved budgeted amounts.

1.I 19-876 Action to Award Agreement to Ice Rentals, LLC dba Special Ice for Annual Seasonal Ice Rink Installation, Management and Operation Services

Recommendation:

1. Authorize the City Manager to execute an Agreement with Ice Rentals, LLC dba Special Ice to install, operate, and manage a seasonal outdoor ice rink at Santa Clara Central Park for an initial term ending January 31, 2025, for a maximum compensation not to exceed $545,000 for the initial term, subject to the appropriation of funds;
2. Authorize the City Manager to execute amendments to increase the maximum compensation for the agreement, subject to the appropriation of additional funds; and
3. Authorize the City Manager to execute five one-year options to extend the term of the Agreement after the initial term through January 31, 2030, subject to the appropriation of funds.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

1.J 19-892 Report on Actions Taken During City Council Recess from July 17, 2019 to August 20, 2019

Recommendation: Note and file the report on actions taken during Council Recess from July 17, 2019 to August 20, 2019.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

1.K 19-941 Action to Approve California Board of State and Community Corrections Funding to Combat Auto Burglaries and Related Budget Amendment

Recommendation: Approve California Board of State and Community Corrections Funding to Combat Auto Burglaries and Related Budget Amendment in the amount of $750,000.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

1.L 19-957 Action on a Resolution Revising the Council and Authorities Concurrent/Stadium Authority Regular Meetings Dates for the 2019 Calendar Year

Recommendation: Adopt a Resolution revising the Council and Authorities Concurrent/Stadium Authority regular meeting dates for the 2019 calendar year to to set November 5, 2019 as a Stadium Authority regular meeting.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to adopt Resolution No. 19-8755 revising the Council and Authorities Concurrent/Stadium Authority regular meeting dates for the 2019 calendar year to to set November 5, 2019 as a Stadium Authority regular meeting.

1.M 19-935 Note and File Healthier Kids Foundation 4th Quarter Report FY 2018/19

Recommendation: Note and file the Healthier Kids Foundation FY2018-19 4th Quarter Report.

A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to approve staff recommendation.

2. Presentation and Action on City Council and Stadium Authority Items:

A. 19-1043 Informational Report on Litigation Matters Between the City/Stadium Authority and the Forty Niners, and Third-Party Litigation Matters Arising from the Stadium

Recommendation: Note and file Informational Report on Status of Litigation Matters Between the City/Stadium Authority and the Forty Niners, and Third-Party Litigation Matters Arising from the Stadium.

City Attorney/Stadium Authority Counsel Doyle presented the staff report.

A motion was made by Councilmember/Boardmember Davis, seconded by Councilmember/Boardmember O'Neill, to approve staff recommendation.

Aye: 6 - Councilmember/Boardmember Hardy, Councilmember/Boardmember O'Neill, Councilmember/Boardmember Davis, Councilmember/Boardmember Watanabe, Councilmember/Boardmember Chahal, and Mayor/Chairperson Gillmor

Absent: 1 - Vice Mayor/Vice Chair Mahan

B. 19-1025 Introduction of an Ordinance to Amend Sections 17.30.080, 17.30.090 and 17.30.120 modifying the Stadium Authority Executive Director's Authority to Execute Contracts

Recommendation: Alternative 1:

1. Introduce an Ordinance to Amend Development Code Chapter 17.30 Stadium Authority Procurement Policy to remove the Executive Director's delegated procurement authority.

City Manager/Executive Director Santana presented the staff report.

City Attorney/Stadium Authority Counsel Doyle and **City Manager/Executive Director Santana** addressed **Council/Board** comments and concerns.

A motion was made by Councilmember Davis, seconded by Councilmember Hardy, to approve introduction of Ordinance No. 2005, to amend Development Code Chapter 17.30 Stadium Authority Procurement Policy to remove the Executive Director's delegated procurement authority.

Aye: 6 - Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

Absent: 1 - Vice Mayor Mahan

C. 19-1011 Action on the Audited Santa Clara Stadium Authority Fiscal Year 2018/19 Annual Financial Statements

Recommendation: Note and file the Santa Clara Stadium Authority Fiscal Year 2018/19 Annual Financial Statements.

Stadium Authority Treasurer Lee and **Stadium Authority Counsel Doyle** presented the staff report.

Stadium Authority Treasurer Lee, **Stadium Authority Counsel Doyle** and **Executive Director Santana** addressed **Board** comments and concerns.

Public Speaker(s): Public Speaker (1)

A motion was made by Boardmember Davis, seconded by Boardmember Watanabe, to approve staff recommendation and forward Board comments to KPMG, LLP.

Aye: 6 - Boardmember O'Neill, Boardmember Watanabe, Boardmember Hardy, Boardmember Davis, Boardmember Chahal, and Chairperson Gillmor

Absent: 1 - Vice Chair Mahan

Council took a recess at 7:06 PM.

Council reconvened at 7:15 PM.

PUBLIC PRESENTATIONS

None.

CONSENT ITEMS PULLED FOR DISCUSSION

None.

PUBLIC HEARING/GENERAL BUSINESS (CITY COUNCIL AND STADIUM AUTHORITY)

3. 19-804 Direction to Finalize Terms for a Residential Recycling Agreement with Recology and Exclusive Franchise Agreement for Collection and Transportation of Garbage, Organics and Commercial Recyclables with Mission Trail Waste Systems, and to Enter into Negotiation with GreenWaste Recovery, Inc. for Solid Waste Processing, Transfer, Transport, Recycling, and Disposal Services

Recommendation: Alternatives 1, 3 or 4, and 6:

1. Direct staff to finalize terms with Recology for an agreement for residential recycling services for City Council consideration at a subsequent meeting.

3. Direct staff to finalize terms with Mission Trail Waste Systems for an exclusive franchise agreement for collection and transportation of garbage, organics and commercial recyclables for Council consideration at a subsequent meeting that incorporates Option 1 - expansion of the existing pilot split-cart food scraps recycling program to all single-family and townhouse customers/no change to current yard waste program.

4. Direct staff to finalize terms with Mission Trail Waste Systems for an exclusive franchise agreement for collection and transportation of garbage, organics and commercial recyclables for Council consideration at a subsequent meeting that incorporates Option 2 - provision of organics container to all single-family and townhouse customers to collect yard waste, food scraps and food-soiled paper.

6. Direct staff to enter negotiations with GreenWaste Recovery, Inc. for mixed waste processing, recycling, transfer, and disposal services of garbage, organics, and commercial recyclables. If negotiations are successful, incorporate into the Mission Trail Waste System Agreement for Council consideration at a subsequent meeting, Option 3 (in lieu of Option 1 and 2) - continuation of the same single-compartment garbage and yard waste services (that does not require customers to separate food scraps and food-soiled paper) and have the organic materials removed at a mixed waste processing material recovery facility.

Director of Public Works Mobeck initiated the staff report presentation.

Deputy Director of Public Works Staub and Garth Schultz (Principal, R3 Consulting Group, Inc) were called to speak to give further details of the presentation.

Public Speaker(s): Linda Knepper
Louie Pellegrini
Emily Hanson
Public Speaker (1)

A motion was made by Councilmember Davis, seconded by Councilmember Chahal, to approve Alternative 1) Direct staff to finalize terms with Recology for an agreement for residential recycling services for City Council consideration at a subsequent meeting; Alternative 3) Direct staff to finalize terms with Mission Trail Waste Systems for an exclusive franchise agreement for collection and transportation of garbage, organics and commercial recyclables for Council consideration at a subsequent meeting that incorporates Option 1 - expansion of the existing pilot split-cart food scraps recycling program to all single-family and townhouse customers/no change to current yard waste program; and Alternative 6) Direct staff to enter negotiations with GreenWaste Recovery, Inc. for mixed waste processing, recycling, transfer, and disposal services of garbage, organics, and commercial recyclables. If negotiations are successful, incorporate into the Mission Trail Waste System Agreement for Council consideration at a subsequent meeting, Option 3 (in lieu of Option 1 and 2) - continuation of the same single-compartment garbage and yard waste services (that does not require customers to separate food scraps and food-soiled paper) and have the organic materials removed at a mixed waste processing material recovery facility.

Aye: 6 - Councilmember Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

Absent: 1 - Vice Mayor Mahan

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

Councilmember Davis reported that the Triton Museum of Art is having an Oktoberfest on Saturday, September 21, 2019 at 4:00 PM.

Councilmember Davis shared comments of concern regarding the Art and Wine Festival not having enough mugs and glasses with the dates. **City Manager Santana** stated that she would check into how many were ordered against sales and report back to **Council**.

Councilmember O'Neill reported that she attended her first full meeting as a **Boardmember of the Northwest Public Power Association** in Montana.

Councilmember Hardy reported on her attendance at the recent Bicycle and Pedestrian Advisory Committee meeting.

A motion was made by Councilmember/Boardmember Chahal, seconded by Councilmember/Boardmember O'Neill, to excuse Vice Mayor/Vice Chair Mahan.

Aye: 4 - Councilmember/Boardmember Hardy, Councilmember/ Boardmember O'Neill, Councilmember/Boardmember Chahal, and Mayor/Chairperson Gillmor

Nay: 2 - Councilmember/Boardmember Davis, and Councilmember/Boardmember Watanabe

Absent: 1 - Vice Mayor/Vice Chair Mahan

Councilmember Chahal reported on his attendance at the Sikh Art Event at the Triton Museum of Art.

Mayor Gillmor reported the Art and Wine Festival was a success.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

City Manager Santana thanked the **Mayor and Council** for supporting the Art and Wine Festival, and proceeded to share a video of the Art and Wine Festival and acknowledged all the efforts of staff and volunteers. She also mentioned to hold the date of September 19-20, 2020 for next year's festival.

City Manager Santana noted and provided an update on the following:
- The City will be posting the Public Records Request log every Friday on the City's website.

- September is National Hunger Action Month and the Santa Clara Library along with the Santa Clara Unified School District and Second Harvest Food Bank will be recognized at the September 24, 2019 County Board of Supervisors meeting.

- The upcoming Parade of Champions scheduled on September 28, 2019.

- She also shared a new business service the City has implemented allowing businesses to instantly file and print their Business License.

4. 19-672 Response to the September 9, 2019 San José Spotlight article, written by Janice Bitters, titled “Santa Clara Bucked City Rules with Singer Public Relations Contracts”

Councilmember Davis requested a letter of explanation from Mercury News about an article written online on September 11, 2019 regarding the Rolling Stones curfew.

City Manager Santana addressed the concerns **Councilmember Davis** expressed.

19-732 Monthly Update on City Council and Stadium Authority Staff Referrals

19-929 Tentative Meeting Agenda Calendar

ADJOURNMENT

The meeting was adjourned at 9:01 PM in **memory** of **Mr. Philip Tom** (longtime Santa Clara resident), and **James Viso** (former Santa Clara Mayor and Councilmember).

A motion was made by Councilmember/Boardmember Davis, seconded by Councilmember/Boardmember Watanabe, to adjourn the meeting.

Aye: 6 - Councilmember/Boardmember O'Neill, Councilmember/Boardmember Watanabe, Councilmember/Boardmember Hardy, Councilmember/Boardmember Davis, Councilmember/Boardmember Chahal, and Mayor/Chairperson Gillmor

Excused: 1 - Vice Mayor/Vice Chair Mahan

19-1093 Adjournment of the September 17, 2019 City Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, September 24, 2019 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)

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

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

19-037 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Board, Commissions and Committee Minutes

RECOMMENDATION
Note and file the Minutes of:

Board of Library Trustees Meeting Minutes - August 5, 2019

Board of Library Trustees Meeting Minutes - September 6, 2019

Charter Review Committee Meeting Minutes - August 15, 2019

Cultural Commission - August 12, 2019

Youth Commission - September 10, 2019

Parks & Recreation Commission - September 17, 2019

City of Santa Clara

Meeting Minutes

Board of Library Trustees

08/05/2019	6:00 PM	Central Park Library, Board Room 2635 Homestead Rd. Santa Clara, CA 95051

CALL TO ORDER AND ROLL CALL

Chair Kyo called the meeting to order at 6:01 PM.

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

CONSENT CALENDAR

1.A 19-378 Board of Library Trustees Minutes of June 3, 2019

Recommendation: Approve June 3, 2019 meeting minutes.

A motion was made by Trustee Hintermeister, seconded by Vice-Chair Broughman to approve Staff Recommendation.

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

PUBLIC PRESENTATIONS

Tracy Wingrove, Executive Director (Library Foundation and Friends) gave an update on Foundation activities.

GENERAL BUSINESS

2 19-791 Selection of Chair and Vice-Chair for Fiscal Year 2019-20

Recommendation: There is no staff recommendation for this issue.

Trustee Ricossa nominated **Vice-Chair Broughman** as Chair and **Trustee Tryforos** as Vice-Chair for Fiscal Year 2019-20 Board Officers.

A motion was made by Trustee Ricossa, seconded by Trustee Tryforos to approve election of Board Officers for Fiscal Year 2019-20.

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

3 19-844 2020 Board of Library Trustees Calendar of Meetings

Recommendation: There is no staff recommendation for this issue.

A motion was made by Trustee Hintermeister, seconded by Trustee Tryforos to set the Board of Library Trustees Meeting Calendar for 2020 to convene every month except January and July.

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

A motion was made by Chair Kyo, seconded by Trustee Hintermeister to set the location for 2020 Board of Library Trustees meetings at Central Park Library, except the June meeting at Mission Branch Library and the August meeting at Northside Branch Library.

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

STAFF REPORT

19-856 Review and Update Work List

Assistant City Librarian reviewed Work list items and categories, and recommended that Trustees sign up for e-notify for upcoming planning and development meetings.

Assistant City Librarian advised that an initial meeting with Finance and Parks and Recreation was held to discuss the Municipal Fee Schedule for Community room fee structure, reservation process, and policies. Meetings are on-going and staff will provide an update at the next meeting.

19-828 Staff Report: Library Reports and Updates

City Librarian and **Assistant City Librarian** gave a verbal report and an electronic presentation on activities and issues having an impact on the Library.

TRUSTEES REPORT

ADJOURNMENT

The meeting was adjourned at 7:23 PM.

A motion was made by Vice-Chair Broughman, seconded by Trustee Ricossa to adjourn the meeting.

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

The Board of Library Trustees Meeting is adjourned to October 7, 2019, at 6:00 PM.

City of Santa Clara

Meeting Minutes

Board of Library Trustees

09/06/2019	**11:00 AM**	**Central Park Library - Board Room 2635 Homestead Rd. Santa Clara, CA 95051**

Special Meeting

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 Chairperson calls for a Special Meeting of the Board of Library Trustees to commence and convene on September 6, 2019, at 11:00 AM for a Special Meeting in the Board Room located in the Central Park Library, 2635 Homestead Road, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

11:00 AM BOARD SPECIAL MEETING

CALL TO ORDER AND ROLL CALL

Chair Broughman called the meeting to order at 11:02 AM.

A motion was made by Trustee Hintermeister, seconded by Vice-Chair Tryforos to excuse Trustee Ricossa.

Aye: 3 - Chair Broughman, Trustee Hintermeister, and Vice-Chair Tryforos

Excused: 1 - Trustee Ricossa

CONSENT CALENDAR

A motion was made by Trustee Hintermeister, seconded by Vice-Chair Tryforos to pull Item 1.A for discussion.

Aye: 3 - Chair Broughman, Trustee Hintermeister, and Vice-Chair Tryforos

Excused: 1 - Trustee Ricossa

CONSENT ITEMS PULLED FOR DISCUSSION

1.A 19-974 Action on Agreements with the County of Santa Clara for Use of the Santa Clara City Libraries as Vote Centers

Recommendation: Recommend to City Council to approve the Vote Center Facility Use Agreements with the County of Santa Clara for Vote Centers at the Central Park Library, Northside Branch Library and Mission Branch Library.

A motion was made by Trustee Hintermeister, seconded by Vice-Chair Tryforos to approve Staff Recommendation with minor modifiication.

Aye: 3 - Chair Broughman, Trustee Hintermeister, and Vice-Chair Tryforos

Excused: 1 - Trustee Ricossa

PUBLIC PRESENTATIONS

ADJOURNMENT

The meeting was adjourned at 11:06 AM.

A motion was made by Vice-Chair Tryforos, seconded by Trustee Hintermeister to adjourn the meeting.

Aye: 3 - Chair Broughman, Trustee Hintermeister, and Vice-Chair Tryforos

Excused: 1 - Trustee Ricossa

The Board of Library Trustees Meeting is adjourned to October 7, 2019, at 6:00 PM.

Draft

City of Santa Clara

Meeting Minutes

Charter Review Committee

08/15/2019 **6:30 PM** **Central Park Library, Redwood Room**
2635 Homestead Road
Santa Clara, CA 95051

1. Call to Order and Roll Call

Chair Jain called the meeting to order at 6:30 PM. **City Clerk Haggag** participated remotely.

Present 7 - Member Benjamin Cooley, Vice Chair Steven Silva, Member Christine Koltermann, Member Katherine Almazol, Chair Sudhanshu Jain, Member Stephen Ricossa, and Member Richard Bonito

2. Public Presentations

Public Presentations: Steve Chessin noted the Committee should consider two items for a future agenda regarding two possible charter amendments for an independent redistricting committee and ranked choice voting.

3. Approval of the July 18, 2019 Charter Review Committee meeting minutes

19-925 Action on the Charter Review Committee Minutes of the July 18, 2019 Meeting

Recommendation: Approve the Charter Review Committee Minutes of the July 18, 2019 meeting.

Assistant City Clerk Pimentel noted two corrections to the July 18, 2019 meeting minutes.

A motion was made by Member Ricossa and seconded by Member Almazol to approve the July 18, 2019 meeting mintues as corrected.

Aye: 7 - Member Cooley, Vice Chair Silva, Member Koltermann, Member Almazol, Chair Jain, Member Ricossa, and Member Bonito

4. Committee questions on California Voting Rights Act as it pertains to the question of districts

Chair Jain asked the Committee if they had any questions about the CVRA as it pertains to district elections. **Committee Members** asked questions and **City Attorney Doyle** responded.

Public Speaker(s): Public Speakers (4)

5. Update on communication and outreach strategy

19-922 Update on Communication and Outreach Strategy

City Clerk Haggag provided a verbal report on outreach including numbers of posts on social media, upcoming newsletter placement, etc. **Committee Members** then asked questions and made comments regarding the update.

Chair Jain, Member Almazol and **Member Ricossa** requested the creation of an FAQ and **City Clerk Haggag** asked committee members to suggest questions to be added.

6. Initial discussion on support for pursuing 6-District model or some other number of districts model

a. Verbal report from City Clerk on survey results and other feedback received to date

City Clerk Haggag provided brief information about the survey results. **Committee Members** asked questions about the survey.

A motion was made by Member Ricossa and seconded by Member Koltermann to not disucss the results of the survey.

Aye: 3 - Vice Chair Silva, Member Koltermann, and Member Ricossa

Nay: 4 - Member Cooley, Member Almazol, Chair Jain, and Member Bonito

19-1127 Verbal report from City Clerk on survey results and other feedback received to date Post Meeting Material

19-930 OpenGov Survey Results as of August 12, 2019 at 1:44 PM

City Clerk Haggag reviewed the survey totals received as of 3:19 PM that day. **Committee Members** asked questions and provided comments about the survey.

b. Verbal report from Committee members on public input received to date

Committee Members provided an overview of outreach they had conducted and overall questions or comments received.

c. Discussion on additional outreach opportunities

Committee Members presented ideas and had a discussion related to additional outreach methods.

Public Speaker(s): Public speakers (5)

7. Receive public input

Chair Jain opened the meeting for public input.

Public Speaker(s): 2

Public Speaker 1: The speaker noted that a "Mini Mayor" form happens when you have smaller districts. These representatives then to think solely about their smaller areas versus the City as a whole.

Public Speaker 2: The speaker noted frustration with the narrow focus of this process and that this process is being rushed. Speaker noted that other cities have spent a year or more.

Chair Jain asked Committee for input on future agenda items.

Member Cooley requested that the public input portion be moved to the top of the agenda for the next meeting.

Committee Members requested various items be added to the agenda and the Committee voted on each one separately.

A motion was made by Chair Jain and seconded by Member Koltermann to place a discussion about the number of districts on the next meeting agenda.

Aye: 6 - Member Cooley, Vice Chair Silva, Member Koltermann, Member Almazol, Chair Jain, and Member Bonito

Nay: 1 - Member Ricossa

A motion was made by Chair Jain and seconded by Member Koltermann to place a discssion of residency requirements for candidates in a district on the next meeting agenda.

Aye: 5 - Member Cooley, Vice Chair Silva, Member Koltermann, Chair Jain, and Member Bonito

Nay: 2 - Member Almazol, and Member Ricossa

A motion was made by Chair Jain and seconded by Member Koltermann to place the discussion of the redistricting process on the next meeting agenda.

Aye: 3 - Member Cooley, Member Koltermann, and Chair Jain

Nay: 4 - Vice Chair Silva, Member Almazol, Member Ricossa, and Member Bonito

A motion was made by Chair Jain and seconded by Member Koltermann to place a discussion on ranked choice voting on the next meeting agenda.

Aye: 3 - Member Cooley, Member Koltermann, and Chair Jain

Nay: 4 - Vice Chair Silva, Member Almazol, Member Ricossa, and Member Bonito

8. Adjournment

A motion was made by Vice-Chair Silva and seconded by Member Koltermann to adjourn the meeting at 8:32 PM.

Next Meeting: Saturday, September 21, 2019, 12:00 – 2:00 PM – Northside Branch Library Community Room - 695 Moreland Way, Santa Clara, CA 95054

If you would like to request translation services for this public hearing, please contact the City Manager's Office at (408) 615-2210 or manager@santaclaraca.gov.

Pizza or sandwiches will be provided as a light dinner at each of the committee meetings.

Draft

City of Santa Clara

Meeting Minutes

Cultural Commission

08/12/2019	7:00 PM	Special Meeting Senior Center 1303 Fremont Street Santa Clara, CA 95050

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Cultural Commission of the City of Santa Clara to commence and convene on August 12, 2019, at 7:00 p.m. for a Special Meeting at the Senior Center, 1303 Fremont Street, Santa Clara, California, 95050 to consider the following matter(s) and to potentially take action with respect to them.

CALL TO ORDER AND ROLL CALL

Chair Samara called the meeting to order at 7:05 PM.

Present 5 - Chair Louis Samara, Commissioner Niha Mathur, Commissioner Debra von Huene, Commissioner Candida Diaz, and Vice Chair Jonathan Marinaro

Absent 1 - Commissioner Harbir Bhatia

A motion was made by Commissioner Marinaro and seconded by Commisioner Mathur to excuse Commissioner Bhatia.

Aye: 5 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, and Vice Chair Marinaro

Absent: 1 - Commissioner Bhatia

CONSENT CALENDAR

19-912 Cultural Commission Minutes of July 1, 2019

Recommendation: Approve the Cultural Commission Minutes of July 1, 2019

A motion was made by Commissioner Von Huene and seconded by Commissioner Marinaro to approve the Cultural Commission Minutes of July 1, 2019

Aye: 5 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, and Vice Chair Marinaro

Excused: 1 - Commissioner Bhatia

PUBLIC PRESENTATIONS

Public speaker provided a presentation on the American for the Art Conference.

GENERAL BUSINESS

19-913 Cultural Commission Discussion of Draft Work Plan for FY2019-2021

Recommendation: Recommend a Final Work Plan with three to five specific goals with no more than 2 activities/objective per goal for FY2019-2021.

The Commissioners discussed and evaluated the Fiscal Year 2019-20 work plan. No action was taken on this item.

STAFF REPORT

There was no staff report.

COMMISSIONERS REPORT

Commissioners Diaz, Van Huene, Bhatia and Chair Samara attended the Friendship City Memorandum of Understanding signing.

Commissioner Von Huene attended the Downtown Committee Task Force Meeting; Agrihood Community Meeting; Participated in a group build for a Burning Man art piece.

Commissioner Mathur attended the Adventure Playground in Berekley.

ADJOURNMENT

A motion was made by Commissioner Marinaro, and seconded by Commissioner Von Huene to adjourn the meeting at 8:42 PM.

Aye: 5 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, and Vice Chair Marinaro

Excused: 1 - Commissioner Bhatia

Draft

City of Santa Clara

Meeting Minutes

Youth Commission

09/10/2019 | **6:00 PM** | **Teen Center, 2446 Cabrillo Avenue, Santa Clara, CA 95051**

CALL TO ORDER AND ROLL CALL

Commissioner Kloes called the meeting to order at 6:16 p.m.
Commissioner Sharma seconded.

Present 15 - Commissioner Aarav Gupta , Commissioner Ahmad Ismail, Commissioner Jasmine Kelly-Tanti, Commissioner Vincent Kloes, Commissioner Adrianne Krivokapic-Zhou , Commissioner Colin Lim , Commissioner Kayla Phan, Commissioner Raksha Sen , Commissioner Siya Sharma, Commissioner Kavya Sriram , Commissioner Meera Suresh, Commissioner Smrithi Suresh , Commissioner Natasha Yen , Commissioner Sanjana Yerramaneni, and Commissioner Amy Zuo

CONSENT CALENDAR

1. 19-1017 Youth Commission Minutes of May 14, 2019

Recommendation: Approve the Youth Commission Minutes of May 14, 2019.

A motion was made by Commissioner Suresh, seconded by Commissioner Sharma, that this item be recommended for approval. The motion carried by the following vote:

Aye: 15 - Commissioner Gupta, Commissioner Ismail, Commissioner Kelly-Tanti, Commissioner Kloes, Commissioner Krivokapic-Zhou, Commissioner Lim, Commissioner Phan, Commissioner Sen, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Commissioner Yerramaneni, and Commissioner Zuo

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. 19-1018 Youth Commission 2019-20 Work Plan & Goals

Youth Commissioners began to develop ideas for the 2019-2020 term work plan. Initial themes include environmentalism, youth mental health, inclusiveness, youth in government, and public outreach. Discussion will continue at the October 8, 2019 meeting.

STAFF REPORT

3. 19-1019 Youth Commission Teambuilding - Fall 2019

Youth Commissioners discussed possible team building ideas to start the term. Commissioners asked the staff liaison to coordinate a scavenger hunt or ropes course on Sunday, October 6 or Saturday, October 26.

4. 19-1020 Youth Commission Calendar of Upcoming Events - Fall 2019

Jon Kawada, staff liaison, shared commissioner shifts for the food booth at the Art & Wine Festival on September 14 and 15 and potential Sunset Cinema outdoor movie night date, and volunteer opportunity at the Library's Comic Con on Saturday, October 12.

COMMISSIONERS REPORT

ADJOURNMENT

A motion was made by Commissioner Kelly-Tanti, seconded by Commissioner Ismail, that this item be Adjourned. The motion carried by the following vote:

Aye: 15 - Commissioner Gupta, Commissioner Ismail, Commissioner Kelly-Tanti, Commissioner Kloes, Commissioner Krivokapic-Zhou, Commissioner Lim, Commissioner Phan, Commissioner Sen, Commissioner Sharma, Commissioner Sriram, Commissioner Suresh, Commissioner Suresh, Commissioner Yen, Commissioner Yerramaneni, and Commissioner Zuo

Draft

City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

09/17/2019 | **7:00 PM** | **Cafeteria - City Hall East Wing, 1500 Warburton Avenue, Santa Clara, CA 95050**

CALL TO ORDER AND ROLL CALL

Chair Knaack called the meeting to order at 7:00 PM.

Present 5 - Chair Andrew Knaack, Vice Chair Joe Martinez, Commissioner George Guerra, Commissioner Kevan Michael Walke, and Eversley Forte

Absent 2 - Commissioner Burt Field , and Commissioner Roseann Alderete LaCoursiere

Commissioner Walke made a motion, seconded by Commissioner Martinez to excuse Commisioner LaCoursiere.

Present 5 - Chair Andrew Knaack, Vice Chair Joe Martinez, Commissioner George Guerra, Commissioner Kevan Michael Walke, and Commissioner Eversley Forte

Excused 1 - Commissioner Roseann Alderete LaCoursiere

Absent 1 - Commissioner Burt Field

CONSENT CALENDAR

1.A. 19-1037 Action on the Parks & Recreation Commission Minutes of the August 20, 2019 Meeting

Recommendation: Approve the Parks & Recreation Commission Minutes of the August 20, 2019 Meeting.

Commissioner Walke made a motion, seconded by Commissioner Martinez to recommend approval of minutes.

Aye: 4 - Chair Knaack, Vice Chair Martinez, Commissioner Guerra, and Commissioner Walke

Excused: 1 - Commissioner Alderete LaCoursiere

Absent: 1 - Commissioner Field

Abstained: 1 - Commissioner Forte

PUBLIC PRESENTATIONS

Dan Buzatoiu, a Santa Clara resident who frequents Lick Mill Park requested that the Parks & Recreation install a pull bar at the park.

GENERAL BUSINESS

2. 19-1038 Parks & Recreation Commission Work Plan Goals for FY 2019/20

Commissioner Field entered the meeting at 7:33 PM.

The Commission completed most of Work Plan Goal (c), by hosting the 39th Annual Art & Wine Festival and beginning the process of planning celebratory elements of the 40th Anniversary event. The subcommittee for Work Plan Goal (d) Provide leadership and guidance for community input and outreach phase for a new 30+ acre community park in the north of the City, will meet before the October Parks & Recreation Commission Meeting and report back to the Commission.

3. 19-1039 39th Annual Art & Wine Festival - Event Evaluation

The Commission reviewed the 39th Annual Art & Wine Festival and commented on the glass order, placement of booths along food alley, leveling of pavement near the pavilion area. The Commission also commented on the emergency egress plans, the importance of square readers for electronic transactions, entertainment, volunteer effort and training, signage at the booths, etc.. The Commissioners agreed that the 39th Annual Art & Wine Festival was very successful and attendees enjoyed the event.

4. 19-1040 Discuss Annual Holiday Tree Lighting Event and Potential “Honorary Holiday Tree Lighter” Nominations for December 2019

The Commission discussed potential nominees for the Honorary Holiday tree Lighting Person for the upcoming Tree Lighting Ceremony, and will provide a list of nominees at the October Parks & Recreation Commission Meeting.

STAFF REPORT

Director Teixeira provided the Commission with updates regarding two items for Council action regarding Projects for Public Space, Inc. (PPS) on October 22, 2019. The first item is for placemaking activities at the Mission Branch Library and the second Item is for an agreement with PPS which provides for community outreach and input for the 30+ acre community park in the north part of the City. Also, he briefed the Commission about the recent installation of the replacement boiler at the International Swim Center, and highlighted the upcoming Parade of Champions that will be held on Saturday, September 28, 2019.

Deputy Director Seale provided an update on current park projects including Bowers Park Playground Rehabilitation Project, and Machado Park Playground Rehabilitation Project which are expected to be completed in the fall. The Magical Bridge Foundation Signing Ceremony with the City will be held at the Central Park amphitheater at 10:00 AM on Thursday, September 19, 2019.

Recreation Manager Castro informed the Commission about the Celebration of Life for Bill Shaddle (former Parks & Recreation Commissioner) which will be held at the Elks Lodge at 1:00 PM on September 28, 2019.

COMMISSIONERS REPORT

Commissioner Field visited Maywood Park.

Commissioner Forte visited Warburton Park.

Commissioner Guerra visited Maywood Park and commented on the newly painted park sign,. He also visited Warburton Park, and Mary Gomez Park and pool where he noticed how well crossing guards with reflective vests were escorting children across the street.

Chair Knaack visited Civic Center Park, and Fremont Park.

Commissioner LaCoursiere visited Warburton Park, Larry J. Marsalli Park and Everett N. "Eddie" Souza Park.

Commissioner Martinez visited the Reed & Grant Streets Sports Park construction site, and Central Park.

Commissioner Walke visited the Reed & Grant Streets Sports Park construction site, Central Park, Washington Park ballfield, and Larry J. Marsalli Park.

ADJOURNMENT

Commissioner Walke made a motion, seconded by Commissioner Guerra to adjourn the meeting until the next Parks & Recreation Commission Meeting on October 15, 2019 at 7:00 PM.

19-1077 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Action on Bills and Claims Report (CC, SA, HA) for the period September 13th - October 3rd

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

The Bills and Claims Report represents the cash disbursements required for operations of the City during the period. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process.

DISCUSSION
Significant expenditures in this time period include:

- Payment to Tri Dam Power Authority/Project in the amount of $4,744,618 for August 2019 Hydroelectric purchase.
- Payment to OC Jones & Sons Inc., in the amount of $3,137,960 for July and August 2019 progress payments for Reed-Grant Streets Sports Park Project.
- Payment to EDF Trading North America LLC, in the amount of $2,329,363 for August 2019 gas purchase.
- Payment to MSR Public Power Agency in the amount of $1,465,062 for August 2019 Big Horn energy purchase and commission expense.
- Payment to Preston Pipelines in the amount of $1,115,277 for sewer repair on Lafayette through June 2019.
- Payment to PG&E in the amount of $925,405 for August 2019 electric & gas purchases.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, materials, and supplies expenses of approximately $36,933. Included in this amount are expenses to Santa Clara County Sheriff's Department for special law enforcement services at stadium events, and Alliant Insurance Services Inc. for police officer policies hired from neighboring jurisdictions to provide security at 5

additional events in FY2019/20. These expenses are reimbursed to the City by the Stadium Authority.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(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 expenditures of $24,737,079 were appropriated to various funds with the adoption of the Fiscal Year 2019/20 Budget, as amended.

PUBLIC CONTACT

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

RECOMMENDATION

Approve the list of Bills and Claims for September 13, 2019 - October 3, 2019.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bills and Claims Approved for Payment Report

City of Santa Clara
List of All Bills and Claims Approved for Payment

Run Date 9/12/2019
Run Time 13:54:33 PM

Sorted by Payment Number

Payment No: 013619

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/16/2019	CARIE T ROSE	00454191	08/25/19-09/07/19DR	WAGE ATTACHMENT B1919	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85

Payment No: 013620

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/16/2019	CITY OF SANTA CLARA EMPLOYEES	00454177	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll Liability&ClearingAcct	2,642.00
				Total for Payment No.:		2,642.00

Payment No: 013621

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/16/2019	INTL FIREFIGHTERS LOCAL 1171	00454173	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll Liability&ClearingAcct	33,026.50
				Total for Payment No.:		33,026.50

Payment No: 013622

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/16/2019	INTL FIREFIGHTERS LOCAL 1171	00454240	09/01/19-09/30/19	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,752.00
				Total for Payment No.:		4,752.00

Payment No: 013623

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

09/16/2019	PUBLIC SAFETY NON-SWORN	00454175	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll Liability&ClearingAcct	3,200.00
				Total for Payment No.:		3,200.00

Payment No: 013624

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/16/2019	SANTA CLARA MGMT ASSN	00454178	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll Liability&ClearingAcct	1,071.00
				Total for Payment No.:		1,071.00

Payment No: 013625

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/16/2019	WORKTERRA	00454241	08/25/19-09/07/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	6,861.69
09/16/2019	WORKTERRA	00454241	08/25/19-09/07/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	564.10
09/16/2019	WORKTERRA	00454241	08/25/19-09/07/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	6,397.47
09/16/2019	WORKTERRA	00454241	08/25/19-09/07/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	1,149.80
				Total for Payment No.:		14,973.06
				Overall Total		60,818.41

Sorted by Payment Number

Payment No: 636679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	AFSCME COUNCIL 57	00454181	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll Liability&ClearingAcct	4,933.68
				Total for Payment No.:		4,933.68

Payment No: 636680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	CA FRANCHISE TAX BOARD	00454180	08/25/19-09/07/19CB	WAGE ATTACHMENT B1919	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 636681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	CA FRANCHISE TAX BOARD	00454182	08/25/19-09/07/19JO	WAGE ATTACHMENT B1919	Payroll Liability&ClearingAcct	180.00
				Total for Payment No.:		180.00

Payment No: 636682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	CA FRANCHISE TAX BOARD	00454183	08/25/19-09/07/19WW	WAGE ATTACHMENT B1919	Payroll Liability&ClearingAcct	200.00
				Total for Payment No.:		200.00

Payment No: 636683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

09/13/2019	CA FRANCHISE TAX BOARD	00454185	08/25/19-09/07/19KW	WAGE ATTACHMENT B1919	Payroll Liability&ClearingAcct	237.58
				Total for Payment No.:		237.58

Payment No: 636684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	CAL PERS LONG TERM CARE PROGRAM	00454236	13017713	BIWEEKLY PR CALPERS LT B1919	Payroll Liability&ClearingAcct	378.74
				Total for Payment No.:		378.74

Payment No: 636685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	DELTA DENTAL INSURANCE COMPANY	00454239	BE003534014	DELTA DENTAL INS PREM SEP	Payroll Liability&ClearingAcct	7,695.35
				Total for Payment No.:		7,695.35

Payment No: 636686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	DELTA DENTAL PLAN OF CALIF	00454242	BE003533383	DELTA DENTAL INS PREM	Payroll Liability&ClearingAcct	71,994.92
				Total for Payment No.:		71,994.92

Payment No: 636687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	ENGINEERS -CITY OF SANTA CLARA	00454184	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll Liability&ClearingAcct	981.40
				Total for Payment No.:		981.40

Payment No: 636688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	IBEW	00454187	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll	12,276.59

					Liability&ClearingAcct	
				Total for Payment No.:		12,276.59

Payment No: 636689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	MANAGED HEALTH NETWORK INC	00454194	PRM-042957	EMP ASSISTANCE PROG B1919	Payroll Liability&ClearingAcct	5,594.38
				Total for Payment No.:		5,594.38

Payment No: 636690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	METLIFE INDIVIDUAL LONG TERM	00454227	19647956 SEP2019	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	875.43
				Total for Payment No.:		875.43

Payment No: 636691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	SANTA CLARA POLICE ASSN	00454189	08/11/19-09/07/19	UNION DUES B1918 & B1919	Payroll Liability&ClearingAcct	18,692.12
				Total for Payment No.:		18,692.12

Payment No: 636692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	STANDARD INSURANCE CO	00454238	07/27/19-09/07/19	LIFE & DIS INS	Payroll Liability&ClearingAcct	6,631.64
09/13/2019	STANDARD INSURANCE CO	00454238	07/27/19-09/07/19	LIFE & DIS INS	Payroll Liability&ClearingAcct	7,500.51
09/13/2019	STANDARD INSURANCE CO	00454238	07/27/19-09/07/19	LIFE & DIS INS	Payroll Liability&ClearingAcct	3,670.66
09/13/2019	STANDARD INSURANCE CO	00454238	07/27/19-09/07/19	LIFE & DIS INS	Payroll Liability&ClearingAcct	4,410.07
09/13/2019	STANDARD INSURANCE CO	00454238	07/27/19-09/07/19	LIFE & DIS INS	Payroll Liability&ClearingAcct	15,014.59

				Total for Payment No.:		37,227.47

Payment No: 636693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	U.S. BANK	00454233	08/25/19-09/07/19	BIWKLY PAYROLL DED PARS B1919	Fringe Benefits	20,029.28
				Total for Payment No.:		20,029.28

Payment No: 636694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	US TREASURY	00454188	08/25/19-09/07/19ND	WAGE ATTACHMENT B1919	Payroll Liability&ClearingAcct	1,055.49
				Total for Payment No.:		1,055.49

Payment No: 636695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	US TREASURY	00454190	08/25/19-09/07/19JO	WAGE ATTACHMENT B1919	Payroll Liability&ClearingAcct	50.00
				Total for Payment No.:		50.00

Payment No: 636696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/13/2019	VSP	00454225	807347695	INSURANCE PLAN STD 9/19	Payroll Liability&ClearingAcct	94.56
09/13/2019	VSP	00454229	807347702	INSURANCE PLAN STD CTY PD	Payroll Liability&ClearingAcct	3,521.32
09/13/2019	VSP	00454231	807347698	INSURANCE PLAN PREM 9/19	Payroll Liability&ClearingAcct	303.38
09/13/2019	VSP	00454234	807347711	INSURANCE PLAN PREM CTY PD	Payroll Liability&ClearingAcct	6,038.89
09/13/2019	VSP	00454235	807359183	INSURANCE PLAN STD COBRA	Payroll Liability&ClearingAcct	184.32
09/13/2019	VSP	00454237	807359182	INSURANCE PLAN PREM COBRA	Payroll Liability&ClearingAcct	285.23

Total for Payment No.:	10,427.70
Overall Total	192,980.13

Sorted by Payment Number

Payment No: 013626

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ADVANTAGE OFFICE SOLUTIONS INC	00453823	12265	BLG INSPE MOVE TO 1500 CIVIC	General Government - Other	507.50
09/19/2019	ADVANTAGE OFFICE SOLUTIONS INC	00453824	12264	CITY CLERK - LABOR	General Fund	1,695.00
09/19/2019	ADVANTAGE OFFICE SOLUTIONS INC	00453824	12264	MATERIALS	General Fund	652.22
				Total for Payment No.:		2,854.72

Payment No: 013627

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	AIR FILTER SUPPLY INC	00454214	I377881	SUPPLIES	General Fund	186.77
09/19/2019	AIR FILTER SUPPLY INC	00454215	I377294	FILTERS EDO	General Fund	259.93
				Total for Payment No.:		446.70

Payment No: 013628

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ALLIANT INSURANCE SVCS INC	00454102	1151414	POLICY # CSP18XXX6199	General Fund	7,500.07
				Total for Payment No.:		7,500.07

Payment No: 013629

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ALTERNATIVE OFFICE SOLUTIONS	00453902	100357COR	MATERIALS FOR SUBSTATION UPGRA	Electric Utility	5,352.74
				Total for Payment No.:		5,352.74

Payment No: 013630

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ASPEN ENVIRONMENTAL GROUP	00454271	3301.002-32	RATE,TARIFF,COST OF SVC JUL19	Electric Utility	3,446.25
09/19/2019	ASPEN ENVIRONMENTAL GROUP	00454271	3301.002-32	AMI,MV90,MTR DATA ANALYS JUL19	Electric Utility	7,998.00
				Total for Payment No.:		11,444.25

Payment No: 013631

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BAYWA R.E. SOLAR PROJECTS, LLC	00454226	66381-03/66317-03 CPV AUG-2019	PBI AUG-19 PYMT #17 PR II TWRS	Elec OperatingGrant Trust Fund	16,786.62
				Total for Payment No.:		16,786.62

Payment No: 013632

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BELL ELECTRICAL SUPPLY	00454216	5595480	CENTRAL LIB ELECTRICAL	General Fund	171.12
				Total for Payment No.:		171.12

Payment No: 013633

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BOUNDTREE MEDICAL LLC	00454091	83326015	FY18-19 EXPENDABLE EMERGENCY M	General Fund	209.40
09/19/2019	BOUNDTREE MEDICAL LLC	00454093	83329248	FY18-19 EXPENDABLE EMERGENCY M	General Fund	3,709.71
09/19/2019	BOUNDTREE MEDICAL LLC	00454093	83329248	FY17-18 EXPENDABLE EMERGENCY M	General Fund	52.09
09/19/2019	BOUNDTREE MEDICAL LLC	00454093	83329248	FY16-17 EXPENDABLE EMERGENCY M	General Fund	366.52
				Total for Payment No.:		4,337.72

Payment No: 013634

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CALIFORNIA SPORTS CENTER	00454095	16530-17501	INSTRUCTOR CONTRACT PAYMENT FO	General Fund	40,344.63
09/19/2019	CALIFORNIA SPORTS CENTER	00454148	072815	Space saver devices for bars	General Fund	750.00
				Total for Payment No.:		41,094.63

Payment No: 013635

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CHAPARRAL AT CALAVERAS INC	00454096	17128	CHANGE ORDER #2 - ADDITIONAL F	General Fund	49.00
09/19/2019	CHAPARRAL AT CALAVERAS INC	00454370	17124-17129	CHANGE ORDER #2 - ADDITIONAL F	General Fund	157.50
				Total for Payment No.:		206.50

Payment No: 013636

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CINTAS CORP #630	00453829	630703458	UNIFORMS	General Fund	93.44
09/19/2019	CINTAS CORP #630	00453830	630671211	UNIFORMS	General Fund	66.37
09/19/2019	CINTAS CORP #630	00453831	630705271	UNIFORMS	General Fund	64.87
09/19/2019	CINTAS CORP #630	00453832	630709441	UNIFORMS	General Fund	144.41
09/19/2019	CINTAS CORP #630	00453914	630693551	UNIFORM SERVICES	General Fund	102.95
09/19/2019	CINTAS CORP #630	00453916	630697371	UNIFORM SERVICES	General Fund	96.87
09/19/2019	CINTAS CORP #630	00453919	630701277	UNIFORM SERVICES	General Fund	96.87
09/19/2019	CINTAS CORP #630	00453922	630705272	UNIFORM SERVICES	General Fund	96.87
09/19/2019	CINTAS CORP #630	00454118	630710897	Street Uniform Shirts	General Fund	314.23
09/19/2019	CINTAS CORP #630	00454119	630710896	Street Uniforms	General Fund	328.79
09/19/2019	CINTAS CORP #630	00454119	630710896	Fleet Uniforms	Fleet Operation Fund	131.11
09/19/2019	CINTAS CORP #630	00454119	630710896	Street Uniforms	General Fund	21.82
09/19/2019	CINTAS CORP #630	00454119	630710896		Fleet Operation Fund	8.70
09/19/2019	CINTAS CORP #630	00454217	630697370	UNIFORMS	General Fund	64.87
09/19/2019	CINTAS CORP #630	00454218	630701276	UNIFORMS	General Fund	64.87
09/19/2019	CINTAS CORP #630	00454220	630691833	UNIFORMS	General Fund	93.44
09/19/2019	CINTAS CORP #630	00454221	630695656	UNIFORMS	General Fund	93.44
09/19/2019	CINTAS CORP #630	00454223	630713777	UNIFORMS	General Fund	69.37
				Total for Payment No.:		1,953.29

Payment No: 013637

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	COMCAST	00453912	8/27/19AC8155100091701239	COMCAST LIB 2635 HOMESTEAD RD	General Fund	40.90
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	CH 1500 WARBURTON AVE	Information Technology Service	161.68
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	IT 1405 CIVIC CNTR DR	Information Technology Service	56.06
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	PD 1990 WALSH AVE	General Fund	148.35
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	39.57
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	34.08
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	177.05
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	34.78
09/19/2019	COMCAST	00454033	8/23/19AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	61.64
				Total for Payment No.:		754.11

Payment No: 013638

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	COMMERCIAL TREE CARE	00454120	37185	Tree Maintenance	General Fund	12,550.00
				Total for Payment No.:		12,550.00

Payment No: 013639

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	COUNTY OF SANTA CLARA	00454058	1800069327	transp. dputes. 81819 Leviconc	General Fund	2,430.72
09/19/2019	COUNTY OF SANTA CLARA	00454063	1800065295	trns. dputs. Lv's NFL 110118	General Fund	4,131.03
				Total for Payment No.:		6,561.75

Payment No: 013640

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

09/19/2019	DALEO INC	00453910	SV7118-01	MTCE/REPAIR U/G SUBSTRUCTURES	Electric Utility	4,926.00
09/19/2019	DALEO INC	00454168	SV847-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	19,210.56
				Total for Payment No.:		24,136.56

Payment No: 013641

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ECONOMIC & PLANNING SYSTEMS, INC.	00454386	181136-9	DEVELOPMENT IMPACT FEE STUDY	General Fund	5,651.25
09/19/2019	ECONOMIC & PLANNING SYSTEMS, INC.	00454386	181136-9	Amendment No. 1 - TESP Area Fe	General Fund	68.75
				Total for Payment No.:		5,720.00

Payment No: 013642

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	EFFICIENCY SERVICES GROUP, LLC	00454192	2429	CALL19-1 EXTER LITE JUL/AUG19	Elec OperatingGrant Trust Fund	7,750.00
09/19/2019	EFFICIENCY SERVICES GROUP, LLC	00454192	2429	CALL19-1 EXTER LITE JUL/AUG19	Elec OperatingGrant Trust Fund	19,134.00
				Total for Payment No.:		26,884.00

Payment No: 013643

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ENERGY & RESOURCE SOLUTIONS	00454196	10363	BUSINESS PB PROG 17-2 AUG19	Elec OperatingGrant Trust Fund	11,722.84
09/19/2019	ENERGY & RESOURCE SOLUTIONS	00454196	10363	BUSINESS PB PROG 17-2 AUG19	Elec OperatingGrant Trust Fund	7,815.22
09/19/2019	ENERGY & RESOURCE SOLUTIONS	00454196	10363	BUSINESS PB PROG 17-2 AUG19	Elec OperatingGrant Trust Fund	31,260.89
09/19/2019	ENERGY & RESOURCE SOLUTIONS	00454196	10363	BUSINESS PB PROG 17-2 AUG19	Elec OperatingGrant Trust Fund	3,126.09
09/19/2019	ENERGY & RESOURCE SOLUTIONS	00454196	10363	BUSINESS PB PROG 17-2 AUG19	Elec OperatingGrant Trust Fund	3,126.09
09/19/2019	ENERGY & RESOURCE SOLUTIONS	00454196	10363	BUSINESS PB PROG 17-2 AUG19	Elec OperatingGrant Trust Fund	21,101.10
				Total for Payment No.:		78,152.23

Payment No: 013644

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ENVIRONMENTAL SYSTEMS RESEARCH	00454044	93686427COR	Enterprise License Agreement-G	Electric Utility	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 013645

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ESSENSE PARTNERS	00454150	1821	MARKETING/PR RETAINER JUL19	Elec OperatingGrant Trust Fund	260.00
09/19/2019	ESSENSE PARTNERS	00454150	1821	MARKETING/PR RETAINER JUL19	Electric Utility	130.00
09/19/2019	ESSENSE PARTNERS	00454150	1821	MARKETING/PR RETAINER JUL19	Elec OperatingGrant Trust Fund	130.00
09/19/2019	ESSENSE PARTNERS	00454151	1822	MARKETING/PR RETAINER AUG19	Elec OperatingGrant Trust Fund	1,400.00
09/19/2019	ESSENSE PARTNERS	00454151	1822	MARKETING/PR RETAINER AUG19	Electric Utility	450.00
09/19/2019	ESSENSE PARTNERS	00454151	1822	MARKETING/PR RETAINER AUG19	Elec OperatingGrant Trust Fund	460.00
				Total for Payment No.:		2,830.00

Payment No: 013646

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454084	286590	12FT WESTERN SPOON	Electric Utility Construction	123.91
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454084	286590	12FT STRAIGHT SHOVEL	Electric Utility Construction	123.92
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454084	286590	SHIPPING	Electric Utility Construction	250.17
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454085	281092	ERGO KNEELING PAD 14"X21"	Electric Utility	62.28
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454085	281092	SHIPPING	Electric Utility	10.92
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	YOUNGSTOWN ARC RATED GLOVE M	Electric Utility	366.24
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	YOUNGSTOWN ARC RATED GLOVE L	Electric Utility	332.95
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	YOUNGSTOWN ARC RATED GLOVE XL	Electric Utility	532.71
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	KUNZ 552 GLOVES	Electric Utility	266.36

09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	10" EDWARDS LOW VOLTAGE GLOVE8	Electric Utility	54.63
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	10" EDWARDS LOW VOLTAGE GLOVE9	Electric Utility	54.63
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	10"EDWARDS LOW VOLTAGE GLOVE10	Electric Utility	72.84
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	10"EDWARDS LOW VOLTAGE GLOVE11	Electric Utility	72.84
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	KLEIN FOLDING KNIFE W/ CLIP	Electric Utility	107.53
09/19/2019	FARWEST LINE SPECIALTIES LLC	00454087	288346	SHIPPING	Electric Utility	20.27
				Total for Payment No.:		2,452.20

Payment No: 013647

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	FIX AUTO SANTA CLARA	00454024	34696	Repairs for V#3264	Fleet Operation Fund	2,552.25
09/19/2019	FIX AUTO SANTA CLARA	00454024	34696	LABOR	Fleet Operation Fund	1,474.20
				Total for Payment No.:		4,026.45

Payment No: 013648

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	GEI CONSULTANTS, INC.	00454000	3057139	PRJ MGMT BUCKS CRK RELIC JUL19	Electric Utility Construction	25,680.32
				Total for Payment No.:		25,680.32

Payment No: 013649

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	GRAINGER-SAN JOSE	00454224	9142670752	SUPPLIES	General Fund	37.13
				Total for Payment No.:		37.13

Payment No: 013650

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	HILL BROTHERS CHEMICAL CO	00454059	07057681	DVR AMMONIA DELIVERY 8/29/19	Electric Utility	3,570.58
09/19/2019	HILL BROTHERS CHEMICAL CO	00454059	07057681	FUEL SURCHARGE	Electric Utility	21.80

09/19/2019	HILL BROTHERS CHEMICAL CO	00454128	07058063	DVR AMMONIA DELIVERY 9/7/19	Electric Utility	4,086.21
09/19/2019	HILL BROTHERS CHEMICAL CO	00454128	07058063	FUEL SURCHARGE	Electric Utility	21.80
09/19/2019	HILL BROTHERS CHEMICAL CO	00454128	07058063	HB OVERTIME CHARGE	Electric Utility	436.00
				Total for Payment No.:		8,136.39

Payment No: 013651

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	HOT LINE CONSTRUCTION, INC.	00454007	12083R	PWC 2421 CALTRAINS AUG19	Electric Utility Construction	46,320.00
09/19/2019	HOT LINE CONSTRUCTION, INC.	00454007	12083R	RETENTION PCW 2421 CALTRAINS	Electric Utility Construction	-2,316.00
				Total for Payment No.:		44,004.00

Payment No: 013652

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00454123	3870011-00	Landscaping Supplies	General Fund	812.64
09/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00454125	3873640-00	Landscaping Supplies	General Fund	140.16
09/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00454126	3876668-00	Landscaping Supplies	General Fund	31.36
09/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00454127	3877275-00	Landscaping Supplies	General Fund	169.72
09/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00454129	3877644-00	Landscaping Supplies	General Fund	248.13
09/19/2019	IMPERIAL SPRINKLER SUPPLY INC	00454130	3882798-00	Landscaping Supplies	General Fund	186.50
				Total for Payment No.:		1,588.51

Payment No: 013653

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	INTEGRATED ARCHIVE SYSTEMS INC	00454268	0091407-IN	NETAPP SUPPORT	Electric Utility Construction	1,700.00
09/19/2019	INTEGRATED ARCHIVE SYSTEMS INC	00454268	0091407-IN	IAS-PS TRAINING 3 DAYS ONLINE	Electric Utility Construction	6,000.00
				Total for Payment No.:		7,700.00

Payment No: 013654

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	KUEHNE CONSTRUCTION	00453839	19-32	MORSE MANSION 18152	General Government - Other	5,636.56
09/19/2019	KUEHNE CONSTRUCTION	00454230	19-97	UTILITIES SHEETROCK	Electric Utility	1,500.20
				Total for Payment No.:		7,136.76

Payment No: 013655

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	LEE'S FORKLIFT SERVICE	00454011	19941	V#2470 - Electric	Fleet Operation Fund	236.00
				Total for Payment No.:		236.00

Payment No: 013656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MANSFIELD OIL COMPANY	00454026	570859	Street Corp Yard Tank #53	Fleet Operation Fund	18,333.49
				Total for Payment No.:		18,333.49

Payment No: 013657

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MELTWATER NEWS US INC.	00454293	IN-S151-490575	CHANGE ORDER #1 - ADDITINOAL F	General Fund	6,670.00
				Total for Payment No.:		6,670.00

Payment No: 013658

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	METROPOLITAN PLANNING GROUP	00454381	1001308	Code Enforcement Personnel	General Fund	6,982.74
09/19/2019	METROPOLITAN PLANNING GROUP	00454381	1001308	Code Enforcement Personnel	General Fund	7,592.53
09/19/2019	METROPOLITAN PLANNING GROUP	00454381	1001308	Code Enforcement Personnel	General Fund	1,432.73
09/19/2019	METROPOLITAN PLANNING GROUP	00454389	1001322	PROFESSIONAL SERVICES	Deposit Funds.	3,522.50
09/19/2019	METROPOLITAN PLANNING GROUP	00454390	1001323	PROFESSIONAL SERVICES	Deposit Funds.	175.00

09/19/2019	METROPOLITAN PLANNING GROUP	00454391	1001324	PROFESSIONAL SERVICES	Deposit Funds.	2,325.00
09/19/2019	METROPOLITAN PLANNING GROUP	00454392	1001325	PROFESSIONAL SERVICES	Deposit Funds.	465.00
				Total for Payment No.:		22,495.50

Payment No: 013659

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MEYERS NAVE RIBACK SILVER	00454339	2019060471	LEGAL SERVICES	General Fund	2,329.00
09/19/2019	MEYERS NAVE RIBACK SILVER	00454340	2019050473	LEGAL SERVICES	General Fund	175.00
09/19/2019	MEYERS NAVE RIBACK SILVER	00454341	2019050474	LEGAL SERVICES	General Fund	3,255.00
09/19/2019	MEYERS NAVE RIBACK SILVER	00454342	2019060473	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	2,132.80
09/19/2019	MEYERS NAVE RIBACK SILVER	00454343	2019050476	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	8,698.77
09/19/2019	MEYERS NAVE RIBACK SILVER	00454344	2019040590	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	7,765.16
09/19/2019	MEYERS NAVE RIBACK SILVER	00454345	2019030477	LEGAL SERVICES	Special Liability Insurance	17,085.33
09/19/2019	MEYERS NAVE RIBACK SILVER	00454345	2019030477	CHANGE ORDER #1 ADD FUNDS PER	Special Liability Insurance	6,231.21
09/19/2019	MEYERS NAVE RIBACK SILVER	00454347	2019050475	CHANGE ORDER #1 ADD FUNDS PER	General Fund	34,931.30
				Total for Payment No.:		82,603.57

Payment No: 013660

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MIDWEST TAPE LLC	00454014	97825927	BM AD DVD'S	General Fund	86.61
09/19/2019	MIDWEST TAPE LLC	00454014	97825927	1241 AD MCD'S	General Fund	36.49
09/19/2019	MIDWEST TAPE LLC	00454014	97825927	1241 AD DVD'S	General Fund	346.19
09/19/2019	MIDWEST TAPE LLC	00454014	97825927	1231 Juv DVD'S	General Fund	32.13
09/19/2019	MIDWEST TAPE LLC	00454014	97825927	1233 AD DVD'S	General Fund	77.62
09/19/2019	MIDWEST TAPE LLC	00454014	97825927	1235 AD DVD'S	General Fund	135.10
09/19/2019	MIDWEST TAPE LLC	00454014	97825927	1235 Juv DVD	General Fund	27.23
09/19/2019	MIDWEST TAPE LLC	00454015	97826321	1235 AD ABK	General Fund	16.34

09/19/2019	MIDWEST TAPE LLC	00454015	97826321	1241 AD ABKS	General Fund	386.85
09/19/2019	MIDWEST TAPE LLC	00454016	97848204	BM Juv DVD'S	General Fund	56.66
09/19/2019	MIDWEST TAPE LLC	00454016	97848204	1241 AD MCD'S	General Fund	31.42
09/19/2019	MIDWEST TAPE LLC	00454016	97848204	1241 AD DVD'S	General Fund	40.31
09/19/2019	MIDWEST TAPE LLC	00454016	97848204	1235 Juv DVD'S	General Fund	113.32
09/19/2019	MIDWEST TAPE LLC	00454017	97857555	BM AD DVD	General Fund	28.33
09/19/2019	MIDWEST TAPE LLC	00454017	97857555	1241 AD MCD	General Fund	18.25
09/19/2019	MIDWEST TAPE LLC	00454017	97857555	1241 AD DVD'S	General Fund	195.99
09/19/2019	MIDWEST TAPE LLC	00454017	97857555	1233 AD DVD'S	General Fund	56.66
09/19/2019	MIDWEST TAPE LLC	00454017	97857555	1235 AD DVD'S	General Fund	120.91
09/19/2019	MIDWEST TAPE LLC	00454018	97857673	1241 AD ABKS	General Fund	384.68
09/19/2019	MIDWEST TAPE LLC	00454019	97857981	1241 AD MCD	General Fund	16.45
09/19/2019	MIDWEST TAPE LLC	00454020	97859325	1241 AD MCD	General Fund	12.52
				Total for Payment No.:		2,220.06

Payment No: 013661

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MILTON SECURITY GROUP LLC	00454245	Q31210	COULTER, ETHAN 8/24/19-9/6/19	Electric Utility	9,280.00
09/19/2019	MILTON SECURITY GROUP LLC	00454246	Q31212	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,920.00
09/19/2019	MILTON SECURITY GROUP LLC	00454247	Q31211	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,048.00
				Total for Payment No.:		26,248.00

Payment No: 013662

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MISSION TRAIL WASTE SYSTEMS	00454109	1839SEP2019	AUG GARBAGE COLLECTION SVCS	Solid Waste Program	923,590.65
09/19/2019	MISSION TRAIL WASTE SYSTEMS	00454109	1839SEP2019	AUG GARBAGE COLLECTION SVCS	Solid Waste Program	173,761.63
				Total for Payment No.:		1,097,352.28

Payment No: 013663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MT TIRE SERVICE	00453586	11240	SERVICE CALL V2739 WO 124940	Fleet Operation Fund	200.00
09/19/2019	MT TIRE SERVICE	00453586	11240	LABOR V2739 WO 124940	Fleet Operation Fund	15.00
09/19/2019	MT TIRE SERVICE	00453953	11745	LABOR-MD V3332 WO 124747	Fleet Operation Fund	30.00
09/19/2019	MT TIRE SERVICE	00453954	11744	CA TIRE TAX	Fleet Operation Fund	24.50
09/19/2019	MT TIRE SERVICE	00453954	11744	FED TIRE TAX	Fleet Operation Fund	62.16
09/19/2019	MT TIRE SERVICE	00453954	11744	TIRE-STOCK 18.06.47	Fleet Operation Fund	4,049.49
09/19/2019	MT TIRE SERVICE	00453955	11615	LABOR - MD V3142 WO 124780	Fleet Operation Fund	30.00
09/19/2019	MT TIRE SERVICE	00453956	11614	LABOR -FLEET SVC	Fleet Operation Fund	120.00
09/19/2019	MT TIRE SERVICE	00453957	11613	LABOR V3148 WO 124734	Fleet Operation Fund	35.00
09/19/2019	MT TIRE SERVICE	00453958	11616	TIRES V3201 WO 124737	Fleet Operation Fund	588.60
09/19/2019	MT TIRE SERVICE	00453958	11616	CA TIRE TAX	Fleet Operation Fund	7.00
09/19/2019	MT TIRE SERVICE	00453959	11649	LABOR-FR V2989 WO 124775	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453960	11648	LABOR - FR V3089 WO 124779	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453961	11123	LABOR-FR V3288 WO 124782	Fleet Operation Fund	35.00
09/19/2019	MT TIRE SERVICE	00453962	11694	LABOR-FR V3332 WO 124747	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453963	11726	LABOR-FLEET	Fleet Operation Fund	120.00
09/19/2019	MT TIRE SERVICE	00453964	11725	LABOR V3148 WO 124791	Fleet Operation Fund	230.00
09/19/2019	MT TIRE SERVICE	00453965	11786	LABOR V3202 WO 124812	Fleet Operation Fund	50.00
09/19/2019	MT TIRE SERVICE	00453966	11785	LABOR V3255 WO 124801	Fleet Operation Fund	35.00
09/19/2019	MT TIRE SERVICE	00453967	11914	LABOR V3028 WO 124877	Fleet Operation Fund	30.00
09/19/2019	MT TIRE SERVICE	00453968	11913	LABOR V2851 WO 124814	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453969	12007	LABOR SVAC 4 WO 124815	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453970	11795	LABOR-FLEET SVC	Fleet Operation Fund	120.00
09/19/2019	MT TIRE SERVICE	00453971	11796	LABOR V3187 WO 124827	Fleet Operation Fund	100.00
09/19/2019	MT TIRE SERVICE	00453972	11799	CA TIRE TAX	Fleet Operation Fund	7.00
09/19/2019	MT TIRE SERVICE	00453972	11799	TIRES-STOCK 18.06.77	Fleet Operation Fund	954.84
09/19/2019	MT TIRE SERVICE	00453973	11863	LABOR FLEET SVC	Fleet Operation Fund	120.00
09/19/2019	MT TIRE SERVICE	00453974	11857	LABOR-MD V3121 WO 124912	Fleet Operation Fund	60.00

09/19/2019	MT TIRE SERVICE	00453975	11856	LABOR-FR V2965 WO 124941	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453976	11934	LABOR-FR V3253 WO 124868	Fleet Operation Fund	35.00
09/19/2019	MT TIRE SERVICE	00453977	11933	LABOR-FR V2905 WO 124926	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453978	11931	LABOR-FR V371 WO 124927	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453979	11876	LABOR-FLEET SVC	Fleet Operation Fund	120.00
09/19/2019	MT TIRE SERVICE	00453980	11727	LABOR-FR V3117 WO 125011	Fleet Operation Fund	35.00
09/19/2019	MT TIRE SERVICE	00453981	11875	LABOR-FR V3116 WO 124989	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453982	11887	LABOR-FR V3154 WO 125033	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453983	12047	LABOR-FR V3236 WO 125052	Fleet Operation Fund	25.00
09/19/2019	MT TIRE SERVICE	00453984	12076	LABOR-MD V3118 WO 125045	Fleet Operation Fund	60.00
09/19/2019	MT TIRE SERVICE	00453985	12077	TIRES V3416 WO 125035	Fleet Operation Fund	400.43
09/19/2019	MT TIRE SERVICE	00453985	12077	CA TIRE TAX	Fleet Operation Fund	1.75
09/19/2019	MT TIRE SERVICE	00453985	12077	FED TIRE TAX	Fleet Operation Fund	4.44
09/19/2019	MT TIRE SERVICE	00453985	12077	LABOR V3416 WO 125035	Fleet Operation Fund	30.00
09/19/2019	MT TIRE SERVICE	00453986	12078	LABOR-FLEET SVC	Fleet Operation Fund	120.00
				Total for Payment No.:		8,105.21

Payment No: 013664

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MUNISERVICES LLC	00454112	INV06-006738	SUTA SRVCS 1ST QTR END 3-31-19	General Fund	52,501.57
09/19/2019	MUNISERVICES LLC	00454113	INV06-006804	STARS SVC 1ST QTR 2019 RPTS	General Fund	1,111.24
				Total for Payment No.:		53,612.81

Payment No: 013665

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	NALCO CO	00454054	68377931	JR PORTA FEED NEXGUARD #22310	Electric Utility	10,455.70
09/19/2019	NALCO CO	00454054	68377931	JR PORTA FEED IBC 9/3/19	Electric Utility	6,092.01
09/19/2019	NALCO CO	00454054	68377931	TRANSPORTATION/ENERGY FEE	Electric Utility	132.63
09/19/2019	NALCO CO	00454133	86723609	MO.SRV FEE COGEN SEP19	Electric Utility	286.13

09/19/2019	NALCO CO	00454153	82309560	RESIN SAMPLE TESTING 8/13/19	Electric Utility	1,000.00
				Total for Payment No.:		17,966.47

Payment No: 013666

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	NALCO CO	00454052	68373475	PERMACLEAN PAIL 18-24 8/30/19	Electric Utility	520.52
09/19/2019	NALCO CO	00454052	68373475	TRANSPORTATION/ENERGY FEE	Electric Utility	4.12
09/19/2019	NALCO CO	00454131	86721673	MO.SRV FEE DVR SEP19	Electric Utility	858.38
				Total for Payment No.:		1,383.02

Payment No: 013667

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	NO CALIF POWER AGENCY	00454243	CVP0919002	WAPA REST FUND LEVELIZED SEP19	Electric Utility	236,496.90
09/19/2019	NO CALIF POWER AGENCY	00454243	CVP0919002	WAPA REST FUND LEVELIZED SEP19	Electric Utility	-86,496.90
				Total for Payment No.:		150,000.00

Payment No: 013668

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	NOSSAMAN LLP	00454348	498825	LEGAL SERVICES	Special Liability Insurance	660.50
09/19/2019	NOSSAMAN LLP	00454349	498197	LEGAL SERVICES	Special Liability Insurance	5,084.70
09/19/2019	NOSSAMAN LLP	00454351	496610	LEGAL SERVICES	Special Liability Insurance	9,272.70
				Total for Payment No.:		15,017.90

Payment No: 013669

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ORACLE AMERICA INC	00454108	44499227	PEOPLESOFT TECH SUPPORT; SERVI	General Fund	7,982.10
				Total for Payment No.:		7,982.10

Payment No: 013670

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PAUL MANCHESTER	00454104	9026SEP2019	REIMB-OVATION USERS GROUP	Electric Utility	191.78
				Total for Payment No.:		191.78

Payment No: 013671

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PELICAN SIGN SERVICE INC	00454002	58514	Cultural Commission Name Badge	General Fund	70.85
09/19/2019	PELICAN SIGN SERVICE INC	00454002	58514	Parks & Rec Commissioner Badge	General Fund	106.28
				Total for Payment No.:		177.13

Payment No: 013672

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PETASENSE INC	00454057	10128	12 MON. SUB TO CLOUD 9/19-9/20	Electric Utility	44,038.80
				Total for Payment No.:		44,038.80

Payment No: 013673

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PG&E	00454042	1501762727-2 AUG2019	ELEC SVC HIGH LINE CANAL AUG19	Electric Utility	207.49
				Total for Payment No.:		207.49

Payment No: 013674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PG&E	00454045	5918427025-0 AUG2019	ELEC SVC BLACK BUTTE HYD AUG18	Electric Utility	1,229.08
				Total for Payment No.:		1,229.08

Payment No: 013675

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

09/19/2019	PG&E	00454142	3345487577-5 AUG2019	ELEC SVC STONY GORGE HYD AUG19	Electric Utility	1,100.73
09/19/2019	PG&E	00454142	3345487577-5 AUG2019	ELEC SVC BLACK BUTTE HYD AUG19	Electric Utility	213.39
09/19/2019	PG&E	00454142	3345487577-5 AUG2019	ELEC SVC HIGH LINE CANAL AUG19	Electric Utility	127.60
				Total for Payment No.:		1,441.72

Payment No: 013676

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PG&E	00454144	1543429391-4 SEP2019	ELEC SVC STONY GORGE AUG19	Electric Utility	216.88
				Total for Payment No.:		216.88

Payment No: 013677

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PG&E	00454146	2937321050-8 SEP2019	COGEN GAS HEATERS AUG19	Electric Utility	39.98
				Total for Payment No.:		39.98

Payment No: 013678

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	10.72
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	PUMP/4495 N 1ST ST	Sewer Utility	3,023.17
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	POOL/2250 ROYAL	General Fund	377.35
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	SR CNTR 1303 FREMONT ST	General Fund	-1,876.46
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	NORTHSIDE LIB 695 MORELAND WAY	General Fund	60.11
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	FIRE-STA2 1900 WALSH AVE.	General Fund	124.16
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	68.47
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	STREET/1700 WALSH 50%	General Fund	68.47
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	CITY HALL-1500 WARBURTON	General Fund	1,090.99
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	POLICE/601 EL CAMINO	General Fund	1,683.09
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	COMM SVCS-1515 EL CAMINO REAL	General Fund	8.65
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	BERMAN BLDG-1405 CIVIC CTR	General Fund	30.55

09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	FIRE/#1 777 BENTON	General Fund	341.52
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	FIRE/#4-2323 PRUNERIDGE	General Fund	47.14
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	POOL/BUCHER-REBIERO	General Fund	8.39
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	POOL/BACHER-REBIERO STS	General Fund	569.17
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	FIRE/#9-3011 CORVIN	General Fund	44.91
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	GYM/2450 CABRILLO	General Fund	40.64
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	SPORTS CTR/3445 BENTON	General Fund	8.65
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	CRC/969 KIELY	General Fund	1,156.77
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	FIRE/#3 2821 HOMESTEAD RD	General Fund	52.12
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	LIBRARY/2635 HOMESTEAD	General Fund	1,193.78
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	POOL/2625 PATRICIA	General Fund	4,696.48
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	YOUTH SOCCER 5049 CENTENNIAL	General Fund	38.17
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	FIRE/#10 2401 TALLUTO	General Fund	36.16
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	PARKS/4750 LICK MILL BLVD	General Fund	16.67
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	8.65
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	FIRE/#6-888 AGNEW RD	General Fund	108.56
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	POOL/3750 DELA CRUZ	General Fund	1,712.39
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	2975 LAFAYETTE ST.	General Fund	8.38
09/19/2019	PG&E	00454302	2490226441-5 AUG2019A	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	8.65
				Total for Payment No.:		14,766.47

Payment No: 013679

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PLAN REVIEW CONSULTANTS INC	00454076	PRC2019-12	AMENDMENT NO 2. APPROVED 5/14/	General Fund	31,684.07
				Total for Payment No.:		31,684.07

Payment No: 013680

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	POWER PROS	00453903	2019110	COMMISSION TEST SVCS SUB JUN19	Electric Utility Construction	4,441.50

09/19/2019	POWER PROS	00453904	2019113	COMMISSION TEST SVCS SUB JUN19	Electric Utility Construction	43,667.10
09/19/2019	POWER PROS	00453904	2019113	COMMISSION TEST SVCS SUB JUL19	Electric Utility Construction	14,555.70
				Total for Payment No.:		62,664.30

Payment No: 013681

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PRAXAIR DISTRIBUTION INC	00454048	91323653	Cylinder Rent- Shop Use	Fleet Operation Fund	30.29
09/19/2019	PRAXAIR DISTRIBUTION INC	00454062	91606277	IND LIQUID 200-300 LT	Electric Utility	281.67
09/19/2019	PRAXAIR DISTRIBUTION INC	00454062	91606277	SPEC HIGH PRESSURE >100CF	Electric Utility	25.27
09/19/2019	PRAXAIR DISTRIBUTION INC	00454062	91606277	SAFETY AND ENVIRONMENTAL FEE	Electric Utility	24.45
				Total for Payment No.:		361.68

Payment No: 013682

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	RENNE SLOAN HOLTZMAN SAKAI LLP	00454352	41045	PERSONNEL ISSUES	Special Liability Insurance	142.50
				Total for Payment No.:		142.50

Payment No: 013683

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	RICOH CORP	00454292	9027590976	RICOH EQUIPMENT MONTHLY LEASE	Information Technology Service	24,311.26
09/19/2019	RICOH CORP	00454292	9027590976	STADIUM BRIEFING ROOM RICOH LE	General Fund	33.20
09/19/2019	RICOH CORP	00454292	9027590976	EXPEDITED SHIPPING CCO	General Fund	82.00
09/19/2019	RICOH CORP	00454292	9027590976	EXPEDITED SHIPPING CCO	General Fund	258.47
09/19/2019	RICOH CORP	00454292	9027590976	NON-TAXABLE	Information Technology Service	16,310.25
				Total for Payment No.:		40,995.18

Payment No: 013684

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	RKS RESEARCH & CONSULTING	00454008	U4705	2019 BUS CUST OVERSAMPLE	Electric Utility	9,250.00
				Total for Payment No.:		9,250.00

Payment No: 013685

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ROYAL COACH TOURS	00454009	16808	A'S VS SF GIANTS TRIP 8/25	General Fund	1,091.18
				Total for Payment No.:		1,091.18

Payment No: 013686

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SERRANO ELECTRIC INC	00453841	28586	SCCC LABOR	Convention Cnt Maintenance Dis	4,200.00
09/19/2019	SERRANO ELECTRIC INC	00453841	28586	SCCC MATERIAL	Convention Cnt Maintenance Dis	1,129.43
09/19/2019	SERRANO ELECTRIC INC	00453841	28586	RENTAL	Convention Cnt Maintenance Dis	700.00
				Total for Payment No.:		6,029.43

Payment No: 013687

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SHUMS CODA ASSOC	00454369	4840	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	12,920.00
				Total for Payment No.:		12,920.00

Payment No: 013688

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SPX TRANSFORMER SOLUTIONS, INC	00454035	021209	TRANSFORMR MAINTENANCE HOMESTE	Electric Utility Construction	61,200.00
				Total for Payment No.:		61,200.00

Payment No: 013689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	STAPLES ADVANTAGE	00454421	8055600672-BLDGINSP	OFFICE SUPPLIES	General Fund	847.21
09/19/2019	STAPLES ADVANTAGE	00454422	8055600672-CEMETERY	OFFICE SUPPLIES	Cemetery	153.76
09/19/2019	STAPLES ADVANTAGE	00454423	8055600672-CITYATTY	OFFICE SUPPLIES	General Fund	235.26
09/19/2019	STAPLES ADVANTAGE	00454424	8055600672-CITYCLERK	OFFICE SUPPLIES	General Fund	412.52
09/19/2019	STAPLES ADVANTAGE	00454425	8055600672-CMO	OFFICE SUPPLIES	General Fund	96.50
09/19/2019	STAPLES ADVANTAGE	00454426	8055600672-ELECCH	OFFICE SUPPLIES	Electric Utility	26.57
09/19/2019	STAPLES ADVANTAGE	00454426	8055600672-ELECCH	OFFICE SUPPLIES	Electric Utility	149.62
09/19/2019	STAPLES ADVANTAGE	00454427	8055600672-ELECGEN	OFFICE SUPPLIES	Electric Utility	704.11
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	156.22
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	18.06
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	19.81
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	36.40
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	-17.46
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	191.03
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	122.45
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	51.39
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	51.39
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	114.31
09/19/2019	STAPLES ADVANTAGE	00454428	8055600672-ELECRES	OFFICE SUPPLIES	Electric Utility	52.45
09/19/2019	STAPLES ADVANTAGE	00454429	8055600672-ELECYARD	OFFICE SUPPLIES	Electric Utility	14.15
09/19/2019	STAPLES ADVANTAGE	00454429	8055600672-ELECYARD	OFFICE SUPPLIES	Electric Utility	14.15
09/19/2019	STAPLES ADVANTAGE	00454429	8055600672-ELECYARD	OFFICE SUPPLIES	Electric Utility	308.58
09/19/2019	STAPLES ADVANTAGE	00454430	8055600672-ENG	OFFICE SUPPLIES	General Fund	46.57
09/19/2019	STAPLES ADVANTAGE	00454430	8055600672-ENG	OFFICE SUPPLIES	General Fund	46.55
09/19/2019	STAPLES ADVANTAGE	00454430	8055600672-ENG	OFFICE SUPPLIES	General Fund	46.55
09/19/2019	STAPLES ADVANTAGE	00454430	8055600672-ENG	OFFICE SUPPLIES	General Fund	46.55
09/19/2019	STAPLES ADVANTAGE	00454430	8055600672-ENG	OFFICE SUPPLIES	General Fund	46.55
09/19/2019	STAPLES ADVANTAGE	00454431	8055600672-FINANCE	OFFICE SUPPLIES	General Fund	3.68

09/19/2019	STAPLES ADVANTAGE	00454431	8055600672-FINANCE	OFFICE SUPPLIES	General Fund	46.11
09/19/2019	STAPLES ADVANTAGE	00454432	8055600672-FIRE	OFFICE SUPPLIES	General Fund	162.30
09/19/2019	STAPLES ADVANTAGE	00454433	8055600672-HCS	OFFICE SUPPLIES	General Fund	22.33
09/19/2019	STAPLES ADVANTAGE	00454434	8055600672-HR	OFFICE SUPPLIES	General Fund	124.17
09/19/2019	STAPLES ADVANTAGE	00454434	8055600672-HR	NON-TAXABLE	General Fund	16.98
09/19/2019	STAPLES ADVANTAGE	00454435	8055600672-IT	OFFICE SUPPLIES	Information Technology Service	478.25
09/19/2019	STAPLES ADVANTAGE	00454436	8055600672-MUNISVC	OFFICE SUPPLIES	General Fund	117.08
09/19/2019	STAPLES ADVANTAGE	00454437	8055600672-PARK CRC	OFFICE SUPPLIES	General Fund	298.48
09/19/2019	STAPLES ADVANTAGE	00454437	8055600672-PARK CRC	OFFICE SUPPLIES	General Fund	107.98
09/19/2019	STAPLES ADVANTAGE	00454438	8055600672-PARK TEEN	OFFICE SUPPLIES	General Fund	152.30
09/19/2019	STAPLES ADVANTAGE	00454439	8055600672-PLANNING	OFFICE SUPPLIES	General Fund	157.58
09/19/2019	STAPLES ADVANTAGE	00454439	8055600672-PLANNING	NON-TAXABLE	General Fund	53.53
09/19/2019	STAPLES ADVANTAGE	00454440	8055600672-POLICEDET	OFFICE SUPPLIES	General Fund	160.88
09/19/2019	STAPLES ADVANTAGE	00454441	8055600672-POLICEPATROL	OFFICE SUPPLIES	General Fund	280.03
09/19/2019	STAPLES ADVANTAGE	00454442	8055600672-POLICESPECIAL	OFFICE SUPPLIES	General Fund	257.50
09/19/2019	STAPLES ADVANTAGE	00454443	8055600672-POLICESVC	OFFICE SUPPLIES	General Fund	122.86
09/19/2019	STAPLES ADVANTAGE	00454444	8055600672-WATER	OFFICE SUPPLIES	Sewer Utility	49.67
09/19/2019	STAPLES ADVANTAGE	00454444	8055600672-WATER	OFFICE SUPPLIES	Water Utility	103.16
				Total for Payment No.:		6,706.12

Payment No: 013690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	THERMAL MECHANICAL INC	00453847	76996	POLICE DEPT PM	General Fund	2,697.00
09/19/2019	THERMAL MECHANICAL INC	00453853	76900	CITY HALL	Public Buildings	2,124.00
09/19/2019	THERMAL MECHANICAL INC	00453853	76900	OTHER	Public Buildings	75.00
09/19/2019	THERMAL MECHANICAL INC	00453853	76900	SUBCONTRACTOR	Public Buildings	1,050.00
09/19/2019	THERMAL MECHANICAL INC	00453853	76900	MATERIALS	Public Buildings	2,145.32
09/19/2019	THERMAL MECHANICAL INC	00454139	76952	HVAC REPAIR	General Fund	16,105.00

09/19/2019	THERMAL MECHANICAL INC	00454264	76958	PD SERVER ROOM UNIT	General Fund	1,320.00
				Total for Payment No.:		25,516.32

Payment No: 013691

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TIFCO INDUSTRIES	00454010	71483609COR	Storm Drain Supplies	General Fund	795.57
09/19/2019	TIFCO INDUSTRIES	00454140	71485516	Street items- GLoves	General Fund	407.03
				Total for Payment No.:		1,202.60

Payment No: 013692

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TINA A. THOMAS	00454353	28807	LEGAL SERVICES	Special Liability Insurance	19,912.50
09/19/2019	TINA A. THOMAS	00454354	28737	LEGAL SERVICES	Special Liability Insurance	9,520.00
09/19/2019	TINA A. THOMAS	00454356	28810	LEGAL SERVICES	Special Liability Insurance	6,735.00
09/19/2019	TINA A. THOMAS	00454357	28739	LEGAL SERVICES	Special Liability Insurance	2,343.75
09/19/2019	TINA A. THOMAS	00454360	28805	LEGAL SERVICES	Special Liability Insurance	400.00
09/19/2019	TINA A. THOMAS	00454362	28736	LEGAL SERVICES	Special Liability Insurance	16,962.50
09/19/2019	TINA A. THOMAS	00454363	28669	LEGAL SERVICES	Special Liability Insurance	3,543.09
09/19/2019	TINA A. THOMAS	00454363	28669	LEGAL SERVICES	Special Liability Insurance	10,416.91
09/19/2019	TINA A. THOMAS	00454368	28808	LEGAL SERVICES	Special Liability Insurance	428.75
				Total for Payment No.:		70,262.50

Payment No: 013693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TRANSPAC SYSTEMS, LLC	00454086	523	IT CONSULTING	Information	5,075.00

					Technology Service	
				Total for Payment No.:		5,075.00

Payment No: 013694

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TRI-DAM POWER AUTHORITY	00453996	2019-8S SVP	ENERGY PURCH (HYDRO) AUG19	Electric Utility	784,782.81
				Total for Payment No.:		784,782.81

Payment No: 013695

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TRI-DAM PROJECT	00453995	2019-8 SVP	ENERGY PURCH (HYDRO) AUG19	Electric Utility	3,959,835.19
				Total for Payment No.:		3,959,835.19

Payment No: 013696

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TRITON MUSEUM OF ART	00454077	2887SEP2019	FY 19/20 Grant Agreement with	General Fund	25,130.00
				Total for Payment No.:		25,130.00

Payment No: 013697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	UNITED REFRIGERATION INC	00454265	69421075-00	CH COOLING TOWER	General Fund	67.16
				Total for Payment No.:		67.16

Payment No: 013698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	UNITY COURIER SERVICES, INC	00453909	447835	LINK+ DELIVERY	General Fund	836.00
09/19/2019	UNITY COURIER SERVICES, INC	00454004	447836	COURIER SERVICE	General Fund	1,322.69
				Total for Payment No.:		2,158.69

Payment No: 013699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	UNIVERSAL SITE SERVICES	00454373	190016318	FY 2019-20 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	10,430.00
09/19/2019	UNIVERSAL SITE SERVICES	00454373	190016318	FY 2019-20 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	4,766.67
09/19/2019	UNIVERSAL SITE SERVICES	00454397	190016317	FY 2019-20 SWEEPING SERVICES W	Convention Cnt Maintenance Dis	5,068.93
				Total for Payment No.:		20,265.60

Payment No: 013700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	US DEPT OF ENERGY	00454273	NNPB000270819	POWER BILL AUG19	Electric Utility	858,719.54
09/19/2019	US DEPT OF ENERGY	00454273	NNPB000270819	WREGIS PASS-THRU CHGS AUG19	Electric Utility	406.69
				Total for Payment No.:		859,126.23

Payment No: 013701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	VALLEY FAIR MALL, LLC	00454222	63832-01 CPV AUG-2019	PBI SOLAR PROD PYMT #20 AUG-19	Elec OperatingGrant Trust Fund	17,524.44
				Total for Payment No.:		17,524.44

Payment No: 013702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	VERDE DESIGN INC	00454078	17-1709400	VERDE-BOWERS & MACHADO PARK CO	Parks And Recreation	1,339.00
				Total for Payment No.:		1,339.00

Payment No: 013703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	WESTERN RENEWABLE ENERGY	00454276	WR14968	CERTS CREATED	Electric Utility	291.64
09/19/2019	WESTERN RENEWABLE ENERGY	00454276	WR14968	CERTS RETIRED	Electric Utility	4,318.93

09/19/2019	WESTERN RENEWABLE ENERGY	00454276	WR14968	CERTS TRANSFERRED	Electric Utility	79.43
09/19/2019	WESTERN RENEWABLE ENERGY	00454277	WR15631	DELIVERABILITY-NERC ETAG	Electric Utility	212.00
09/19/2019	WESTERN RENEWABLE ENERGY	00454278	WR15407	CERTS CREATED	Electric Utility	269.83
09/19/2019	WESTERN RENEWABLE ENERGY	00454278	WR15407	CERTS TRANSFERRED	Electric Utility	6.01
				Total for Payment No.:		5,177.84

Payment No: 013704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	WH ENERGY SOLUTIONS, LLC	00454272	SVP201908	PLEXOS SIMULATION BUDGET DATA	Electric Utility	750.00
				Total for Payment No.:		750.00
				Overall Total		7,944,292.35

Sorted by Payment Number

Payment No: 636697

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	AUSTIN LIN	00454103	12752SEP2019	REIMB-MOTOR MAINTENANCE+TEST	Electric Utility	1,275.78
				Total for Payment No.:		1,275.78

Payment No: 636698

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CEDRIC HARRISON	00454061	32799SEP2019	DIRECT DEPOSIT FOR CLOSED ACCT	Payroll Liability&ClearingAcct	177.20
				Total for Payment No.:		177.20

Payment No: 636699

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CITY OF SUNNYVALE	00454066	IN000089492	traffic egress Levi'sNFL 81019	General Fund	1,063.68
				Total for Payment No.:		1,063.68

Payment No: 636700

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DOAN, MINH	00414747	25193-02 Utility Refund	UTILITY REFUND	General Fund	316.06
				Total for Payment No.:		316.06

Payment No: 636701

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ERICA JUE	00454106	30304AUG2019	REIMB-PANC STORAGE WEEK	Electric Utility	928.08

				Total for Payment No.:		928.08

Payment No: 636702

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	JOHN N HSUEH-MARTIN JR	00454115	1714SEPT2019	Tool Reimbursement FY19-20	Fleet Operation Fund	402.16
				Total for Payment No.:		402.16

Payment No: 636703

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	LIU, SICHAO	00454299	13404-17 Utility Refund	UTILITY REFUND	General Fund	71.49
				Total for Payment No.:		71.49

Payment No: 636704

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MAGICAL BRIDGE FOUNDATION	00454294	141	Retainer	Parks And Recreation	100,000.00
				Includes retaining M		
09/19/2019	MAGICAL BRIDGE FOUNDATION	00454294	141	Fundraising	Parks And Recreation	50,000.00
09/19/2019	MAGICAL BRIDGE FOUNDATION	00454294	141	Community Engagement	Parks And Recreation	50,000.00
				Total for Payment No.:		200,000.00

Payment No: 636705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MATTHEW JAMES HUBBARD	00454412	32824SEP2019	RETURNED DD-CLOSED ACCT	Payroll Liability&ClearingAcct	529.06
				Total for Payment No.:		529.06

Payment No: 636706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MATTHEW VANDERCOOK	00454301	PRCK#77914	REPLACE OUTDATED PRCK#77914	Payroll	114.53

					Liability&ClearingAcct	
				Total for Payment No.:		114.53

Payment No: 636707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MICHAEL KEATE	00454105	20468SEP2019	CAISO HANA TRAINING-8.29.19	Electric Utility	61.00
				Total for Payment No.:		61.00

Payment No: 636708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MICHAEL OLEJNIK	00454114	29637SEP2019	Raingear Reimbrsmnt FY19-20	General Fund	144.96
				Total for Payment No.:		144.96

Payment No: 636709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	NATHAN A. RICHMOND	00454092	30323SEP2019	SAFETY BOOTS/CLOTH REIMB 19/20	Electric Utility	240.30
				Total for Payment No.:		240.30

Payment No: 636710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ROBERT J. PRITCHARD	00454107	2204SEP2019	CAISO HANA TRAINING-8.29.19	Electric Utility	191.12
				Total for Payment No.:		191.12

Payment No: 636711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SANTA CLARA CO DISTRICT ATTORNEY	00454043	AF-1701-04010	monies seized SCPD 16-6725	Deposit Funds.	1,627.00
09/19/2019	SANTA CLARA CO DISTRICT ATTORNEY	00454047	AF-1511-09087	monies seized SCPD 15-12640	Deposit Funds.	1,435.00
				Total for Payment No.:		3,062.00

Payment No: 636712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SCOTT SORENSEN	00454300	PRCK#884404	REPLACE OUTDATED PRCK#884404	Payroll Liability&ClearingAcct	434.48
				Total for Payment No.:		434.48

Payment No: 636713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	EBRAHIM, AFZAL	00454418	00074900-01 Utility Refund	UTILITY REFUND	General Fund	186.76
				Total for Payment No.:		186.76

Payment No: 636714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ROBERT MATSUZAKI	00454416	00074008-01 Utility Refund A	UTILITY REFUND	General Fund	51.25
				Total for Payment No.:		51.25

Payment No: 636715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SARAH HEDGES	00454417	00076246-02 Utility Refund	UTILITY REFUND	General Fund	44.56
				Total for Payment No.:		44.56

Payment No: 636716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	VALLEY CONCRETE INC	00454141	90419	Concrete Repairs- Electric	Electric Utility Construction	13,000.00
09/19/2019	VALLEY CONCRETE INC	00454143	90919	Concrete Maintenance	Streets And Highways	6,800.00
				Total for Payment No.:		19,800.00

Payment No: 636717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ABB ENTERPRISE SOFTWARE INC.	00453999	7104394016	NMARKET CA MTCE OCT19-DEC19 Q1	Electric Utility	21,301.51
				Total for Payment No.:		21,301.51

Payment No: 636718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ACE PARKING MANAGEMENT INC	00454068	157188	FY 2019-20 3077-PARKING CONTRO	Convention Cnt Maintenance Dis	14,736.38
09/19/2019	ACE PARKING MANAGEMENT INC	00454068	157188	FY 2019-20 3078-PARKING CONTRO	Convention Cnt Maintenance Dis	1,991.81
09/19/2019	ACE PARKING MANAGEMENT INC	00454068	157188	FY 2019-20 3079-PARKING CONTRO	Convention Cnt Maintenance Dis	1,991.81
				Total for Payment No.:		18,720.00

Payment No: 636719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ALLIED AUTO STORES	00453987	745793B	PARTS-STOCK 01.04.121	Fleet Operation Fund	131.95
				Total for Payment No.:		131.95

Payment No: 636720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ALLIED UNIVERSAL SECURITY SVCS	00454067	9193939	FY 2019-20 SECURITY SERVICES F	Convention Cnt Maintenance Dis	14,790.40
				Total for Payment No.:		14,790.40

Payment No: 636721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ALSCO SAN JOSE	00452348	LSJO1154095	LINEN SERVICE ST. 10	General Fund	164.08
				Total for Payment No.:		164.08

Payment No: 636722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ANIXTER INC.	00453825	22K329738	CITY HALL RE KEY	Public Buildings	2,557.79
09/19/2019	ANIXTER INC.	00453826	22K329737	CITY HALL REKEY	Public Buildings	2,557.79
09/19/2019	ANIXTER INC.	00453827	22K329739	CITY HALL REKEY	Public Buildings	364.33
				Total for Payment No.:		5,479.91

Payment No: 636723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	APPRENTICESHIP PROGRAMS INC	00454179	#GT-000038C	LAP TUITION YR1 MCCULLOUGH	Electric Utility	3,356.00
				Total for Payment No.:		3,356.00

Payment No: 636724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ARAMARK UNIFORM SERVICES	00454055	760410648	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
				Total for Payment No.:		400.90

Payment No: 636725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ASSA ABLOY ENTRANCE SYSTEMS	00453822	SEI/01258028	DOOR REPAIR FOR SECURITY UPGRA	Public Buildings	50,586.90
				Total for Payment No.:		50,586.90

Payment No: 636726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	AT&T CALNET	00454121	000013552907	STO WAN CKTS 8/1/19-8/31/19	Electric Utility	876.14
				Total for Payment No.:		876.14

Payment No: 636727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	AT&T CALNET	00454303	000013503815	Circuit 9391023685	Information Technology Service	33.47
09/19/2019	AT&T CALNET	00454304	000013503857	Circuit 9391023687	Information Technology Service	66.08
09/19/2019	AT&T CALNET	00454305	000013527174	Engr 9391023694	Information Technology Service	21.32
09/19/2019	AT&T CALNET	00454306	000013518422	Comm 9391023695	Information Technology Service	5,624.81
09/19/2019	AT&T CALNET	00454307	000013519274	Gen 9391054149	Information Technology Service	54.72
09/19/2019	AT&T CALNET	00454307	000013519274	Water	Water Utility	0.61
09/19/2019	AT&T CALNET	00454307	000013519274	Elec	Electric Utility	0.33
09/19/2019	AT&T CALNET	00454308	000013518409	BM9391023697	Information Technology Service	209.22
09/19/2019	AT&T CALNET	00454309	000013518440	CA 9391023698	Information Technology Service	39.38
09/19/2019	AT&T CALNET	00454310	000013518416	CC 9391023699	Information Technology Service	60.62
09/19/2019	AT&T CALNET	00454311	000013518426	CM 9391023700	Information Technology Service	19.70
09/19/2019	AT&T CALNET	00454311	000013518426	David's Restaurant 986-1006	General Fund	42.30
09/19/2019	AT&T CALNET	00454312	000013518412	FIN 9391023701	Information Technology Service	201.65
09/19/2019	AT&T CALNET	00454313	000013518415	PLAN 9391023702	Information Technology Service	227.84
09/19/2019	AT&T CALNET	00454313	000013518415	Berryessa260-1826 Alarm line	General Fund	60.63
09/19/2019	AT&T CALNET	00454314	000013518420	LIB9391023703	Information Technology Service	205.64
09/19/2019	AT&T CALNET	00454315	000013518437	AUTO 9391023704	Information Technology Service	60.61
09/19/2019	AT&T CALNET	00454316	000013518431	ENGR 9391023705	Information Technology Service	125.40
09/19/2019	AT&T CALNET	00454317	000013518421	CEM 9391023707	Cemetery	62.30
09/19/2019	AT&T CALNET	00454318	000013518410	PR 9391023708	Information Technology Service	783.96
09/19/2019	AT&T CALNET	00454319	000013518419	SR CTR 9391023709	Information Technology Service	81.97

09/19/2019	AT&T CALNET	00454320	000013518425	CRC 9391023710	Information Technology Service	42.62
09/19/2019	AT&T CALNET	00454321	000013518414	PD9391023711	Information Technology Service	3,787.38
09/19/2019	AT&T CALNET	00454321	000013518414	PD246-8216/984-5278	General Fund	71.26
09/19/2019	AT&T CALNET	00454322	000013518435	PURCH 9391023712	Information Technology Service	42.62
09/19/2019	AT&T CALNET	00454323	000013518418	ST 9391023713	Information Technology Service	220.78
09/19/2019	AT&T CALNET	00454323	000013518418	Conv. Ctr986-1335 security boo	Convention Cnt Maintenance Dis	27.60
09/19/2019	AT&T CALNET	00454323	000013518418	auto dialer970-8644	Solid Waste Utility-Constructi	27.60
09/19/2019	AT&T CALNET	00454324	000013518413	FD 9391023714	Information Technology Service	820.92
09/19/2019	AT&T CALNET	00454325	000013518411	IT 9391023715	Information Technology Service	416.35
09/19/2019	AT&T CALNET	00454325	000013518411	Water	Water Utility	50.00
09/19/2019	AT&T CALNET	00454326	000013518423	IT (615 & 261 #s) 9391023716	Information Technology Service	440.19
09/19/2019	AT&T CALNET	00454326	000013518423	Water	Water Utility	193.85
09/19/2019	AT&T CALNET	00454326	000013518423	Sewer	Sewer Utility	193.85
09/19/2019	AT&T CALNET	00454327	000013518408	ENGR 9391023717	General Fund	319.65
09/19/2019	AT&T CALNET	00454328	000013518429	LIB 9391023718	General Fund	247.76
09/19/2019	AT&T CALNET	00454329	000013518417	PARKS 9391023719	General Fund	215.85
09/19/2019	AT&T CALNET	00454330	000013518424	PD 9391023720	General Fund	213.53
09/19/2019	AT&T CALNET	00454331	000013518434	TAS GAR9391023724	General Fund	660.64
09/19/2019	AT&T CALNET	00454332	000013518405	COMM SRVS9391048040	General Fund	21.31
09/19/2019	AT&T CALNET	00454333	000013519275	CRC 9391054153	Information Technology Service	16.51
09/19/2019	AT&T CALNET	00454334	000013519762	Morse Mansion9391064468	General Fund	39.56
09/19/2019	AT&T CALNET	00454335	000013519788	Police-Alarms9391065446	Information Technology Service	40.97
				Total for Payment No.:		16,093.36

Payment No: 636729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	AVASANT, LLC	00454399	INV08171	Management Consulting for IT S	Information Technology Service	2,090.00
				Total for Payment No.:		2,090.00

Payment No: 636730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BABYLON PRINTING	00453844	90680	SEPTEMBER NEWSLETTER+GUIDE	General Fund	1,081.25
09/19/2019	BABYLON PRINTING	00453846	90679	SEPTEMBER ATG NEWSLETTER	General Fund	662.06
				Total for Payment No.:		1,743.31

Payment No: 636731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BANK UP CORP	00453913	3805	OUTSOURCE CASH RECEIPTS	General Fund	3,349.70
				Total for Payment No.:		3,349.70

Payment No: 636732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BAY AREA AIR QUALITY	00454069	4GD45	DVR PERMIT RENEWAL NOV19-NOV20	Electric Utility	125,624.00
				Total for Payment No.:		125,624.00

Payment No: 636733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BAY CITY BOILER & ENGINEERING	00454060	W10726	MATERIALS	Electric Utility	3,381.65
09/19/2019	BAY CITY BOILER & ENGINEERING	00454060	W10726	LABOR	Electric Utility	8,917.50
09/19/2019	BAY CITY BOILER & ENGINEERING	00454060	W10726	OTHER	Electric Utility	2,737.77
				Total for Payment No.:		15,036.92

Payment No: 636734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BENCHMARK	00454274	E19-1640	1705 MARTIN - asbestos	Electric Utility	382.00
				Total for Payment No.:		382.00

Payment No: 636735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BLACK & VEATCH CORP	00454098	6704781	WTR UTILITY RATE/SDC STUDY	Water Utility Construction	240.00
09/19/2019	BLACK & VEATCH CORP	00454098	6704781	SEWER UTILITY RATE/SDC STUDY	Water Utility Construction	240.00
09/19/2019	BLACK & VEATCH CORP	00454098	6704781	RECYCLED WTR RATE STUDY/SD SDC	Water Recycling Program	480.00
				Total for Payment No.:		960.00

Payment No: 636736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00454065	6419947	FY 2019-20 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
				Total for Payment No.:		14,989.00

Payment No: 636737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	BUCHANAN AUTO ELECTRIC	00453988	C57694	PARTS-STOCK 20.10.27	Fleet Operation Fund	2,023.18
				Total for Payment No.:		2,023.18

Payment No: 636738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CA DEPT OF INDUSTRIAL RELATIONS	00453828	E1672306SJ	1405 CIVIC CENTER DR	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 636739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CITY OF SAN JOSE	00454145	26354SEP2019	Disability Awareness Day	General Fund	65.00
				Total for Payment No.:		65.00

Payment No: 636740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CLEARBLU ENVIROMENTAL	00453989	21436	PARTS -SHOP	Fleet Operation Fund	135.08
09/19/2019	CLEARBLU ENVIROMENTAL	00453989	21436	SA PARTS DISCOUNT 10% off	Fleet Operation Fund	-5.79
09/19/2019	CLEARBLU ENVIROMENTAL	00453989	21436	PREVENTIVE MAINTENANCE AGMT	Fleet Operation Fund	565.00
09/19/2019	CLEARBLU ENVIROMENTAL	00453989	21436	TESTING WATER SAMPLE	Fleet Operation Fund	92.00
				Total for Payment No.:		786.29

Payment No: 636741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CONEXWEST	00454070	INV-022019	OAK20STDW - OAK 20' USED CERTI	Fire Department	4,251.00
09/19/2019	CONEXWEST	00454070	INV-022019	MODPAINTBEIGE20 - EXTERIOR PAI	Fire Department	981.00
09/19/2019	CONEXWEST	00454070	INV-022019	MOD6RUD - 6' ROLL UP DOOR	Fire Department	1,733.10
09/19/2019	CONEXWEST	00454070	INV-022019	MODFAB - CUSTOM FABRICATION FO	Fire Department	708.50
09/19/2019	CONEXWEST	00454070	INV-022019	OAKFRGHT - FREIGHT CHARGES	Fire Department	600.00
				Total for Payment No.:		8,273.60

Payment No: 636742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CONTRACTOR COMPLIANCE AND MONITORING	00453998	11907	LABOR COMPLIANCE SVC AUG19 SVP	Electric Utility	315.00
				Total for Payment No.:		315.00

Payment No: 636743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CRANE & EQUIPMENT REGULATORY	00453990	19-076	ANNUAL INSPECTION 3344 & 3228	Fleet Operation Fund	900.00
09/19/2019	CRANE & EQUIPMENT REGULATORY	00453990	19-076	QRTRLY INSPECTION 2339 & 3308	Fleet Operation Fund	475.00
				Total for Payment No.:		1,375.00

Payment No: 636744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CRANE WORKS INC	00453991	S15452	QTRLY INSPCTN #29651 WO125008	Fleet Operation Fund	460.00
				Total for Payment No.:		460.00

Payment No: 636745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	CRESCO EQUIPMENT RENTALS	00454147	5000599-0001	PROPANE	Electric Utility	58.13
				Total for Payment No.:		58.13

Payment No: 636746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	D&M TRAFFIC SERVICES	00453790	66932	2 PERSON TRAFFIC 8HR 8/21/19	Electric Utility Construction	1,325.00
09/19/2019	D&M TRAFFIC SERVICES	00453790	66932	2 PERSON TRAFFIC OT 8/21/19	Electric Utility Construction	360.00
				Total for Payment No.:		1,685.00

Payment No: 636747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DAVID ZANOTTI	00453854	C-2019-0369	1705 MARTIN SHEETROCK	Electric Utility	1,400.00
				Total for Payment No.:		1,400.00

Payment No: 636748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DC TAPPING SERVICES INC	00454375	10260	PRICING PURSUANT TO ATTACHED P	Water Utility	2,925.00
09/19/2019	DC TAPPING SERVICES INC	00454376	10266	PRICING PURSUANT TO ATTACHED P	Water Utility	575.00
09/19/2019	DC TAPPING SERVICES INC	00454377	10271	PRICING PURSUANT TO ATTACHED P	Water Utility	450.00
09/19/2019	DC TAPPING SERVICES INC	00454378	10272	PRICING PURSUANT TO ATTACHED P	Water Utility	450.00
09/19/2019	DC TAPPING SERVICES INC	00454379	10277	PRICING PURSUANT TO ATTACHED P	Water Utility	1,025.00
09/19/2019	DC TAPPING SERVICES INC	00454380	10281	PRICING PURSUANT TO ATTACHED P	Water Utility	1,025.00
				Total for Payment No.:		6,450.00

Payment No: 636749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DELL MARKETING LP	00454402	10338535966	POWEREDGE R440 - [AMER_R440_12	Electric Utility Construction	3,849.90
09/19/2019	DELL MARKETING LP	00454402	10338535966	POWEREDGE R440 - [AMER_R440_12	Electric Utility Construction	672.06
				Total for Payment No.:		4,521.96

Payment No: 636750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DIESEL EMISSIONS SERVICE	00454021	W 2-8641	V#1903	Fleet Operation Fund	28.66
09/19/2019	DIESEL EMISSIONS SERVICE	00454021	W 2-8641	LABOR	Fleet Operation Fund	420.00
				Total for Payment No.:		448.66

Payment No: 636751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DLT SOLUTIONS LLC	00454371	SI446984	AUTOCAD GOVERNMENT SINGLE-USER	Electric Utility	11,629.38
09/19/2019	DLT SOLUTIONS LLC	00454371	SI446984	AUTOCAD LT GOVERNMENT SINGLE-U	Electric Utility	4,096.40
09/19/2019	DLT SOLUTIONS LLC	00454371	SI446984	AUTOCAD - INCLUDING SPECIALIZE	Electric Utility	16,846.61
09/19/2019	DLT SOLUTIONS LLC	00454371	SI446984	AUTOCAD LT GOVERNMENT SINGLE-U	Electric Utility	392.00
				Total for Payment No.:		32,964.39

Payment No: 636752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DOWNTOWN GATEWAY HOMEOWNERS ASSOCIATION	00454413	09/11/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	4.00
09/19/2019	DOWNTOWN GATEWAY HOMEOWNERS ASSOCIATION	00454414	09/11/19 CLASS REFUND A	PARKS DEPT REFUND	General Fund	275.75
				Total for Payment No.:		279.75

Payment No: 636753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	DYMAXION RESEARCH LTD	00454134	M9040074	3W LICENSE	General Fund	239.35
				Total for Payment No.:		239.35

Payment No: 636754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	E & M ELECTRIC & MACHINERY	00454072	341974	CF 47817 CUSTOMER FIRST PREMIU	Electric Utility	12,208.00
09/19/2019	E & M ELECTRIC & MACHINERY	00454072	341974	CF 48436 CUSTOMER FIRST PREMIU	Electric Utility	23,725.00
				Total for Payment No.:		35,933.00

Payment No: 636755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	EJ PIRES TRUCKING INC	00454393	94427	TRUCKING AND HAULING SERVICES-	Water Utility	684.25
09/19/2019	EJ PIRES TRUCKING INC	00454393	94427	TRUCKING & HAULING SERVICES -	Sewer Utility	120.75
09/19/2019	EJ PIRES TRUCKING INC	00454395	94338	TRUCKING AND HAULING SERVICES-	Water Utility	3,538.55
09/19/2019	EJ PIRES TRUCKING INC	00454395	94338	TRUCKING & HAULING SERVICES -	Sewer Utility	624.45
09/19/2019	EJ PIRES TRUCKING INC	00454396	94252	TRUCKING AND HAULING SERVICES-	Water Utility	6,705.65
09/19/2019	EJ PIRES TRUCKING INC	00454396	94252	TRUCKING & HAULING SERVICES -	Sewer Utility	2,083.35
				Total for Payment No.:		13,757.00

Payment No: 636756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ENVIRONMENTAL RISK SERVICES	00454384	5962	CHANGE ORDER #1 - ADDITIONAL F	Deposit Funds.	20,630.00
				Total for Payment No.:		20,630.00

Payment No: 636757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	EUROFINS EATON ANALYTICAL INC	00453907	L0469107	SAMPLING	Water Utility	40.00
09/19/2019	EUROFINS EATON ANALYTICAL INC	00453908	L0469260	SAMPLING	Water Utility	45.00
09/19/2019	EUROFINS EATON ANALYTICAL INC	00453911	L0468664	SAMPLING	Water Utility	45.00
09/19/2019	EUROFINS EATON ANALYTICAL INC	00453930	L0470201	SAMPLING	Water Utility	2,220.00
				Total for Payment No.:		2,350.00

Payment No: 636758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	FARWEST ENVIRONMENTAL SUPPLY INC	00454099	32047	CWA/TIC DETECTOR	S.C.Stadium Authority CIP	12,600.00
				Total for Payment No.:		12,600.00

Payment No: 636759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	FAST UNDERCAR SANTA CLARA	00454022	913303	Parts- Stock	Fleet Operation Fund	410.45
09/19/2019	FAST UNDERCAR SANTA CLARA	00454023	912368	Parts- Stock	Fleet Operation Fund	107.83
				Total for Payment No.:		518.28

Payment No: 636760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	FLEETPRIDE, INC.	00454025	34568718	Parts- V#2809	Fleet Operation Fund	791.12
				Total for Payment No.:		791.12

Payment No: 636761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	GHD INC	00454202	94671	NEW WALSH TANK POST CONSTRUCT	Water Utility	1,955.00
09/19/2019	GHD INC	00454204	102301	NEW WALSH TANK DESIGN & PST CO	Water Utility	3,003.55
				Total for Payment No.:		4,958.55

Payment No: 636762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	GLOBAL RENTAL CO	00454157	7279747	DAMAGE REPAIR UNIT037-51937789	Electric Utility	315.00
09/19/2019	GLOBAL RENTAL CO	00454157	7279747	EDF	Electric Utility	22.50
09/19/2019	GLOBAL RENTAL CO	00454157	7279747	MATERIAL	Electric Utility	141.79
09/19/2019	GLOBAL RENTAL CO	00454157	7279747	REPLACE DAMAGED HOSES-LABOR	Electric Utility	252.00
09/19/2019	GLOBAL RENTAL CO	00454157	7279747	FREIGHT	Electric Utility	15.24
				Total for Payment No.:		746.53

Payment No: 636763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	GTT COMMUNICATIONS INC	00454248	INV2606208	INTERNET SVCS 881/1705 SEP19	Electric Utility	3,992.63
				Total for Payment No.:		3,992.63

Payment No: 636764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	HEWLETT PACKARD ENTERPRISE COMPANY	00454401	2503088986	(PRODUCT *696910D-B21) HP BLc3	Electric Utility	5,995.00
09/19/2019	HEWLETT PACKARD ENTERPRISE COMPANY	00454401	2503088986	(PRODUCT 656364D-B21) HPE REF	Electric Utility	1,438.80
09/19/2019	HEWLETT PACKARD ENTERPRISE COMPANY	00454401	2503088986	(PRODUCT *488100D-B21) HP BLc3	Electric Utility	2,289.00
09/19/2019	HEWLETT PACKARD ENTERPRISE COMPANY	00454401	2503088986	(PRODUCT AF574AD) HPE REF RDNT	Electric Utility	95.92
09/19/2019	HEWLETT PACKARD ENTERPRISE	00454401	2503088986	(PRODUCT *P9Q37AD) HPE G2 BASI	Electric Utility	95.92

	COMPANY					
09/19/2019	HEWLETT PACKARD ENTERPRISE COMPANY	00454401	2503088986	(PRODUCT A0K02AD) HPE REF 2.0m	Electric Utility	287.76
09/19/2019	HEWLETT PACKARD ENTERPRISE COMPANY	00454401	2503088986	(PRODUCT *507082D-B21) HP BLc	Electric Utility	1,569.60
				Total for Payment No.:		11,772.00

Payment No: 636765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	HI-LINE UTILITY SUPPLY	00454082	10134779	JAMB SKID BASE 46"	Electric Utility Construction	1,562.22
09/19/2019	HI-LINE UTILITY SUPPLY	00454082	10134779	REPLACE WHEEL FOR CX8042526	Electric Utility Construction	1,116.03
09/19/2019	HI-LINE UTILITY SUPPLY	00454082	10134779	DROP SHIP FREIGHT	Electric Utility Construction	183.40
09/19/2019	HI-LINE UTILITY SUPPLY	00454082	10134779	SKID EXTENSION JAMB 76"	Electric Utility Construction	1,241.91
09/19/2019	HI-LINE UTILITY SUPPLY	00454083	10135094	KELLEM GRIP	Electric Utility Construction	878.58
09/19/2019	HI-LINE UTILITY SUPPLY	00454083	10135094	KELLEM GRIP	Electric Utility Construction	1,298.58
				Total for Payment No.:		6,280.72

Payment No: 636766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	HOME DEPOT USA	00454211	509427084	JANITORIAL SUPPLIES	General Fund	332.18
09/19/2019	HOME DEPOT USA	00454213	509427092	JANITORIAL SUPPLIES	General Fund	525.83
				Total for Payment No.:		858.01

Payment No: 636767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	HYDROSCIENCE ENGINEERS INC	00454071	316002001	PROJECT TASKS	Water Utility Construction	11,996.84
				Total for Payment No.:		11,996.84

Payment No: 636768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ICE DATA PRICING & REFERENCE DATA, LLC	00453917	354084653326PRD	SUBSCRIPTION FEE AUGUST 2019	General Fund	166.82
				Total for Payment No.:		166.82

Payment No: 636769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	INDUSTRIAL SCIENTIFIC CORP	00453928	2243102	SAMPLING	Sewer Utility	554.47
				Total for Payment No.:		554.47

Payment No: 636770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	JITESH SHAH	00454200	R220-EVC-009	EV CHGR REB; ACCT 29703-03	Elec OperatingGrant Trust Fund	500.00
				Total for Payment No.:		500.00

Payment No: 636771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	KALLCENTS	00454036	E42516083119	Monthly Q card phone service	General Fund	19.54
				Total for Payment No.:		19.54

Payment No: 636772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	KIM VU	00454387	09/03/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	889.97
				Total for Payment No.:		889.97

Payment No: 636773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

09/19/2019	KOFFLER	00453915	0093060-IN	SHOP LABOR 200HP MOTOR GEXVG25	Electric Utility	5,945.00
09/19/2019	KOFFLER	00453915	0093060-IN	MATERIALS	Electric Utility	893.80
				Total for Payment No.:		6,838.80

Payment No: 636774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	LEADMAN ELECTRONICS USA, INC	00454228	61768-05 CPV AUG-2019	PBI SOLAR PROD PYMT #46 AUG-19	Elec OperatingGrant Trust Fund	2,955.47
				Total for Payment No.:		2,955.47

Payment No: 636775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	LEWIS HAIN	00454206	R220-EVC-013	EV CHGR REB; 49715-02	Elec OperatingGrant Trust Fund	556.69
				Total for Payment No.:		556.69

Payment No: 636776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	LINDA STREMEL	00454199	R220-EVC-011	EV CHGR REB ACCT 53246-01	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		750.00

Payment No: 636777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	LN CURTIS & SONS	00453901	INV305508	TURNOUT COATS	Fire Department	11,370.88
				Total for Payment No.:		11,370.88

Payment No: 636778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MALLORY SAFETY & SUPPLY LLC	00454372	4700024	LOGO SWEATSHIRTS, RAINGEAR AND	Electric Utility	1,539.39

				Total for Payment No.:		1,539.39

Payment No: 636779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MATTHEWS INTERNATIONAL CORP	00454012	93107460	BRONZE PLAQUE-ANGELE MARTINEZ	Cemetery	449.24
09/19/2019	MATTHEWS INTERNATIONAL CORP	00454079	93173764	BRONZE PLAQUE-WILLIAM CAMPUS	Cemetery	460.67
				Total for Payment No.:		909.91

Payment No: 636780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MAZE & ASSOC	00453926	33161	TOT & CFD AUDIT	General Fund	900.00
				Total for Payment No.:		900.00

Payment No: 636781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MCKESSON MEDICAL	00454149	61556923	Cold packs	General Fund	142.68
				Total for Payment No.:		142.68

Payment No: 636782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MCPHARLIN SPRINKLES &	00454338	64444	LEGAL SERVICES	Special Liability Insurance	10.95
				Total for Payment No.:		10.95

Payment No: 636783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MEMORIAL IMPRESSIONS INC.	00454013	26752	INSCRIPTION/INSTALLATION SERV.	Cemetery	4,217.00
				Total for Payment No.:		4,217.00

Payment No: 636784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MICROSEMI FREQUENCY AND TIME CORPORATION	00454250	78092	SYNCSERVER S650 2-YR SOFTWARE	Electric Utility Construction	1,025.69
09/19/2019	MICROSEMI FREQUENCY AND TIME CORPORATION	00454251	78080	SYNCSERVER S650 2-YEAR EXTENDE	Electric Utility Construction	745.56
				Total for Payment No.:		1,771.25

Payment No: 636785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MINEWEASER & ASSOCIATES	00454232	HG #1	HARRIS LASS GRANT	Public Buildings	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 636786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MISSION VALLEY FORD TRUCK	00454027	264610	Engine repair #3058	Fleet Operation Fund	341.55
09/19/2019	MISSION VALLEY FORD TRUCK	00454027	264610	LABOR	Fleet Operation Fund	585.00
				Total for Payment No.:		926.55

Payment No: 636787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	MONARCH INSTRUMENT	00454282	0045122-IN	PARTS & SUPPLIES	Water Utility	6,770.71
09/19/2019	MONARCH INSTRUMENT	00454283	0045478-CM	RETURN PARTS & SUPPLIES	Water Utility	-6,674.40
09/19/2019	MONARCH INSTRUMENT	00454284	0045328-IN	PARTS & SUPPLIES	Water Utility	6,947.54
				Total for Payment No.:		7,043.85

Payment No: 636788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	NAPA AUTO PARTS	00454028	5983-485849	Parts- Stock	Fleet Operation Fund	194.99
09/19/2019	NAPA AUTO PARTS	00454029	5983-487351	Parts- Stock	Fleet Operation Fund	59.75

09/19/2019	NAPA AUTO PARTS	00454030	5983-487537	Parts- V#2874	Fleet Operation Fund	23.95
09/19/2019	NAPA AUTO PARTS	00454031	5983-487748	Parts- Stock	Fleet Operation Fund	135.77
09/19/2019	NAPA AUTO PARTS	00454032	5983-487819	Parts- SVAC5	Fleet Operation Fund	18.81
09/19/2019	NAPA AUTO PARTS	00454034	5983-488383	Parts- Stock	Fleet Operation Fund	128.15
09/19/2019	NAPA AUTO PARTS	00454041	5983-488529	Parts- Stock	Fleet Operation Fund	177.13
				Total for Payment No.:		738.55

Payment No: 636789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ORCHARD COMMERCIAL, INC	00454374	9448AUG2019	FY 2019-20 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
09/19/2019	ORCHARD COMMERCIAL, INC	00454398	9448AUG2019A	FY 2019-20 PROPERTY MANAGEMENT	Convention Cnt Maintenance Dis	6,459.00
				Total for Payment No.:		12,918.00

Payment No: 636790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ORION SECURITY	00454005	106800	SECURITY SERVICES	General Fund	7,713.09
				Total for Payment No.:		7,713.09

Payment No: 636791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ORLAND UNIT WATER USERS ASSN.	00454039	2031SEP2019	STONY CRK HYDRO EXPENSES AUG19	Electric Utility	13,265.26
09/19/2019	ORLAND UNIT WATER USERS ASSN.	00454039	2031SEP2019	STONY CRK HYDRO EXPENSES AUG19	Electric Utility	5,406.91
09/19/2019	ORLAND UNIT WATER USERS ASSN.	00454039	2031SEP2019	STONY CRK HYDRO EXPENSES AUG19	Electric Utility	24.99
09/19/2019	ORLAND UNIT WATER USERS ASSN.	00454039	2031SEP2019	STONY CRK HYDRO EXPENSES AUG19	Electric Utility	24.99
09/19/2019	ORLAND UNIT WATER USERS ASSN.	00454039	2031SEP2019	STONY CRK HYDRO EXPENSES AUG19	Electric Utility	7,264.09
09/19/2019	ORLAND UNIT WATER USERS ASSN.	00454039	2031SEP2019	STONY CRK HYDRO EXPENSES AUG19	Electric Utility	224.92
				Total for Payment No.:		26,211.16

Payment No: 636792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PACIFIC COAST FLAG	00453809	22357	NS FLAGS	General Fund	355.02
09/19/2019	PACIFIC COAST FLAG	00453809	22357	CPL FLAGS	General Fund	236.68
09/19/2019	PACIFIC COAST FLAG	00453809	22357	MSN FLAGS	General Fund	135.24
				Total for Payment No.:		726.94

Payment No: 636793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PACIFIC GAS & ELECTRIC CO	00454269	0007864128-9	BUCKS CREEK RELICENSING JUL19	Electric Utility Construction	37,440.33
				Total for Payment No.:		37,440.33

Payment No: 636794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PACIFIC GAS & ELECTRIC CO	00454001	0007856273-3	BUCKS CREEK RELICENSING JUN19	Electric Utility Construction	27,183.71
				Total for Payment No.:		27,183.71

Payment No: 636795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PAETEC	00454073	71673026	Annual ongoing telephone servi	Information Technology Service	5,180.62
				Total for Payment No.:		5,180.62

Payment No: 636796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PELLA DOORS & WINDOWS OF NORTHERN CA	00454388	09/03/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 636797

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PRIME MECHANICAL SERVICE, INC	00454252	19577	CENTRAL LIB BOILER	General Fund	4,500.00
				Total for Payment No.:		4,500.00

Payment No: 636798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PRINTS CHARLES REPROGRAPHICS	00454136	92671	project: citywide emrgncy gen.	Public Buildings	760.58
09/19/2019	PRINTS CHARLES REPROGRAPHICS	00454136	92671	Freight	Public Buildings	20.71
				Total for Payment No.:		781.29

Payment No: 636799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	PURETEC INDUSTRIAL WATER	00454122	1739088	COG WTR VESSEL EXCHANGE AUG19	Electric Utility	487.84
09/19/2019	PURETEC INDUSTRIAL WATER	00454122	1739088	SB ANION	Electric Utility	130.84
09/19/2019	PURETEC INDUSTRIAL WATER	00454122	1739088	MIXED BED	Electric Utility	261.68
09/19/2019	PURETEC INDUSTRIAL WATER	00454124	1738215	DVR WATER VESSEL EXCH AUG19	Electric Utility	1,787.46
09/19/2019	PURETEC INDUSTRIAL WATER	00454124	1738215	DVR WATER VESSEL RENT SEP19	Electric Utility	675.27
09/19/2019	PURETEC INDUSTRIAL WATER	00454124	1738215	FUEL SURCHARGE	Electric Utility	18.00
				Total for Payment No.:		3,361.09

Payment No: 636800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	RAFAEL NUNO	00454176	SOTELO -1	HALL BATH LEAK REPAIR -SOTELO	H.U.D Capital Projects	552.00
09/19/2019	RAFAEL NUNO	00454176	SOTELO -1	SOTELO - 10562	H.U.D Capital Projects	552.00
09/19/2019	RAFAEL NUNO	00454176	SOTELO -1	SOTELO - 10562	H.U.D Capital Projects	-552.00
09/19/2019	RAFAEL NUNO	00454186	AKIN -1	AKIN REPAIRS	Housing Authority	6,992.00

				Total for Payment No.:		7,544.00

Payment No: 636801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	RECOLOGY SOUTH BAY	00454138	August-19	monthly collection aug-19	Solid Waste Program	207,559.42
				Total for Payment No.:		207,559.42

Payment No: 636802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	RICHARD AVELAR & ASSOCIATES, INC.	00454064	2018.145.00-1010	CONSULTANT SHALL PROVIDE ARCHI	General Fund	2,137.50
				Total for Payment No.:		2,137.50

Payment No: 636803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ROBERT E. VAN HEUIT	00454385	1086	AMENDMENT NO. 3 INCREASE PO BY	Expendable Trust Funds	1,750.00
				Total for Payment No.:		1,750.00

Payment No: 636804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	ROYAL BRASS INC	00454049	905206-001	Parts- V#3224	Fleet Operation Fund	140.59
				Total for Payment No.:		140.59

Payment No: 636805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SAFARI MICRO INC	00454249	449092	BROCADE SUPPORT NBD PARTS 1YR	Electric Utility	1,479.00
				Total for Payment No.:		1,479.00

Payment No: 636806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SAN JOSE STATE UNIV	00454275	2408SEP2019	SJSU Communit Connections Fair	General Fund	30.00
				Total for Payment No.:		30.00

Payment No: 636807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SAN MATEO CO HEALTH DEPT	00453931	94975	SAMPLING; INV. 94694 & 94975	Water Utility	610.00
				Total for Payment No.:		610.00

Payment No: 636808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SANTA CLARA LIGHTING, INC.	00454257	15738	DVR SERVER ROOM	Electric Utility	87.09
09/19/2019	SANTA CLARA LIGHTING, INC.	00454258	15991	CENTRAL LIB LIGHT TUBE	General Fund	327.27
09/19/2019	SANTA CLARA LIGHTING, INC.	00454260	15762	CENTRAL LIB LIGHT TUBE	General Fund	628.15
09/19/2019	SANTA CLARA LIGHTING, INC.	00454261	15483	MORSE MANSION LIGHTS	General Government - Other	306.18
09/19/2019	SANTA CLARA LIGHTING, INC.	00454262	15751	CENTRAL LIB	General Fund	478.35
09/19/2019	SANTA CLARA LIGHTING, INC.	00454263	15672	TRITON BULBS SOCKET	Public Buildings	329.51
				Total for Payment No.:		2,156.55

Payment No: 636809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SANTA CLARA MUFFLERS	00454051	4277	Labor- V#3213	Fleet Operation Fund	300.00
09/19/2019	SANTA CLARA MUFFLERS	00454051	4277	MATERIALS	Fleet Operation Fund	102.15
				Total for Payment No.:		402.15

Payment No: 636810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SCHAAF & WHEELER CONSULTING	00453947	31500	AGREEMENT FOR CONSULTING SERVI	Storm Drain	2,480.00

				Total for Payment No.:		2,480.00

Payment No: 636811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SCHWEITZER ENGINEERING LABORATORIES, INC	00454100	INV-000404708	PART NUMBER 0311C11HH3D5221 KE	Electric Utility Construction	11,157.24
				Total for Payment No.:		11,157.24

Payment No: 636812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SEAN MENDELSON	00454094	15900-15929	CONTRACOTR PAYMENT FOR SPRING/	General Fund	9,407.21
09/19/2019	SEAN MENDELSON	00454097	15904-15910	CONTRACOTR PAYMENT FOR SPRING/	General Fund	4,776.12
				Total for Payment No.:		14,183.33

Payment No: 636813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SEL ENGINEERING SERVICES, INC.	00453906	31098	PST SERVICES/SUPPORT JUL19	Electric Utility Construction	1,022.50
09/19/2019	SEL ENGINEERING SERVICES, INC.	00454006	31088	ELECT UPGRADES JUL19	Electric Utility Construction	300.00
09/19/2019	SEL ENGINEERING SERVICES, INC.	00454006	31088	ELECT UPGRADES JUL19	Electric Utility Construction	1,725.00
09/19/2019	SEL ENGINEERING SERVICES, INC.	00454006	31088	ELECT UPGRADES JUL19	Electric Utility Construction	8,846.50
				Total for Payment No.:		11,894.00

Payment No: 636814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SIMON SAYS ROOFING	00454193	VANDERBILT	R&R ENTIRE ROOF - GRGICH	H.U.D Capital Projects	15,377.00
09/19/2019	SIMON SAYS ROOFING	00454193	VANDERBILT	GRGICH - 10568	H.U.D Capital Projects	15,377.00

09/19/2019	SIMON SAYS ROOFING	00454193	VANDERBILT	GRGICH - 10568	H.U.D Capital Projects	-15,377.00
				Total for Payment No.:		15,377.00

Payment No: 636815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SOUDI CONSULTANTS INC	00453905	SC1933	SUBSTATION PROTECT SRV JUN19	Electric Utility Construction	92,500.00
09/19/2019	SOUDI CONSULTANTS INC	00453905	SC1933	SUBSTATION PROTECT SRV JUL19	Electric Utility Construction	4,000.00
				Total for Payment No.:		96,500.00

Payment No: 636816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SOURCEPOINT POWERED BY PROFORMA	00454410	0B91030878	THIN MICROFIBER CLOTH	General Fund	1,378.97
09/19/2019	SOURCEPOINT POWERED BY PROFORMA	00454410	0B91030878	FULL COLOR IMPRINT	General Fund	89.69
09/19/2019	SOURCEPOINT POWERED BY PROFORMA	00454410	0B91030878	CLEAR VINYL POUCH	General Fund	280.28
				Total for Payment No.:		1,748.94

Payment No: 636817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	STAFFAN NILLSON	00454209	R220-PP-001	POOL PUMP REBATE;ACCT 52153-01	Elec OperatingGrant Trust Fund	100.00
				Total for Payment No.:		100.00

Payment No: 636818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	STANFORD HOSPITAL AND CLINICS	00454116	1908-106933CITYNSCL	MED ADVISOR SERVICES	General Fund	1,800.00
				Total for Payment No.:		1,800.00

Payment No: 636819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	STATCOMM INC	00454244	140620	GATE REPAIR LABOR 1705 6/21/19	Electric Utility	805.00
09/19/2019	STATCOMM INC	00454244	140620	GATE REPAIR OTHER 1705 6/21/19	Electric Utility	48.75
				Total for Payment No.:		853.75

Payment No: 636820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	STORAGE EXPRESS INC	00454161	65743	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75
				Total for Payment No.:		81.75

Payment No: 636821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SUNE W12DG-C, LLC	00453997	CA-12-0396-9	ENERGY PURCH (SOLAR) AUG19	Electric Utility	14,704.16
				Total for Payment No.:		14,704.16

Payment No: 636822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SUNNYVALE FORD	00454053	155071	SVAC5	Fleet Operation Fund	6.57
09/19/2019	SUNNYVALE FORD	00454056	155390	Parts- V#3107	Fleet Operation Fund	123.81
				Total for Payment No.:		130.38

Payment No: 636823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SWA SERVICES GROUP	00454253	20827	EXTRA SIGN SHOP	General Fund	875.00
09/19/2019	SWA SERVICES GROUP	00454254	20824	EXTRA NORTHSIDE PORTER	General Fund	458.70
09/19/2019	SWA SERVICES GROUP	00454255	20822	EXTRA BUILDING INSPEC	General Government - Other	655.35
				Total for Payment No.:		1,989.05

Payment No: 636824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	SWAPNIL DWIVEDI	00454203	R220-EVC-010	2 EV CHGR REB; ACCT 75266-01	Elec OperatingGrant Trust Fund	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 636825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TECH AIR OF NORTHERN CA, LLC	00453813	05036617	MEDICAL OXYGEN - STATION 1	General Fund	116.30
09/19/2019	TECH AIR OF NORTHERN CA, LLC	00453814	05036618	MEDICAL OXYGEN - STATION 3	General Fund	66.71
09/19/2019	TECH AIR OF NORTHERN CA, LLC	00453815	05036619	MEDICAL OXYGEN - STATION 5	General Fund	106.38
09/19/2019	TECH AIR OF NORTHERN CA, LLC	00453816	05036620	MEDICAL OXYGEN - STATION 6	General Fund	96.47
				Total for Payment No.:		385.86

Payment No: 636826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TECHNOLOGENT	00454279	INV137579	SKU B58121 ORACLE PREMIER SUPP	Electric Utility Construction	8.68
				Total for Payment No.:		8.68

Payment No: 636827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	THE HOME DEPOT PRO	454205	506611680	3/8 T50 STAPLES	Water Utility	11.95
09/19/2019	THE HOME DEPOT PRO	454205	506611680	3/8 T50 STAPLES	Electric Utility	11.96
				Total for Payment No.:		23.91

Payment No: 636828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	THOMSON WEST GROUP	00454038	840868585	CLEAR monthly svc Records	General Fund	233.18
09/19/2019	THOMSON WEST GROUP	00454038	840868585	CLEAR monthly svc Bureau	General Fund	233.18

				Total for Payment No.:		466.36

Payment No: 636829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TJH2B ANALYTICAL SERVICES INC	00454172	19-135310	SUBSTATIONS ANALYSIS	Electric Utility	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 636830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TOPS #0108	00454415	09/11/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 636831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	TRB AND ASSOCIATES, INC.	00454110	2959	AMENMENT NO. 2 - APPROVED BY C	General Fund	6,400.00
09/19/2019	TRB AND ASSOCIATES, INC.	00454111	2928	AMENMENT NO. 2 - APPROVED BY C	General Fund	6,800.00
				Total for Payment No.:		13,200.00

Payment No: 636832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	UNIFIRST CORPORATION	00454156	385 0351394	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	85.92
09/19/2019	UNIFIRST CORPORATION	00454158	385 0351388	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,127.81
09/19/2019	UNIFIRST CORPORATION	00454158	385 0351388	NEW CLOTHES T. BAZA	Electric Utility	3.54
09/19/2019	UNIFIRST CORPORATION	00454159	385 0351393	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	668.05
09/19/2019	UNIFIRST CORPORATION	00454160	385 0350416	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	85.92
09/19/2019	UNIFIRST CORPORATION	00454162	385 0350410	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,125.16
09/19/2019	UNIFIRST CORPORATION	00454162	385 0350410	NEW CLOTHES M.SAVAGE	Electric Utility	3.54
09/19/2019	UNIFIRST CORPORATION	00454163	385 0350415	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	674.74
09/19/2019	UNIFIRST CORPORATION	00454164	385 0350408	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	625.44

09/19/2019	UNIFIRST CORPORATION	00454165	385 0350476	GARMENT RENT/CLEANING SVC CH	Electric Utility	175.62
09/19/2019	UNIFIRST CORPORATION	00454166	385 0350409	GARMENT RENTAL/CLEANING SVP I	Electric Utility	54.78
09/19/2019	UNIFIRST CORPORATION	00454166	385 0350409	DELIVERY FEE SVP	Electric Utility	11.50
09/19/2019	UNIFIRST CORPORATION	00454167	385 0350412	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	123.42
				Total for Payment No.:		4,765.44

Payment No: 636833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	UNITED PARCEL SERVICE	00454404	00009882E5369A	CITY CLERK	General Fund	14.50
09/19/2019	UNITED PARCEL SERVICE	00454404	00009882E5369A	ELECTRIC	Electric Utility	11.16
09/19/2019	UNITED PARCEL SERVICE	00454404	00009882E5369A	POLICE	General Fund	55.91
09/19/2019	UNITED PARCEL SERVICE	00454404	00009882E5369A	WATER	Water Utility	92.17
09/19/2019	UNITED PARCEL SERVICE	00454405	00009882E5359A	CITY CLERK	General Fund	29.00
09/19/2019	UNITED PARCEL SERVICE	00454405	00009882E5359A	ELECTRIC	Electric Utility	21.29
09/19/2019	UNITED PARCEL SERVICE	00454405	00009882E5359A	AUTO	Fleet Operation Fund	12.05
09/19/2019	UNITED PARCEL SERVICE	00454405	00009882E5359A	BUILDING INSPECTION	General Fund	27.43
09/19/2019	UNITED PARCEL SERVICE	00454407	00009882E5349A	CITY CLERK	General Fund	14.50
09/19/2019	UNITED PARCEL SERVICE	00454407	00009882E5349A	ELECTRIC	Electric Utility	70.96
09/19/2019	UNITED PARCEL SERVICE	00454407	00009882E5349A	ENG. DESIGN	General Fund	22.39
09/19/2019	UNITED PARCEL SERVICE	00454407	00009882E5349A	POLICE	General Fund	13.50
				Total for Payment No.:		384.86

Payment No: 636834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	UNITED SITE SERVICES INC	00454088	114-8999471	RESTROOM RENT@RAY8/19-9/15/19	Electric Utility	10.90
09/19/2019	UNITED SITE SERVICES INC	00454088	114-8999471	WKLY RSTRM SRV@RAY8/19-9/15/19	Electric Utility	55.00
09/19/2019	UNITED SITE SERVICES INC	00454088	114-8999471	2 SINK RENT@ RAY 8/19-9/15/19	Electric Utility	10.90
09/19/2019	UNITED SITE SERVICES INC	00454088	114-8999471	WKLY SINK SRV@RAY 8/19-9/15/19	Electric Utility	55.00
09/19/2019	UNITED SITE SERVICES INC	00454088	114-8999471	ENVIRONMENTAL FEE	Electric Utility	13.98

09/19/2019	UNITED SITE SERVICES INC	00454089	114-9025980	OFFROUTE FEE @HOM 8/22-8/23/19	Electric Utility	100.00
09/19/2019	UNITED SITE SERVICES INC	00454089	114-9025980	ENVIRONMENTAL FEE	Electric Utility	10.75
09/19/2019	UNITED SITE SERVICES INC	00454090	114-8980342	RESTROOM RENT@HOM 8/14-9/10/19	Electric Utility	10.91
09/19/2019	UNITED SITE SERVICES INC	00454090	114-8980342	WKLY RSTRM SRV@HOM8/14-9/10/19	Electric Utility	62.15
09/19/2019	UNITED SITE SERVICES INC	00454090	114-8980342	ENVIRONMENTAL FEE	Electric Utility	7.76
				Total for Payment No.:		337.35

Payment No: 636835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	UNIVAR USA INC	00454037	SJ960549	CAUSTIC SODA 30% 9/5/19	Electric Utility	722.13
09/19/2019	UNIVAR USA INC	00454135	SJ961140	DVR CHEM DEL SOD HYP 9/4/19	Electric Utility	1,022.82
09/19/2019	UNIVAR USA INC	00454135	SJ961140	CALIFORNIA MILL FEE	Electric Utility	22.25
09/19/2019	UNIVAR USA INC	00454137	SJ961290	DVR CHEM DEL SOD HYP 9/9/19	Electric Utility	1,137.88
09/19/2019	UNIVAR USA INC	00454137	SJ961290	CALIFORNIA MILL FEE	Electric Utility	24.75
				Total for Payment No.:		2,929.83

Payment No: 636836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	W-TRANS	00454074	23021	AGREEMENT FOR WARBURTON AVE/CI	General Fund	3,397.50
09/19/2019	W-TRANS	00454075	23195	AGREEMENT FOR WARBURTON AVE/CI	General Fund	4,798.75
				Total for Payment No.:		8,196.25

Payment No: 636837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/19/2019	WOOD ENVIRONMENT & INFRASTRUCTURE, INC.	00454080	S41103043	AMEC YOUTH SOCCER FIELD SOIL T	Parks And Recreation	2,079.62
				Total for Payment No.:		2,079.62
				Overall Total		1,320,931.51

Sorted by Payment Number

Payment No: 013705

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	BAKER & TAYLOR BOOKS	00454169	4000169014	1232 YA BK	General Fund	5.00
09/26/2019	BAKER & TAYLOR BOOKS	00454170	4012602945	1233 AD BK	General Fund	21.15
09/26/2019	BAKER & TAYLOR BOOKS	00454171	2034757955	1231 Juv BK	General Fund	166.43
09/26/2019	BAKER & TAYLOR BOOKS	00454270	4000169041	1232 YA BK	General Fund	1.00
09/26/2019	BAKER & TAYLOR BOOKS	00454394	2034776793	1231 Juv BK	General Fund	241.23
09/26/2019	BAKER & TAYLOR BOOKS	00454400	4000169053	1232 YA BK	General Fund	1.00
				Total for Payment No.:		435.81

Payment No: 013706

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	BUCKLES-SMITH	00454772	3163361-00	PN# ALB1747L553 - 1747-L553 SL	Electric Utility	8,946.71
09/26/2019	BUCKLES-SMITH	00454772	3163361-00	pn# ALB1746N2 - 1746-N2 ETO: S	Electric Utility	56.76
09/26/2019	BUCKLES-SMITH	00454772	3163361-00	PN# ALB1492IFM20F - 1492-IFM20	Electric Utility	106.93
09/26/2019	BUCKLES-SMITH	00454772	3163361-00	PN# ALB1492AIFM83 - 1492-AIFM8	Electric Utility	168.73
09/26/2019	BUCKLES-SMITH	00454772	3163361-00	PN# ALB1746A10 - 1746-A10 SLC	Electric Utility	1,339.07
09/26/2019	BUCKLES-SMITH	00454772	3163361-00	PN# ALB1746P2 - 1746-P2 SLC PO	Electric Utility	1,174.26
				Total for Payment No.:		11,792.46

Payment No: 013707

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	CINTAS CORP #630	00454510	630698052	WATER UNIFORM SERVICE	Water Utility	292.53
09/26/2019	CINTAS CORP #630	00454510	630698052	WATER UNIFORM SERVICE	Sewer Utility	292.52
09/26/2019	CINTAS CORP #630	00454511	630701961	WATER UNIFORM SERVICE	Water Utility	290.28

09/26/2019	CINTAS CORP #630	00454511	630701961	WATER UNIFORM SERVICE	Sewer Utility	290.27
09/26/2019	CINTAS CORP #630	00454512	630705987	WATER UNIFORM SERVICE	Water Utility	324.29
09/26/2019	CINTAS CORP #630	00454512	630705987	WATER UNIFORM SERVICE	Sewer Utility	324.29
				Total for Payment No.:		1,814.18

Payment No: 013708

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	COOPER COMPLIANCE CORP	00454483	1969	2020 NERC AUDIT PREP AUG19	Electric Utility	1,920.00
				Total for Payment No.:		1,920.00

Payment No: 013709

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	DUNCAN WEINBERG GENZER &	00454508	31056 PJS	LEGAL SERVICES JUL19	Electric Utility	80,736.56
09/26/2019	DUNCAN WEINBERG GENZER &	00454508	31056 PJS	LEGAL SVC BUCKS CRK JUL19	Electric Utility Construction	2,593.00
				Total for Payment No.:		83,329.56

Payment No: 013710

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	EMPLOYMENT SCREENING RESOURCES	00454445	194576	TWO REGULAR HIRES	General Fund	146.00
09/26/2019	EMPLOYMENT SCREENING RESOURCES	00454446	195543	ONE EXEC, THREE REG HIRES	General Fund	357.75
				Total for Payment No.:		503.75

Payment No: 013711

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	FARWEST LINE SPECIALTIES LLC	00454453	288859	KLEIN FOLDING KNIFE W/ CLIP	Electric Utility	107.53
09/26/2019	FARWEST LINE SPECIALTIES LLC	00454453	288859	SHIPPING	Electric Utility	9.47
09/26/2019	FARWEST LINE SPECIALTIES LLC	00454721	286034	BUCKET, CANVAS, NON-METALLIC,	Electric Utility	322.81
09/26/2019	FARWEST LINE SPECIALTIES LLC	00454721	286034	GAFF FOR BASHLIN HOOK. BASHLI	Electric Utility	140.08

09/26/2019	FARWEST LINE SPECIALTIES LLC	00454721	286034	HANDLINE SNATCH BLOCK, 2 LB.,	Electric Utility	234.90
09/26/2019	FARWEST LINE SPECIALTIES LLC	00454721	286034	SHIPPING	Electric Utility	11.38
				Total for Payment No.:		826.17

Payment No: 013712

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	FINDAWAY WORLD LLC	00454406	296929	1231 Juv ABK	General Fund	40.26
				Total for Payment No.:		40.26

Payment No: 013713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	GALE/CENGAGE LEARNING	00454280	68147884	1241 AD BK	General Fund	171.60
09/26/2019	GALE/CENGAGE LEARNING	00454281	68147950	1241 AD BK	General Fund	147.09
09/26/2019	GALE/CENGAGE LEARNING	00454403	68178571	1241 AD BK	General Fund	53.94
				Total for Payment No.:		372.63

Payment No: 013714

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	GARDENLAND POWER EQUIPMENT	00454514	705154	LABOR SITE MAINT.	Water Utility	77.99
09/26/2019	GARDENLAND POWER EQUIPMENT	00454514	705154	ENVIRONMENTAL WASTE HANDLING	Water Utility	4.64
09/26/2019	GARDENLAND POWER EQUIPMENT	00454514	705154	SUPPLIES SITE MAINT.	Water Utility	32.18
				Total for Payment No.:		114.81

Payment No: 013715

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	GRID SUBJECT MATTER EXPERTS, LLC	00454485	5793	ONGOING CIP ACTIVITIES AUG19	Electric Utility	3,675.00
				Total for Payment No.:		3,675.00

Payment No: 013716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	HARRIS COMPUTER SYSTEMS	00454746	CT043097	NORTHSTAR 6.4 UPGRADE	General Government - Other	23,005.50
09/26/2019	HARRIS COMPUTER SYSTEMS	00454747	CT043096	NORTHSTAR 6.4 UPGRADE	General Government - Other	34,508.25
				Total for Payment No.:		57,513.75

Payment No: 013717

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	INGRAM LIBRARY SERVICES INC	00454285	41702986	1235 AD/YA/Juv BK	General Fund	596.80
09/26/2019	INGRAM LIBRARY SERVICES INC	00454408	41817011	1235 YA/Juv BK	General Fund	192.47
				Total for Payment No.:		789.27

Payment No: 013718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	KATHY ST. JOHN	00454737	23311SEP2019	LITERACY CONSULTANT	Library Operating Grant Fund	200.00
				Total for Payment No.:		200.00

Payment No: 013719

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	KRISAMA JUESEEKUL	00454448	328971	BKFT FOR PANEL HR ASSISTANT	General Fund	13.00
09/26/2019	KRISAMA JUESEEKUL	00454449	328972	COFFEE NEW HIRE ORIENTATION	General Fund	10.00
09/26/2019	KRISAMA JUESEEKUL	00454450	328973	BKFT PANEL SR. CUST. SERVICE	General Fund	23.50
09/26/2019	KRISAMA JUESEEKUL	00454451	328974	BKFT PANEL SR. ELECTRIC UTILIT	General Fund	36.50
09/26/2019	KRISAMA JUESEEKUL	00454452	328975	BKFT PANEL SR. INSPECTOR	General Fund	18.00
09/26/2019	KRISAMA JUESEEKUL	00454454	328976	BKFT PANEL IT SYSTEMS MANAGER	General Fund	20.00
09/26/2019	KRISAMA JUESEEKUL	00454455	328977	BKFT PANEL IT SYSTEMS MGR.	General Fund	20.00
09/26/2019	KRISAMA JUESEEKUL	00454456	328978	COFFEE NEW HIRE ORIENTATION	General Fund	10.00

09/26/2019	KRISAMA JUESEEKUL	00454457	328979	BKFT PANEL DEPUTY FIRE MARSH I	General Fund	38.50
09/26/2019	KRISAMA JUESEEKUL	00454458	328980	BKFT PANEL MGMT ANALYST	General Fund	38.50
				Total for Payment No.:		228.00

Payment No: 013720

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	MARIN CLEAN ENERGY	00454336	SVP-0719	CISO CHG SC SVC G2-1 JUL19	Electric Utility	38,843.89
09/26/2019	MARIN CLEAN ENERGY	00454336	SVP-0719	CISO CHG SC SVC G2-1 JUL19	Electric Utility	-397.38
				Total for Payment No.:		38,446.51

Payment No: 013721

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	MSR PUBLIC POWER AGENCY	00454469	091119	BIG HORN 2 POWER AUG19	Electric Utility	283,052.46
				Total for Payment No.:		283,052.46

Payment No: 013722

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	NALCO CO	00454366	68399158	PORTAFEED PERMACLEAN 9/10/19	Electric Utility	2,485.20
09/26/2019	NALCO CO	00454366	68399158	TRANSPORTATION/ENERGY FEE	Electric Utility	16.35
				Total for Payment No.:		2,501.55

Payment No: 013723

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	ONESOURCE DISTRIBUTORS LLC	00454722	S6165397.003	TAPE, ELECTRICAL, LV, MARKING,	Electric Utility	580.45
09/26/2019	ONESOURCE DISTRIBUTORS LLC	00454724	S6206868.003	CONNECTOR, SUBMERSIBLE, 3 POSI	Electric Utility	1,288.17
09/26/2019	ONESOURCE DISTRIBUTORS LLC	00454725	S6206868.004	CLEVIS, DEAD END, SWING, W/O S	Electric Utility	242.64
09/26/2019	ONESOURCE DISTRIBUTORS LLC	00454726	S6208162.001	CONNECTOR, MISC, COMP, INSULAT	Electric Utility	291.24
				Total for Payment No.:		2,402.50

Payment No: 013724

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	ORACLE AMERICA INC	00454771	44591236	ORACLE DATABASE ENTERPRISE EDI	Electric Utility	52,516.80
09/26/2019	ORACLE AMERICA INC	00454771	44591236	ORACLE DATABASE APPLIANCE PREM	Electric Utility	1,971.47
				Total for Payment No.:		54,488.27

Payment No: 013725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	OVERDRIVE INC	00454287	00910CO19162488	1241 AD EBK	General Fund	851.91
09/26/2019	OVERDRIVE INC	00454288	00910DA19165151	1241 AD EBK	General Fund	55.00
09/26/2019	OVERDRIVE INC	00454289	00910DA19170136	1241 AD EBK	General Fund	267.47
09/26/2019	OVERDRIVE INC	00454290	00910DA19170137	1241 AD EBK	General Fund	95.00
09/26/2019	OVERDRIVE INC	00454409	00910CO19173660	1241 AD EBK	General Fund	624.94
				Total for Payment No.:		1,894.32

Payment No: 013726

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PARAGON PARTNERS LTD	00454462	0018946-IN	FIBER SUPPT/BUSINESS MGMT SVCS	Electric Utility Construction	16,824.36
				Total for Payment No.:		16,824.36

Payment No: 013727

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PG&E	00454470	6751776993-0 SEP2019	GAS TRANSPORT COGEN AUG19	Electric Utility	74,230.76
09/26/2019	PG&E	00454471	6960110313-3 SEP2019	GAS TRANSPORT GIANERA AUG19	Electric Utility	1,061.22
09/26/2019	PG&E	00454472	6738869084-3 SEP2019	GAS TRANSPORT DVR AUG19	Electric Utility	713,709.73
				Total for Payment No.:		789,001.71

Payment No: 013728

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PITNEY BOWES	00454477	3103267157	TABBER LEASE	General Fund	383.89
09/26/2019	PITNEY BOWES	00454477	3103267157	TABBER LEASE	General Fund	21.33
09/26/2019	PITNEY BOWES	00454477	3103267157	TABBER LEASE	General Fund	21.33
09/26/2019	PITNEY BOWES	00454478	3103041107	TABBER LEASE	General Fund	383.89
09/26/2019	PITNEY BOWES	00454478	3103041107	TABBER LEASE	General Fund	21.33
09/26/2019	PITNEY BOWES	00454478	3103041107	TABBER LEASE	General Fund	21.33
09/26/2019	PITNEY BOWES	00454479	3103305029	MAIL MACHINE LEASE	General Fund	1,359.76
09/26/2019	PITNEY BOWES	00454481	8977AUG2019	MAIL MACHINE POSTAGE	General Fund	5,017.00
				Total for Payment No.:		7,229.86

Payment No: 013729

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	POWER SYSTEMS OPERATIONS	00454474	1195	VERA VALIDATION UPDATES AUG19	Electric Utility	7,284.19
				Total for Payment No.:		7,284.19

Payment No: 013730

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PRAXAIR DISTRIBUTION INC	00454533	90138879	IND HIGH PRESSURE>100CF	Electric Utility	119.04
09/26/2019	PRAXAIR DISTRIBUTION INC	00454533	90138879	IND LIQUID 160-200LT HIGH PRES	Electric Utility	137.55
09/26/2019	PRAXAIR DISTRIBUTION INC	00454533	90138879	SAFETY AND ENVIRONMENTAL FEE	Electric Utility	24.45
				Total for Payment No.:		281.04

Payment No: 013731

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PREEMINENT SOLUTIONS INC	00454480	4101	ASSESS IT ENVIRONMENT-MS 1	Electric Utility	15,000.00
				Total for Payment No.:		15,000.00

Payment No: 013732

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	THERMAL MECHANICAL INC	00454460	76828	INVESTIGATE ODOR JUN19-LABOR	Electric Utility	710.00
09/26/2019	THERMAL MECHANICAL INC	00454460	76828	INVESTIGATE ODOR JUN19-OTHER	Electric Utility	75.00
09/26/2019	THERMAL MECHANICAL INC	00454461	76841	CHECK WALL UNITS JUN19-LABOR	Electric Utility	355.00
09/26/2019	THERMAL MECHANICAL INC	00454461	76841	CHECK WALL UNITSJUN19-MATERIAL	Electric Utility	114.45
09/26/2019	THERMAL MECHANICAL INC	00454461	76841	CHECK WALL UNITS JUN19-OTHER	Electric Utility	75.00
				Total for Payment No.:		1,329.45
				Overall Total		1,383,291.87

Sorted by Payment Number

Payment No: 636838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	CHRISTOPHER JUESEEKUL	00454769	32833SEP2019	REPLACE DD 8/25/19-9/7/19	Payroll Liability&ClearingAcct	250.00
				Total for Payment No.:		250.00

Payment No: 636839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	DOMINGO ANCHETA	00454691	13814SEP2019	REPLACE PRCK#84611	Payroll Liability&ClearingAcct	781.67
				Total for Payment No.:		781.67

Payment No: 636840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	DOUGLAS GERBRANDT	00454741	27824AUG2019	HOMELESS LIASON OFFICER COURSE	General Fund	33.00
				Total for Payment No.:		33.00

Payment No: 636841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	JAMES SITLER	00454749	18438MAY2019	MOTORCYCLE PICK UP	General Fund	84.26
				Total for Payment No.:		84.26

Payment No: 636842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	JAMIE ELLIS	00454743	18428AUG2019	DETECTION DANGER	General Fund	17.00

				Total for Payment No.:		17.00

Payment No: 636843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	MICHAEL COLE	00454650	26900SEP2019	RESCUE SYSTEMS III TRAINING	General Fund	645.00
				Total for Payment No.:		645.00

Payment No: 636844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	NAOMI DALE	00454739	3560AUG2019	WELLNESS SYMPOSIUM	General Fund	26.16
09/26/2019	NAOMI DALE	00454742	3560AUG2019A	NAVIGATOR CONFERENCE	General Fund	446.00
				Total for Payment No.:		472.16

Payment No: 636845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PATRICIA BOWERS	00454740	28933AUG2019	RESPONSE TACTICS COURSE	General Fund	50.28
				Total for Payment No.:		50.28

Payment No: 636846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	SANTA CLARA CO DISTRICT ATTORNEY	00454040	AF-1701-03006	monies seized SCPD 16-10464	Deposit Funds.	8,747.00
09/26/2019	SANTA CLARA CO DISTRICT ATTORNEY	00454050	AF-1304-02021	monies seized SCPD 13-2390	Deposit Funds.	2,118.00
				Total for Payment No.:		10,865.00

Payment No: 636847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	STEVE LE	00454652	24491SEP2019	REIMB POSTERS FOR A&W FESTIVAL	General Fund	240.35
				Total for Payment No.:		240.35

Payment No: 636848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	THANHVAN TRAN	00454768	30583SEP2019	REPLACE PRCK#84951	Payroll Liability&ClearingAcct	238.98
				Total for Payment No.:		238.98

Payment No: 636849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	COOPERATIVE PERSONNEL SERVICES	00454546	SOP49795	TREE TRIMMER II - 6 BOOKS	General Fund	451.00
				Total for Payment No.:		451.00

Payment No: 636850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	LIEBERT CASSIDY WHITMORE	00454543	1483678	PROF. SERVICES - JULY	General Fund	777.00
09/26/2019	LIEBERT CASSIDY WHITMORE	00454544	1482170	PROF SERVICES - JUNE	General Fund	5,698.00
09/26/2019	LIEBERT CASSIDY WHITMORE	00454545	1484898	PROF. SERVICES - AUGUST	General Fund	259.00
				Total for Payment No.:		6,734.00

Payment No: 636851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	ANIXTER INC.	00454723	4310626-03	CONNECTOR, O/H, TRANSFORMER TA	Electric Utility	309.02
09/26/2019	ANIXTER INC.	00454723	4310626-03	CONNECTOR, SERVICE DROP INSUL	Electric Utility	86.15
09/26/2019	ANIXTER INC.	00454730	4352563-00	TERMINATION, 200A, INSULATING	Electric Utility	4,218.30
09/26/2019	ANIXTER INC.	00454731	4348819-00	PED CONNEDTOR 4 WAY/750MCM. UT	Electric Utility	6,286.58
09/26/2019	ANIXTER INC.	00454732	4352554-00	TIE, WIRE, LINE, #4 ACSR WITH	Electric Utility	194.02
09/26/2019	ANIXTER INC.	00454733	4359660-00	WIRE, OH, #4/0 AL, QUADRUPLEX,	Electric Utility	6,521.69
				Total for Payment No.:		17,615.76

Payment No: 636852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	APPRENTICESHIP PROGRAMS INC	00454174	#GT-000040C	APPLICATION FEE	Electric Utility	150.00
				Total for Payment No.:		150.00

Payment No: 636853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	ARAMARK UNIFORM SERVICES	00454367	760422075	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
				Total for Payment No.:		400.90

Payment No: 636854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	AZCO SUPPLY, INC.	00454734	263894	BEND, CONDUIT, PVC, 4INX90 DEG	Electric Utility	62.78
09/26/2019	AZCO SUPPLY, INC.	00454734	263894	BEND, CONDUIT, PVC, 5IN X 11-1	Electric Utility	745.56
09/26/2019	AZCO SUPPLY, INC.	00454735	263895	MOULDING, PVC, 6IN X 10FT-0IN	Electric Utility	1,048.37
09/26/2019	AZCO SUPPLY, INC.	00454735	263895	MOULDING, PVC, 5IN X 10FT-0IN.	Electric Utility	1,645.83
09/26/2019	AZCO SUPPLY, INC.	00454735	263895	MOULDING, PVC, 2IN X 10FT-0IN,	Electric Utility	990.00
				Total for Payment No.:		4,492.54

Payment No: 636855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	BROTHERS SOLUTIONS	00454729	1021	WASHER, FLAT, 316 STN STL, 1/2	Electric Utility	183.12
09/26/2019	BROTHERS SOLUTIONS	00454729	1021	NUT, HEX, 316 STN. STL., 3/8IN	Electric Utility	65.40
09/26/2019	BROTHERS SOLUTIONS	00454729	1021	WASHER, FLAT, 316 STN STL, 3/8	Electric Utility	43.60
09/26/2019	BROTHERS SOLUTIONS	00454729	1021	NUT, HEX, 316 STN. STL., 5/16I	Electric Utility	26.16
				Total for Payment No.:		318.28

Payment No: 636856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	CITY OF SAN JOSE	00454518	18211568	4495 N 1ST WATER METER CHARGE	Water Utility	303.01

				Total for Payment No.:		303.01

Payment No: 636857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	COMMUNICATIONS SUPPLY CORP	00454482	822362	CONDUIT 1250 TAPE	Electric Utility Construction	12,478.32
				Total for Payment No.:		12,478.32

Payment No: 636858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	CONCENTRA MEDICAL CENTERS	00454468	65248906	REG & PRE EMP PHYSICALS	General Fund	170.00
09/26/2019	CONCENTRA MEDICAL CENTERS	00454468	65248906	DOT - FLEET	Fleet Operation Fund	45.00
09/26/2019	CONCENTRA MEDICAL CENTERS	00454468	65248906	PHYS RECERT - SVP FIELD	Electric Utility	85.00
				Total for Payment No.:		300.00

Payment No: 636859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	COOPERATIVE PERSONNEL SERVICES	00454459	SOP49720	DEP. FIRE MARSHALL 39 BOOKS	General Fund	814.00
				Total for Payment No.:		814.00

Payment No: 636860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	DC TAPPING SERVICES INC	00454744	10261	PRICING PURSUANT TO ATTACHED P	Water Utility	1,350.00
09/26/2019	DC TAPPING SERVICES INC	00454745	10265	PRICING PURSUANT TO ATTACHED P	Water Utility	450.00
				Total for Payment No.:		1,800.00

Payment No: 636861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	EPM POWER & WATER SOLUTIONS	00454447	9078176	DVR DCS UPGRADE MILESTONE 2	Electric Utility	264,981.00

					Construction	
09/26/2019	EPM POWER & WATER SOLUTIONS	00454447	9078176	TAXABLE	Electric Utility Construction	18,938.35
09/26/2019	EPM POWER & WATER SOLUTIONS	00454447	9078176	DVR DCS UPGRADE MILESTONE 2	Electric Utility Construction	140,240.18
09/26/2019	EPM POWER & WATER SOLUTIONS	00454447	9078176	TAXABLE	Electric Utility Construction	10,022.58
09/26/2019	EPM POWER & WATER SOLUTIONS	00454447	9078176	DVR DCS UPGRADE MILESTONE 2	Electric Utility Construction	76,562.82
09/26/2019	EPM POWER & WATER SOLUTIONS	00454447	9078176	TAXABLE	Electric Utility Construction	5,471.71
				Total for Payment No.:		516,216.64

Payment No: 636862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	HEALTHINVEST HRA	00454574	32307SEP2019	VENDOR REPLACING EXISTING VEBA	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 636863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	HUGHES NETWORK SYSTEMS LLC	00454475	B1-347441692	METER SVC G2 ENERGY SEP19	Electric Utility	101.94
				Total for Payment No.:		101.94

Payment No: 636864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	HYDROSCIENCE ENGINEERS INC	00454770	316002002	PROJECT TASKS	Water Utility Construction	11,172.50
				Total for Payment No.:		11,172.50

Payment No: 636865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	INNOVASAFE INC	00454476	321619	RNWL SFTWR ESCROW AGR SEP19-20	Electric Utility	500.00

					Construction	
				Total for Payment No.:		500.00

Payment No: 636866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	JAM SERVICES INC	00454728	122889	LED, GREEN, FOR SEALED BEAM.	Electric Utility	719.40
09/26/2019	JAM SERVICES INC	00454736	122641	PUSHBUTTON, PEDESTRIAN. 5INX7I	Electric Utility	3,270.00
				Total for Payment No.:		3,989.40

Payment No: 636867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	LEGAL PURSUIT INC	00454655	3720501	LEGAL COURIER	General Fund	85.00
				Total for Payment No.:		85.00

Payment No: 636868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	LIEBERT CASSIDY WHITMORE	00454653	1480815	LEGAL SERVICES	Special Liability Insurance	7,441.00
				Total for Payment No.:		7,441.00

Payment No: 636869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	MALLORY SAFETY & SUPPLY LLC	00454473	4701728	RADIA-SV59Z3ZGM-XL VEST SURVEY	Electric Utility	21.47
09/26/2019	MALLORY SAFETY & SUPPLY LLC	00454473	4701728	RADIA-SV59Z3ZGM-MD VEST SURVEY	Electric Utility	64.41
				Total for Payment No.:		85.88

Payment No: 636870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	NAVIGANT CONSULTING INC	00454484	0100044978	NERC CIP SUPPORT AUG19	Electric Utility	702.50

				Total for Payment No.:		702.50

Payment No: 636871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	NI GOVERNMENT SERVICES	00454738	9081317207	MONTHLY FEES SATTELITE RADIOS	General Fund	77.37
				Total for Payment No.:		77.37

Payment No: 636872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	OCLC INC	00454295	0000680990	CATALOG & METADATA	General Fund	2,788.04
				Total for Payment No.:		2,788.04

Payment No: 636873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PENINSULATORS	00454296	32452	MAINTENANCE	General Fund	790.00
				Total for Payment No.:		790.00

Payment No: 636874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PEOPLEFLUENT, INC	00454466	79370	LABOR & EXP APRIL MAY 2019	General Fund	2,495.00
09/26/2019	PEOPLEFLUENT, INC	00454467	78633	LABOR JUNE AUG NOV 18, MAR 19	General Fund	8,729.00
				Total for Payment No.:		11,224.00

Payment No: 636875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PG&E	00454486	0007863034-0	COO 115KV NRS (TFA) SEP19	Electric Utility	6,600.59
09/26/2019	PG&E	00454504	0007863035-7	COO NONRULE 2 LES/230KV SEP19	Electric Utility	3,231.16
				Total for Payment No.:		9,831.75

Payment No: 636876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PIPE AND PLANT SOLUTIONS, INC.	00454523	18439-06	SEWER ASMNT PHASE II MAY 2019	Sewer Utility Construction	69,025.11
				Total for Payment No.:		69,025.11

Payment No: 636877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	PRESTON PIPELINES INC	00454748	1904303	EMERGENCY SEWER REPAIR ON LAFA	Sewer Utility Construction	0.48
09/26/2019	PRESTON PIPELINES INC	00454748	1904303	CHANGE ORDER #1 ADD FUNDS PER	Sewer Utility Construction	1,115,276.80
				Total for Payment No.:		1,115,277.28

Payment No: 636878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	REP NUT & BOLT GUY	00454727	30707	SCREW, CAP, HEX HD, 316 STN ST	Electric Utility	237.62
09/26/2019	REP NUT & BOLT GUY	00454727	30707	NUT, HEX, 316 OR F593 E, F, OR	Electric Utility	130.80
				Total for Payment No.:		368.42

Payment No: 636879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	ROSENDIN ELECTRIC INC	00454539	184674	DVR FIXTURE REPLACEMENT	Electric Utility	5,983.00
09/26/2019	ROSENDIN ELECTRIC INC	00454540	185573	DVR CABLE REPLACEMENT	Electric Utility	10,874.00
				Total for Payment No.:		16,857.00

Payment No: 636880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	SANTA CLARA ROTARY FOUNDATION	00454648	1	Administration, management and	Public Donations - Expendable	25,118.52
				Total for Payment No.:		25,118.52

Payment No: 636881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	SANTA CLARA WEEKLY	00454656	1243590	PUBLICATION ORDINANCE 2003	General Fund	600.00
09/26/2019	SANTA CLARA WEEKLY	00454658	1243591	PUBLICATION ORDINANCE 2004	General Fund	624.00
				Total for Payment No.:		1,224.00

Payment No: 636882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	SUPERCO SPECIALTY PRODUCTS	00454521	PSI299022	SUPPLIES - GREASE BLOCK ENZYME	Sewer Utility	2,809.32
				Total for Payment No.:		2,809.32

Payment No: 636883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	THOMSON REUTERS WEST	00454660	840798609	LEGAL REFERENCES	General Fund	479.60
09/26/2019	THOMSON REUTERS WEST	00454661	840853661	ONLINE LEGAL DATABASE AUG	General Fund	1,316.00
				Total for Payment No.:		1,795.60

Payment No: 636884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	UNIFIRST CORPORATION	00454297	385 0351387	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
09/26/2019	UNIFIRST CORPORATION	00454297	385 0351387	DELIVERY FEE SVP	Electric Utility	11.50
09/26/2019	UNIFIRST CORPORATION	00454298	385 0351390	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	123.42
				Total for Payment No.:		189.70

Payment No: 636885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	UNIQUE TOWING	00454664	00017047	SCPD #127997 CASE #19-825014	General Fund	215.00
				Total for Payment No.:		215.00

Payment No: 636886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	UNITED PARCEL SERVICE	00454773	00009882E5379A	DELIVERY CHRGS	General Fund	29.00
09/26/2019	UNITED PARCEL SERVICE	00454773	00009882E5379A	DELIVERY CHRGS	General Fund	14.82
				Total for Payment No.:		43.82

Payment No: 636887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/26/2019	WASHINGTON TRUST BANK	00454411	190901-266092	AUGUST 2019 VEBA CUSTODY FEE	General Fund	1,029.56
				Total for Payment No.:		1,029.56
				Overall Total		1,860,994.86

City of Santa Clara
List of All Bills and Claims Approved for Payment

Run Date 9/26/2019
Run Time 11:44:22 AM

Sorted by Payment Number

Payment No: 013733

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/30/2019	WORKTERRA	00455014	09/08/19-09/21/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	0.00
09/30/2019	WORKTERRA	00455014	09/08/19-09/21/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	0.00
09/30/2019	WORKTERRA	00455014	09/08/19-09/21/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	0.00
09/30/2019	WORKTERRA	00455014	09/08/19-09/21/19	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	14,331.10
				Total for Payment No.:		14,331.10
				Overall Total		14,331.10

Sorted by Payment Number

Payment No: 636888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	ERICA JUE	00455019	30309AUG2019	PANC STORAGE WEEK	Electric Utility	928.08
				Total for Payment No.:		928.08

Payment No: 636889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	CA FRANCHISE TAX BOARD	00455028	09/08/19-09/21/19CB	WAGE ATTACHMENT B1920	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 636890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	CA FRANCHISE TAX BOARD	00455033	09/08/19-09/21/19JO	WAGE ATTACHMENT B1920	Payroll Liability&ClearingAcct	180.00
				Total for Payment No.:		180.00

Payment No: 636891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	CA FRANCHISE TAX BOARD	00455035	09/08/19-09/21/19WW	WAGE ATTACHMENT B1920	Payroll Liability&ClearingAcct	200.00
				Total for Payment No.:		200.00

Payment No: 636892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	CA FRANCHISE TAX BOARD	00455036	09/08/19-09/21/19KW	WAGE ATTACHMENT B1920	Payroll	237.58

					Liability&ClearingAcct	
				Total for Payment No.:		237.58

Payment No: 636893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	CA FRANCHISE TAX BOARD	00455037	09/08/19-09/21/19MW	WAGE ATTACHMENT B1920	Payroll Liability&ClearingAcct	218.74
				Total for Payment No.:		218.74

Payment No: 636894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	CAL PERS LONG TERM CARE PROGRAM	00455039	13024991	BIWEEKLY PR CALPERS LT B1920	Payroll Liability&ClearingAcct	378.74
				Total for Payment No.:		378.74

Payment No: 636895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	U.S. BANK	00455041	09/08/19-09/21/19	BIWKLY PAYROLL DED PARS	Fringe Benefits	17,282.36
				Total for Payment No.:		17,282.36

Payment No: 636896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	US TREASURY	00455029	09/08/19-09/21/19ND	WAGE ATTACHMENT B1920	Payroll Liability&ClearingAcct	1,055.50
				Total for Payment No.:		1,055.50

Payment No: 636897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	US TREASURY	00455031	09/08/19-09/21/19JO	WAGE ATTACHMENT B1920	Payroll Liability&ClearingAcct	50.00

				Total for Payment No.:		50.00

Payment No: 636898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
09/27/2019	STAFFAN NILLSON	00454209	R220-PP-001	POOL PUMP REBATE;ACCT 52153-01	Elec OperatingGrant Trust Fund	100.00
				Total for Payment No.:		100.00
				Overall Total		20,781.00

Sorted by Payment Number

Payment No: 013734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ACT ENVIRO	00454844	247878	ANALYTICALS	Electric Utility	1,500.00
10/03/2019	ACT ENVIRO	00454844	247878	ENERGY RECOVERY FEE	Electric Utility	284.28
10/03/2019	ACT ENVIRO	00454844	247878	8 HRS LABOR CHEMIST 8/27/19	Electric Utility	536.00
10/03/2019	ACT ENVIRO	00454844	247878	SUPPLIES	Electric Utility	150.00
10/03/2019	ACT ENVIRO	00454844	247878	HAND PUMP - LARGE 8/27/19	Electric Utility	50.00
10/03/2019	ACT ENVIRO	00454844	247878	PPE GEAR LEVEL D 8/27/19	Electric Utility	8.00
10/03/2019	ACT ENVIRO	00454844	247878	GEAR TRUCK (BOB TAIL) 8/27/19	Electric Utility	125.00
10/03/2019	ACT ENVIRO	00454845	247459	ANALYTICALS 8/21/19	Electric Utility	1,000.00
10/03/2019	ACT ENVIRO	00454845	247459	ENERGY RECOVERY FEE	Electric Utility	128.08
10/03/2019	ACT ENVIRO	00454845	247459	4HRS LABOR CHEMIST 8/21/19	Electric Utility	268.00
10/03/2019	ACT ENVIRO	00454845	247459	SUPPLIES	Electric Utility	150.00
10/03/2019	ACT ENVIRO	00454845	247459	HAND PUMP LARGE 8/21/19	Electric Utility	50.00
10/03/2019	ACT ENVIRO	00454845	247459	PPE GEAR LEVEL D 8/72119	Electric Utility	8.00
10/03/2019	ACT ENVIRO	00454845	247459	GEAR TRUCK (BOB TAIL) 78/21/19	Electric Utility	125.00
10/03/2019	ACT ENVIRO	00454846	249597	ENERGY RECOVERY FEE	Electric Utility	69.52
10/03/2019	ACT ENVIRO	00454846	249597	8 HRS LABOR CHEMIST 9/4/19	Electric Utility	536.00
10/03/2019	ACT ENVIRO	00454846	249597	SUPPLIES	Electric Utility	150.00
10/03/2019	ACT ENVIRO	00454846	249597	HAND PUMP - LARGE 9/419	Electric Utility	50.00
10/03/2019	ACT ENVIRO	00454846	249597	PPE GEAR LEVEL D 9/4/19	Electric Utility	8.00
10/03/2019	ACT ENVIRO	00454846	249597	GEAR TRUCK (BOB TAIL) 9/4/19	Electric Utility	125.00
				Total for Payment No.:		5,320.88

Payment No: 013735

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ALMADEN PRESS INC	00454750	141500	Correction Notices - 1,000 Qty	General Fund	386.95
				Total for Payment No.:		386.95

Payment No: 013736

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	AMAZON.COM	00454547	90SEP2019	1241 AD BK	General Fund	130.44
10/03/2019	AMAZON.COM	00454547	90SEP2019	1231 Juv DVD	General Fund	220.80
10/03/2019	AMAZON.COM	00454547	90SEP2019	1235 Juv DVD	General Fund	526.88
10/03/2019	AMAZON.COM	00454547	90SEP2019	1241 AD ABK	General Fund	23.63
10/03/2019	AMAZON.COM	00454547	90SEP2019	BM Juv VG	General Fund	311.55
10/03/2019	AMAZON.COM	00454547	90SEP2019	SUPPLIES	General Fund	569.26
				Total for Payment No.:		1,782.56

Payment No: 013737

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ASPEN ENVIRONMENTAL GROUP	00454522	3360.001-16	ENVIRONMENTAL SERVICES AUG19	Electric Utility Construction	1,110.42
				Total for Payment No.:		1,110.42

Payment No: 013738

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	AVALON TRANSPORTATION LLC	00454685	10960	SF GIANTS TRIP 9/15	General Fund	1,100.00
				Total for Payment No.:		1,100.00

Payment No: 013739

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	BAKER & TAYLOR BOOKS	00454680	4012603798	1233 AD BK	General Fund	81.15
				Total for Payment No.:		81.15

Payment No: 013740

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	BATES GROUP LLC	00455160	26716	CALCULATION AND REVIEW OF FAIR	General Fund	41,964.50
				Total for Payment No.:		41,964.50

Payment No: 013741

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	BROWNING FERRIS INDUSTRIES	00454487	M190600	LANDFILL JUNE 2019	Water Utility	27,860.09
10/03/2019	BROWNING FERRIS INDUSTRIES	00454487	M190600	LANDFILL JUNE 2019	Solid Waste Program	33,592.05
10/03/2019	BROWNING FERRIS INDUSTRIES	00454487	M190600	LANDFILL JUNE 2019	Solid Waste Program	221,958.47
				Total for Payment No.:		283,410.61

Payment No: 013742

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	BUCKLES-SMITH	00454757	3164756-00	COMBO PACK BOOKS 1-15, 16-90	Electric Utility	57.85
10/03/2019	BUCKLES-SMITH	00454757	3164756-00	LEGEND: 0-9 BOOKS 0 THRU 9	Electric Utility	28.93
				Total for Payment No.:		86.78

Payment No: 013743

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CA DEPT OF JUSTICE	00454364	400417	FINGERPRINT APPS	General Fund	672.00
10/03/2019	CA DEPT OF JUSTICE	00454364	400417	CHILD ABUSE INDEX CK	General Fund	75.00
10/03/2019	CA DEPT OF JUSTICE	00454364	400417	PEACE OFFICER-BILLED	General Fund	95.00
10/03/2019	CA DEPT OF JUSTICE	00454364	400417	FED LVL VOLTEER-BILLED	General Fund	105.00
				Total for Payment No.:		947.00

Payment No: 013744

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CALIF HAZARDOUS SERVICES INC	00455172	64717	10,000-12,000 GALLON UST'S FUE	Fleet Operation Fund	3,150.00

10/03/2019	CALIF HAZARDOUS SERVICES INC	00455172	64717	2,000 GALLON UST'S FUEL FILTER	Fleet Operation Fund	1,700.00
				Total for Payment No.:		4,850.00

Payment No: 013745

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CINTAS CORP #630	00454488	630715265	STREET UNIFORMS	General Fund	342.79
10/03/2019	CINTAS CORP #630	00454488	630715265	FLEET UNIFORMS	Fleet Operation Fund	206.40
10/03/2019	CINTAS CORP #630	00454488	630715265	STREET UNIFORMS	General Fund	19.05
10/03/2019	CINTAS CORP #630	00454488	630715265	FLEET UNIFORMS	Fleet Operation Fund	11.47
				Total for Payment No.:		579.71

Payment No: 013746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	COAST COUNTIES TRUCK	00454520	0185659P	PARTS V# 3119	Fleet Operation Fund	20.48
				Total for Payment No.:		20.48

Payment No: 013747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	COMMERCIAL TREE CARE	00454489	37269	TREE MAINTENANCE	General Fund	285.00
				Total for Payment No.:		285.00

Payment No: 013748

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	COUNTY OF SANTA CLARA	00454568	1800069469	EOD Svc 81019 NFL game	General Fund	3,997.42
10/03/2019	COUNTY OF SANTA CLARA	00454568	1800069469	EOD Svc 81819 Concert	General Fund	9,141.38
10/03/2019	COUNTY OF SANTA CLARA	00454569	1800069468	EOD Svc 072019 soccer	General Fund	3,101.12
10/03/2019	COUNTY OF SANTA CLARA	00454570	1800069495	Transport Deputies NFL game	General Fund	4,095.11
				Total for Payment No.:		20,335.03

Payment No: 013749

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	DALEO INC	00455166	10715-05	LAFAYETTE STREET SIGNAL TIMING	Streets And Highways	65,620.49
10/03/2019	DALEO INC	00455166	10715-05	RETENTION	Streets And Highways	-3,281.02
				Total for Payment No.:		62,339.47

Payment No: 013750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	DIESEL DIRECT WEST	00454548	83273435	DIESEL-FIRE- TANK #66	Fleet Operation Fund	2,288.22
10/03/2019	DIESEL DIRECT WEST	00454549	83273436	DIESEL- FIRE -TANK #67	Fleet Operation Fund	1,949.54
10/03/2019	DIESEL DIRECT WEST	00454550	83274977	DIESEL- FIRE- TANK #68	Fleet Operation Fund	2,112.68
10/03/2019	DIESEL DIRECT WEST	00454551	83274978	DIESEL- FIRE TANK #69	Fleet Operation Fund	1,737.04
				Total for Payment No.:		8,087.48

Payment No: 013751

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ELECTRICAL CONSULTANTS INC	00454526	83315	TRANSMISSION ENG. SRVCS JUL19	Electric Utility Construction	1,003.00
10/03/2019	ELECTRICAL CONSULTANTS INC	00454776	83802	TRANSMISSION ENG. SRVCS AUG19	Electric Utility Construction	1,176.00
				Total for Payment No.:		2,179.00

Payment No: 013752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ENVIRONMENTAL TECHNICAL SERVICES, INC.	00454839	SVP-1901-B	ASBESTOS PERIMETER DELIVERY SA	Electric Utility	1,500.00
10/03/2019	ENVIRONMENTAL TECHNICAL SERVICES, INC.	00454839	SVP-1901-B	PREPARE ASBESTOS REPORT	Electric Utility	1,000.00
10/03/2019	ENVIRONMENTAL TECHNICAL SERVICES, INC.	00454839	SVP-1901-B	ASBESTOS PCM AIR SAMPLE3/22/19	Electric Utility	175.00

10/03/2019	ENVIRONMENTAL TECHNICAL SERVICES, INC.	00454839	SVP-1901-B	ASBESTOS TEMHERA SAMPLE3/22/19	Electric Utility	300.00
10/03/2019	ENVIRONMENTAL TECHNICAL SERVICES, INC.	00454839	SVP-1901-B	ASBESTOS TEM7402 SAMPLE3/22/19	Electric Utility	600.00
				Total for Payment No.:		3,575.00

Payment No: 013753

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	GRAINGER	00454578	9278564142	TOOL BACKPACK, 39 POCKETS	Electric Utility	134.84
				Total for Payment No.:		134.84

Payment No: 013754

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	GRAINGER-SAN JOSE	00454892	9050259317	CLEANING TISSUES	Water Utility	63.31
10/03/2019	GRAINGER-SAN JOSE	00454898	9108328957	NONCONDUCTIVE GREASE	Water Utility	86.92
10/03/2019	GRAINGER-SAN JOSE	00454899	9123216849	CLEANING TISSUES	Electric Utility	63.31
10/03/2019	GRAINGER-SAN JOSE	00454901	9197250450	HIGH VIS VEST	Electric Utility	48.02
10/03/2019	GRAINGER-SAN JOSE	00454904	9216224064	TIE DOWN STRAPS	Water Utility	104.49
10/03/2019	GRAINGER-SAN JOSE	00454905	9216224072	HEAVY DUTY WATER HOSE	Water Utility	156.64
10/03/2019	GRAINGER-SAN JOSE	00454907	9216737669	IMPACT REVERSAL JOINT	Water Utility	135.20
10/03/2019	GRAINGER-SAN JOSE	00454908	9223395949	HEX LAG SCREW	Electric Utility	87.99
10/03/2019	GRAINGER-SAN JOSE	00454909	9238049325	SEALANT TAPE	Water Utility	43.43
10/03/2019	GRAINGER-SAN JOSE	00454910	9265875659	CLEANING TISSUES	Water Utility	26.38
10/03/2019	GRAINGER-SAN JOSE	00454910	9265875659	CLEANING TISSUES	Electric Utility	26.38
10/03/2019	GRAINGER-SAN JOSE	00455202	9134202689	TAPE RULE, 3/4IN WIDE X 25FT L	Electric Utility	310.58
10/03/2019	GRAINGER-SAN JOSE	00455202	9134202689	PLIERS, CHANNEL LOCK #420G. G	Electric Utility	313.54
10/03/2019	GRAINGER-SAN JOSE	00455203	9135413988	LAMP, ST LT, HPS, 70W, 55V, 5,	Electric Utility	540.21
10/03/2019	GRAINGER-SAN JOSE	00455204	9194388394	WRENCH, 8IN ADJUSTABLE KLEIN #	Electric Utility	349.24
10/03/2019	GRAINGER-SAN JOSE	00455204	9194388394	WRENCH, 12IN ADJUSTABLE KLEIN	Electric Utility	356.30
10/03/2019	GRAINGER-SAN JOSE	00455204	9194388394	PLIERS, 8IN DIAGONAL CUTTING K	Electric Utility	805.99

10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	35.65
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	71.31
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	BOOTS, PVC KNEE STYLE, WITH ST	Electric Utility	71.31
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	BIT, TWIST, DRILL, STRAIGHT SH	Water Utility	15.78
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	18.64
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	11.58
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	40.35
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	HAMMER, 20 OZ. CUSHION GRIP WI	Electric Utility	95.20
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	KNIFE KLEIN #1570-3	Electric Utility	89.21
				GRAINGER		
10/03/2019	GRAINGER-SAN JOSE	00455205	9246980248	WOOD RULE, 6FT FOLDING, INSIDE	Electric Utility	168.01
				Total for Payment No.:		4,134.97

Payment No: 013755

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	GRANITE CONSTRUCTION CO	00454493	1651420	ASPHALT	General Fund	2,125.46
10/03/2019	GRANITE CONSTRUCTION CO	00454494	1651454	ASPHALT	General Fund	3,006.74
10/03/2019	GRANITE CONSTRUCTION CO	00454495	1652886	ASPHALT	General Fund	606.89
10/03/2019	GRANITE CONSTRUCTION CO	00454496	1659129	ASPHALT	General Fund	1,267.41
10/03/2019	GRANITE CONSTRUCTION CO	00454497	1659150	ASPHALT	General Fund	2,621.52
10/03/2019	GRANITE CONSTRUCTION CO	00454498	1659753	ASPHALT	General Fund	1,742.91
10/03/2019	GRANITE CONSTRUCTION CO	00454499	1659777	ASPHALT	General Fund	1,153.00
				Total for Payment No.:		12,523.93

Payment No: 013756

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	GREEN HALO SYSTEMS	00454500	2231	HOSTING MAINTENANCE- SEPT 2019	Solid Waste Program	459.72
				Total for Payment No.:		459.72

Payment No: 013757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	GURUS EDUCATIONAL SERVICES	00455124	16049-16052	CONTRACOTR PAYMENT FOR SPRING/	General Fund	94.60
10/03/2019	GURUS EDUCATIONAL SERVICES	00455124	16049-16052	CHANGE ORDER #1 TO ENCUMBER AD	General Fund	1,650.00
				Total for Payment No.:		1,744.60

Payment No: 013758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	HI-TECH EMERGENCY VEHICLE SERVICE INC	00454563	165217	PARTS- STOCK	Fleet Operation Fund	301.39
				Total for Payment No.:		301.39

Payment No: 013759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	INGRAM LIBRARY SERVICES INC	00454681	41940380	1235 AD/YA/Juv BK	General Fund	757.83
				Total for Payment No.:		757.83

Payment No: 013760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	INTERSTATE TRAFFIC CONTROL	00454501	233756	TRAFFIC SUPPLIES	General Fund	72.11
10/03/2019	INTERSTATE TRAFFIC CONTROL	00454502	233757	TRAFFIC SUPPLIES	General Fund	4,260.75
10/03/2019	INTERSTATE TRAFFIC CONTROL	00454503	233758	TRAFFIC SUPPLIES	General Fund	495.56
				Total for Payment No.:		4,828.42

Payment No: 013761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	JOHANNA JEAN MARCHEL	00454589	177	JANITORIAL 881 MARTIN OCT19	Electric Utility	1,992.80
10/03/2019	JOHANNA JEAN MARCHEL	00454589	177	JANITORIAL 881 MARTIN OCT19	Elec OperatingGrant Trust Fund	127.20
				Total for Payment No.:		2,120.00

Payment No: 013762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	JOSH R. RUBIETTA	00455126	17326-17557	CHANGE ORDER #2 - ADDITIONAL $	General Fund	4,914.49
				Total for Payment No.:		4,914.49

Payment No: 013763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	LEHR AUTO ELECTRIC	00454597	SI33683	STOCK PARTS	Fleet Operation Fund	1,648.44
10/03/2019	LEHR AUTO ELECTRIC	00454597	SI33683	SHIPPING	Fleet Operation Fund	25.63
10/03/2019	LEHR AUTO ELECTRIC	00454599	SI33951	PARTS FOR V3475	Vehicle Replacement Fund	40.20
10/03/2019	LEHR AUTO ELECTRIC	00454600	SI34018	STOCK PARTS	Fleet Operation Fund	2,105.38
10/03/2019	LEHR AUTO ELECTRIC	00454601	SI34439	STOCK PARTS	Fleet Operation Fund	858.46
10/03/2019	LEHR AUTO ELECTRIC	00454603	SI34706	STOCK PARTS	Fleet Operation Fund	48.40
10/03/2019	LEHR AUTO ELECTRIC	00454604	SI34708	PARTS FOR V3334	Fleet Operation Fund	629.83
				Total for Payment No.:		5,356.34

Payment No: 013764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MGT OF AMERICA INC	00455161	36227	Annual Fee: Provide State Man	General Fund	2,950.00
				Total for Payment No.:		2,950.00

Payment No: 013765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MIDWEST TAPE LLC	00454555	97889727	BM AD DVD	General Fund	28.33
10/03/2019	MIDWEST TAPE LLC	00454555	97889727	1241 AD MCD	General Fund	16.61
10/03/2019	MIDWEST TAPE LLC	00454555	97889727	1241 AD DVD'S	General Fund	198.91
10/03/2019	MIDWEST TAPE LLC	00454555	97889727	1231 Juv DVD'S	General Fund	956.27
10/03/2019	MIDWEST TAPE LLC	00454555	97889727	1233 AD DVD	General Fund	28.33

10/03/2019	MIDWEST TAPE LLC	00454555	97889727	1235 AD DVD'S	General Fund	125.30
10/03/2019	MIDWEST TAPE LLC	00454557	97889877	1241 AD ABKS	General Fund	272.40
10/03/2019	MIDWEST TAPE LLC	00454558	97911211	1241 AD DVD'S	General Fund	74.36
10/03/2019	MIDWEST TAPE LLC	00454558	97911211	1231 Juv DVD'S	General Fund	177.54
				Total for Payment No.:		1,878.05

Payment No: 013766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MILTON SECURITY GROUP LLC	00454689	Q31219	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,650.00
10/03/2019	MILTON SECURITY GROUP LLC	00454840	Q31218	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,280.00
10/03/2019	MILTON SECURITY GROUP LLC	00454840	Q31218	ONSITE TRAVEL TIM 9/10-9/11/19	Electric Utility	464.00
10/03/2019	MILTON SECURITY GROUP LLC	00454840	Q31218	FLIGHT/HOTEL EXP 9/10-9/11/19	Electric Utility	676.60
10/03/2019	MILTON SECURITY GROUP LLC	00454841	Q31217	COULTER, ETHAN 9/7/19-9/20/19	Electric Utility	9,280.00
				Total for Payment No.:		27,350.60

Payment No: 013767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MISSION TRAIL WASTE SYSTEMS	00454505	M570	FOOD SCRAPS- JULY 2019	Solid Waste Program	80,361.69
				Total for Payment No.:		80,361.69

Payment No: 013768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MT TIRE SERVICE	00454605	12102	LABOR	Fleet Operation Fund	120.00
10/03/2019	MT TIRE SERVICE	00454606	12085	LABOR FOR V3364	Fleet Operation Fund	35.00
10/03/2019	MT TIRE SERVICE	00454607	12081	LABOR FOR V2951	Fleet Operation Fund	60.00
10/03/2019	MT TIRE SERVICE	00454608	12117	LABOR FOR V2919	Fleet Operation Fund	25.00
10/03/2019	MT TIRE SERVICE	00454609	12118	LABOR V3036	Fleet Operation Fund	25.00
10/03/2019	MT TIRE SERVICE	00454610	12119	LABOR FOR V3224	Fleet Operation Fund	30.00

10/03/2019	MT TIRE SERVICE	00454611	12104	LABOR FOR V2342	Fleet Operation Fund	25.00
10/03/2019	MT TIRE SERVICE	00454612	12105	LABOR FOR V2833	Fleet Operation Fund	60.00
				Total for Payment No.:		380.00

Payment No: 013769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MYERS POWER PRODUCTS	00455136	W-86260	SWITCHGEAR POWER CONTROL ENCLO	Electric Utility Construction	214,427.86
				Total for Payment No.:		214,427.86

Payment No: 013770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	NALCO CO	00454513	68403715	PERMACLEAN PAIL 18-24 9/12/19	Electric Utility	758.37
10/03/2019	NALCO CO	00454513	68403715	TRANSPORTATION/ENERGY FEE	Electric Utility	3.76
10/03/2019	NALCO CO	00454515	68408273	SOLN S0274 H-1 TITRANT HIG	Electric Utility	106.83
10/03/2019	NALCO CO	00454515	68408273	SOLN S0280 H-7 CALCIUM HAR	Electric Utility	42.51
10/03/2019	NALCO CO	00454515	68408273	SOLN S0279 H-6 CALCIUM HAR	Electric Utility	42.51
10/03/2019	NALCO CO	00454515	68408273	FREIGHT	Electric Utility	28.61
10/03/2019	NALCO CO	00454515	68408273	TRANSPORTATION/ENERGY FEE	Electric Utility	0.26
10/03/2019	NALCO CO	00454516	68413292	PERMATREAT PC-191T 9/16/19	Electric Utility	1,394.33
10/03/2019	NALCO CO	00454516	68413292	TRANSPORTATION/ENERGY FEE	Electric Utility	20.40
				Total for Payment No.:		2,397.58

Payment No: 013771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	OC JONES & SONS INC	00455191	70421	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	1,516,446.77
10/03/2019	OC JONES & SONS INC	00455191	70421	10% CONTINGENCY.	Parks And Recreation	51,068.18
10/03/2019	OC JONES & SONS INC	00455193	8182SEP2019	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	1,536,245.00
10/03/2019	OC JONES & SONS INC	00455193	8182SEP2019	10% CONTINGENCY.	Parks And Recreation	34,200.00

				Total for Payment No.:		3,137,959.95

Payment No: 013772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ONESOURCE DISTRIBUTORS LLC	00454980	S6232986.001	MULTI ANGLE LANDING PLATE PG&E	Electric Utility	1,667.13
10/03/2019	ONESOURCE DISTRIBUTORS LLC	00455170	S6169028.002	FITTING, SIDEWALK GUY, FOR ATT	Electric Utility	348.56
				Total for Payment No.:		2,015.69

Payment No: 013773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ORACLE AMERICA INC	00455162	44333928	PEOPLESOFT TECHNICAL SUPPORT;	General Fund	52,071.37
10/03/2019	ORACLE AMERICA INC	00455163	44333930	PEOPLESOFT TECHNICAL SUPPORT;	General Fund	2,820.54
				Total for Payment No.:		54,891.91

Payment No: 013774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	OSMOSE UTILITY SERVICES INC	00454530	INV1147091	15-010-000-004 O-CALC MTCE LIC	Electric Utility	4,950.00
				Total for Payment No.:		4,950.00

Payment No: 013775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	OVERDRIVE INC	00454684	00910DA19175697	1241 AD EBK	General Fund	119.99
				Total for Payment No.:		119.99

Payment No: 013776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PARS/GASB 45	00455198	14589SEP2019	MONTHLY CONTRIB OCT 2019	OPEB Plan Trust Fund	295,500.00
				Total for Payment No.:		295,500.00

Payment No: 013777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PELICAN SIGN SERVICE INC	00454490	58717	Eversley Forte P&R name badge	General Fund	25.30
				Total for Payment No.:		25.30

Payment No: 013778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PG&E	00454678	8978316890-2 SEP19	700 LOS ESTEROS SJTP SEPT 2019	Sewer Utility	29.64
				Total for Payment No.:		29.64

Payment No: 013779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PITNEY BOWES	00455121	1014023649	CK PRINTER/SEALER SVC YR19-20	General Fund	1,818.58
				Total for Payment No.:		1,818.58

Payment No: 013780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PLAN REVIEW CONSULTANTS INC	00455196	PRC2019-13	AMENDMENT NO 2. APPROVED 5/14/	General Fund	12,000.00
				Total for Payment No.:		12,000.00

Payment No: 013781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	POWER PROS	00454525	2019128	COMMISSION TEST SVCS SUBSTAT	Electric Utility Construction	14,836.50
10/03/2019	POWER PROS	00454525	2019128	COMMISSION TEST SVCS SUBSTAT	Electric Utility Construction	1,512.00
10/03/2019	POWER PROS	00454525	2019128	COMMISSION TEST SVCS SUBSTAT	Electric Utility Construction	1,512.00
10/03/2019	POWER PROS	00454525	2019128	COMMISSION TEST SVCS SUBSTAT	Electric Utility Construction	1,323.00
				Total for Payment No.:		19,183.50

Payment No: 013782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	REDWOOD CONSTRUCTN & EQUIP INC	00455167	21948SEP2019	BOWERS AND MACHADO PARKS PLAYG	Parks And Recreation	157,325.50
10/03/2019	REDWOOD CONSTRUCTN & EQUIP INC	00455167	21948SEP2019	RETENTION	Parks And Recreation	-7,866.27
				Total for Payment No.:		149,459.23

Payment No: 013783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SC FUELS	00454625	4063056	UNLEADED TANK 71	Fleet Operation Fund	17,904.20
10/03/2019	SC FUELS	00454626	4065315	UNLEADED TANK 52	Fleet Operation Fund	21,729.82
				Total for Payment No.:		39,634.02

Payment No: 013784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SCOTT'S PPE RECON INC	00454647	35391	TAXABLE TURNOUT REPAIR 8/2019	Fire Department	43.60
10/03/2019	SCOTT'S PPE RECON INC	00454647	35391	NONTAX TURN OUT REPAIR 8/2019	Fire Department	1,822.50
				Total for Payment No.:		1,866.10

Payment No: 013785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TONY JANOVICH	00455125	17113-17122	CHANGE ORDER #1 - ADDITIONAL F	General Fund	1,710.45
				Total for Payment No.:		1,710.45

Payment No: 013786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	UNIQUE MGMT SERVICES INC	00454464	557765	COLLECTIONS	General Fund	501.20
				Total for Payment No.:		501.20

Payment No: 013787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	VALBRIDGE PROPERTY ADVISORS	00454528	19356	PROP APPRAISAL 840 COMSTOCK	Electric Utility	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 013788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	VANTAGE DATA CENTERS	00454882	1223	CHARGE FOR MMR1 V2@737 MATHEW	Electric Utility	100.00
10/03/2019	VANTAGE DATA CENTERS	00454883	1209	CARRIER ACCESS OCT2019	Electric Utility	400.00
				Total for Payment No.:		500.00

Payment No: 013789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00454637	J02289	PARTS FOR V3282	Fleet Operation Fund	283.40
10/03/2019	WESTERN PACIFIC CRANE & EQUIPMENT LLC	00454637	J02289	LABOR FOR V3282	Fleet Operation Fund	825.00
				Total for Payment No.:		1,108.40

Payment No: 013790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	WESTERN STATES OIL CO	00454638	431847	RD MOTORCYCLES TANK91	Fleet Operation Fund	304.52
				Total for Payment No.:		304.52

Overall Total 4,534,042.81

Sorted by Payment Number

Payment No: 636899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	AARON DRUMRIGHT	00455189	5882AUG2019	WILDLAND DEPLOYMENT	General Fund	74.00
				Total for Payment No.:		74.00

Payment No: 636900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ALITA REINECKER	00455139	28254SEP2019	TRAINING	General Fund	625.11
				Total for Payment No.:		625.11

Payment No: 636901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ALLAN AGATEP	00455181	28711SEP2019	GRIZZLY FERC INSPECTION	Electric Utility	275.72
				Total for Payment No.:		275.72

Payment No: 636902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CACEO	00451951	32477JUL2019	PYMNT-APPLICATION CERTIFIED	General Fund	200.00
				Total for Payment No.:		200.00

Payment No: 636903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CACEO	00451952	32477JUL2019A	PYMNT-APPLICATION CERTIFIED	General Fund	200.00
				Total for Payment No.:		200.00

Payment No: 636904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CREST POINT GLOBAL INC	00455050	R20-SLR-0023	LTG REB; ACCT# 63051-4;STROUSS	Elec OperatingGrant Trust Fund	6,459.89
10/03/2019	CREST POINT GLOBAL INC	00455051	R20-SLR-0054	LTG REB; ACT 18206-6;HANDCRAFT	Elec OperatingGrant Trust Fund	2,232.11
10/03/2019	CREST POINT GLOBAL INC	00455053	R20-SLR-0056	LTG REB; ACT# 16629-6 CR MACHI	Elec OperatingGrant Trust Fund	1,552.46
10/03/2019	CREST POINT GLOBAL INC	00455057	R20-SLR-0022	LTG REB: ACT# 62031-3; JP GRAP	Elec OperatingGrant Trust Fund	16,800.00
				Total for Payment No.:		27,044.46

Payment No: 636905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	DOUGLAS GERBRANDT	00455183	27824AUG2019A	CHASING MONEY COURSE	General Fund	19.00
				Total for Payment No.:		19.00

Payment No: 636906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	EDGECORE INTERNET REAL ESTATE	00454985	32794SEP2019	REFUND PLN2019-13742	General Fund	12,768.00
10/03/2019	EDGECORE INTERNET REAL ESTATE	00454985	32794SEP2019	REFUND PLN2019-13742	General Fund	255.36
10/03/2019	EDGECORE INTERNET REAL ESTATE	00454985	32794SEP2019	REFUND PLN2019-13742	General Fund	1,915.20
				Total for Payment No.:		14,938.56

Payment No: 636907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	JENSEN BARNA	00455190	32381SEP2019	GFOA TRAINING	General Fund	446.83
				Total for Payment No.:		446.83

Payment No: 636908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

10/03/2019	KENIA SOTO	00455142	17288AUG2019	ROBBERY INVEST COURSE	General Fund	66.00
				Total for Payment No.:		66.00

Payment No: 636909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	KUAN-YU LU	00454984	32825SEP2019	REFUND PLN2019-14056	General Fund	797.00
10/03/2019	KUAN-YU LU	00454984	32825SEP2019	REFUND PLN2019-14056	General Fund	26.86
				Total for Payment No.:		823.86

Payment No: 636910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	LOI FILO	00455185	10015AUG2019	BACKGROUNG INVESTIGATION	General Fund	541.77
				Total for Payment No.:		541.77

Payment No: 636911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MARK BARRY	00455182	13801AUG2019	EXTRADITION	General Fund	195.85
				Total for Payment No.:		195.85

Payment No: 636912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MAXIMILLIAM NIELEPKO	00455140	30392AUG2019	FTO UPDATE COURSE	General Fund	374.32
				Total for Payment No.:		374.32

Payment No: 636913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MITCHELL COOK	00455179	29971SEP2019	TRENCH RESCUE TECH TRAINING	General Fund	695.00
				Total for Payment No.:		695.00

Payment No: 636914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	NATHALIE ZAVALA	00455141	30489AUG2019	USE OF FORCE COURSE	General Fund	253.88
				Total for Payment No.:		253.88

Payment No: 636915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	NIRMALA KOVVALI	00455197	19407SEP2019	PARTIAL REFUND PLN2019-14063	General Fund	1,135.00
10/03/2019	NIRMALA KOVVALI	00455197	19407SEP2019	PARTIAL REFUND PLN2019-14063	General Fund	38.25
10/03/2019	NIRMALA KOVVALI	00455197	19407SEP2019	PARTIAL REFUND PLN2019-14063	General Fund	170.50
				Total for Payment No.:		1,343.75

Payment No: 636916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	QUESTICA, INC.	00455173	INV2189	OPENBOOK SUBSCRIPTION FOR PERI	General Fund	3,125.00
10/03/2019	QUESTICA, INC.	00455174	INV2188	ANNUAL PRODUCT MAINTENANCE, SE	General Fund	45,423.00
				Total for Payment No.:		48,548.00

Payment No: 636917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ROBIN S SHADDLE	00455137	2559SEP2019	REIMB A&W COFFEE CART	General Fund	275.64
				Total for Payment No.:		275.64

Payment No: 636918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA FIREFIGHTERS	00455151	23655SEP2019	GRANT FOR 2019 FIREHOUSE RUN	General Fund	6,755.00
				Total for Payment No.:		6,755.00

Payment No: 636919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SILVA, DUSTIN	00455184	29038AUG2019	CHASING MONEY COURSE	General Fund	19.00
				Total for Payment No.:		19.00

Payment No: 636920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SOCIAL GOOD FUND	00455150	32154SEP2019	GRANT FOR CATALYZE SV EVENT	General Fund	1,020.00
				Total for Payment No.:		1,020.00

Payment No: 636921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	STATE CONTROLLERS OFFICE	00455186	6730JUL2019	CONFIRM CHARGE CSC REV 19-2	General Fund	150.00
				Total for Payment No.:		150.00

Payment No: 636922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SUDHANSHU JAIN	00447260	26499MAY2019	APA SF APRIL 13-16	General Fund	104.68
				Total for Payment No.:		104.68

Payment No: 636923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TARGET CORPORATION	00455042	R20-SLR-0044	LTG REB; ACCT 62510-3;TARGET	Elec OperatingGrant Trust Fund	926.72
				Total for Payment No.:		926.72

Payment No: 636924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	THE ANGELE M MARTINEZ REVOCABLE	00455177	32792SEP2019	REIMB TAX PORTION	Cemetery	17.10

	TRUST					
				Total for Payment No.:		17.10

Payment No: 636925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	THE MECHANICS BANK	00455194	1772SEP2019	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	79,812.98
10/03/2019	THE MECHANICS BANK	00455194	1772SEP2019	10% CONTINGENCY.	Parks And Recreation	2,687.80
				Total for Payment No.:		82,500.78

Payment No: 636926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	THE MECHANICS BANK	00455195	1772SEP2019A	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	80,855.00
10/03/2019	THE MECHANICS BANK	00455195	1772SEP2019A	10% CONTINGENCY.	Parks And Recreation	1,800.00
				Total for Payment No.:		82,655.00

Payment No: 636927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TIFFANY PAGTULINGAN	00455192	30776SEP2019	PEER UTILITY CONF- PUG	Electric Utility	1,308.54
				Total for Payment No.:		1,308.54

Payment No: 636928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	WAHID KAZEM	00455180	3699AUG2019	SIMP COURSE	General Fund	81.51
				Total for Payment No.:		81.51

Payment No: 636929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00431235	14552SEP2018	DUPLICATE PYMNT INV85751	General Fund	754.28

				Total for Payment No.:		754.28

Payment No: 636930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CITY OF FOSTER CITY	00454774	13267	TWO JOB POSTINGS	General Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 636931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	NATL TRUST FOR HISTORIC	00454981	R19A2D5POF	MEMBERSHIP #71544597	General Fund	250.00
				Total for Payment No.:		250.00

Payment No: 636932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA CO ENVIRONMENTAL	00454573	IN1177894	STATE HAZ MTRLS SRVC FEE	Electric Utility	1,046.50
10/03/2019	SANTA CLARA CO ENVIRONMENTAL	00454573	IN1177894	FEE WAIVED BY WASTE GEN PROG	Electric Utility	-500.00
				Total for Payment No.:		546.50

Payment No: 636933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	AAA FURNACE & AIR CONDITIONING	00454627	1341320	DISCONNECT CONDENSER-SOTELO	H.U.D Capital Projects	270.00
10/03/2019	AAA FURNACE & AIR CONDITIONING	00454627	1341320	SOTELO - 10562	H.U.D Capital Projects	270.00
10/03/2019	AAA FURNACE & AIR CONDITIONING	00454627	1341320	SOTELO - 10562	H.U.D Capital Projects	-270.00
				Total for Payment No.:		270.00

Payment No: 636934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

10/03/2019	ACCEL AIR SYSTEMS, INC.	00454878	4168	881 OPEN SEATING COLD 9/4/19	Electric Utility	540.00
10/03/2019	ACCEL AIR SYSTEMS, INC.	00454878	4168	MOBILE FLEET SERVICE CHARGE	Electric Utility	50.00
				Total for Payment No.:		590.00

Payment No: 636935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	AIRGAS NO CALIF & NV	00454534	9964756809	RENTAL CYLINDERS FOR DVR AUG19	Electric Utility	822.44
10/03/2019	AIRGAS NO CALIF & NV	00454534	9964756809	HAZMAT CHARGE	Electric Utility	10.25
				Total for Payment No.:		832.69

Payment No: 636936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ALL STAR GLASS	00454586	ISJ064725	Parts for V3340	Fleet Operation Fund	332.66
10/03/2019	ALL STAR GLASS	00454586	ISJ064725	LABOR	Fleet Operation Fund	181.50
				Total for Payment No.:		514.16

Payment No: 636937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ALLIED AUTO STORES	00454585	761934B	Parts for V2053	Fleet Operation Fund	466.06
				Total for Payment No.:		466.06

Payment No: 636938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ALSCO SAN JOSE	00454649	LSJO1161173	LINEN SERVICE - ST. 7	General Fund	303.03
10/03/2019	ALSCO SAN JOSE	00454651	LSJO1162210	LINEN SERVICE - ST. 10	General Fund	182.10
				Total for Payment No.:		485.13

Payment No: 636939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ALTEC INDUSTRIES INC	00454517	11247313	PARTS V# 3228	Fleet Operation Fund	27.83
10/03/2019	ALTEC INDUSTRIES INC	00454587	50437872	Parts for 3308	Electric Utility Construction	41,636.91
10/03/2019	ALTEC INDUSTRIES INC	00454587	50437872	FREIGHT	Electric Utility Construction	2,374.05
10/03/2019	ALTEC INDUSTRIES INC	00454587	50437872	LABOR	Electric Utility Construction	13,493.30
				Total for Payment No.:		57,532.09

Payment No: 636940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	AMERICAN BUILDING CONSTRUCTION	00454619	3808	FOUNDATION/RE-LEVEL 50%-SOTELO	H.U.D Capital Projects	39,850.00
10/03/2019	AMERICAN BUILDING CONSTRUCTION	00454619	3808	SOTELO - 10562	H.U.D Capital Projects	39,850.00
10/03/2019	AMERICAN BUILDING CONSTRUCTION	00454619	3808	SOTELO - 10562	H.U.D Capital Projects	-39,850.00
				Total for Payment No.:		39,850.00

Payment No: 636941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ANIMAL DAMAGE MANAGEMENT	00454465	2215C	PEST CONTROL- SEPT 2019	General Fund	895.00
				Total for Payment No.:		895.00

Payment No: 636942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ARAMARK UNIFORM SERVICES	00454621	760433483	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	400.90
				Total for Payment No.:		400.90

Payment No: 636943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

10/03/2019	AT&T CALNET	00454594	000013625960	POLICE - DOJ	Information Technology Service	301.34
				Total for Payment No.:		301.34

Payment No: 636944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	BAUER COMPRESSORS INC	00454654	0000257772	COMPRESSOR REPAIR NONTAX	General Fund	398.75
10/03/2019	BAUER COMPRESSORS INC	00454654	0000257772	COMPRESSOR REPAIR TAXABLE	General Fund	6.32
				Total for Payment No.:		405.07

Payment No: 636945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	BEST BUY FOR BUSINESS	00455157	3926752	Sanus - Premium Series Advance	General Fund	52.75
				Total for Payment No.:		52.75

Payment No: 636946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CHEVROLET OF STEVENS CREEK	00454519	363806	PARTS V# 2890	Fleet Operation Fund	182.03
				Total for Payment No.:		182.03

Payment No: 636947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CHHEANG YANG	00454577	R22-EVC-016	EV CHGR REB11670-03 LABOR ONLY	Elec OperatingGrant Trust Fund	201.00
				Total for Payment No.:		201.00

Payment No: 636948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CITIES ASSN OF SANTA CLARA CO	00455145	1064	6 MONTH BUDGET AMENDMENT	General Fund	17,906.00

				Total for Payment No.:		17,906.00

Payment No: 636949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CITY OF SUNNYVALE	00454571	IN000089528	Traffic Control NFL 08292019	General Fund	1,439.34
				Total for Payment No.:		1,439.34

Payment No: 636950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	COOPERATIVE PERSONNEL SERVICES	00455171	INV366081	PO FOR 12 MONTHS OF CITYWIDE T	General Fund	3,750.00
				Total for Payment No.:		3,750.00

Payment No: 636951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	CSG CONSULTANTS INC	00455155	25949	AGREEMENT FOR ON-CALL CONSTRUC	General Fund	11,760.00
				Total for Payment No.:		11,760.00

Payment No: 636952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	DAVEY TREE SURGERY	00454758	913969976	TREE TRIMMING PWR LINES AUG19	Electric Utility	148,740.57
10/03/2019	DAVEY TREE SURGERY	00454758	913969976	RENTAL FEES AUG19	Electric Utility	5,985.00
				Total for Payment No.:		154,725.57

Payment No: 636953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	EDELMAN CORP	00454639	5427	SERVICE	General Fund	245.00
10/03/2019	EDELMAN CORP	00454639	5427		General Fund	13.08
				Total for Payment No.:		258.08

Payment No: 636954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	EJ PIRES TRUCKING INC	00455168	94684	TRUCKING AND HAULING SERVICES-	Water Utility	3,968.65
10/03/2019	EJ PIRES TRUCKING INC	00455168	94684	TRUCKING & HAULING SERVICES -	Sewer Utility	700.35
				Total for Payment No.:		4,669.00

Payment No: 636955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ELECTRIC & GAS INDUSTRIES ASSN	00454779	45140	ONGOING IT APP MAINT. AUG19	Elec OperatingGrant Trust Fund	2,000.00
10/03/2019	ELECTRIC & GAS INDUSTRIES ASSN	00454779	45140	PROGRAM IMPLEMENT/MGMT AUG19	Elec OperatingGrant Trust Fund	2,250.00
10/03/2019	ELECTRIC & GAS INDUSTRIES ASSN	00454779	45140	ONGOING PROGRAM ADMIN AUG19	Elec OperatingGrant Trust Fund	750.00
				Total for Payment No.:		5,000.00

Payment No: 636956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ENDEAVOUR STORAGE SOLUTIONS	00454679	222521	CONEX RENTAL FOR ST. 8 REMODEL	General Fund	87.20
				Total for Payment No.:		87.20

Payment No: 636957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	EUGENE BURGER MANAGEMENT CORPORATION	00455178	32474SEP2019	MANAGEMENT FEE JUL,AUG,SEPT	General Fund	3,538.14
				Total for Payment No.:		3,538.14

Payment No: 636958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454760	L0472543	Sampling	Water Utility	220.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454761	L0472529	SAMPLING	Water Utility	1,315.00

10/03/2019	EUROFINS EATON ANALYTICAL INC	00454762	L0472528	SAMPLING	Water Utility	740.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454763	L0472527	SAMPLING	Water Utility	1,480.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454764	L0472518	SAMPLING	Water Utility	2,450.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454765	L0472737	SAMPLING	Water Utility	400.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454766	L0472522	SAMPLING	Water Utility	3,975.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454879	L0473372	WATER SAMPLING TESTING	Water Utility	400.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454880	L0473369	WATER SAMPLING TESTING	Water Utility	400.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454914	L0472125	WATER SAMPLING	Water Utility	20.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454919	L0472999	WATER SAMPLING	Water Utility	4,022.00
10/03/2019	EUROFINS EATON ANALYTICAL INC	00454923	L0472077	WATER SAMPLING	Water Utility	400.00
				Total for Payment No.:		15,822.00

Payment No: 636959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	EZ CUT PRODUCTS	00454491	0175635-IN	CUTTING SERVICES	General Fund	487.23
				Total for Payment No.:		487.23

Payment No: 636960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	FAST UNDERCAR SANTA CLARA	00454552	915996	CORE CREDIT	Fleet Operation Fund	-155.87
10/03/2019	FAST UNDERCAR SANTA CLARA	00454553	916388	PARTS- STOCK	Fleet Operation Fund	808.20
10/03/2019	FAST UNDERCAR SANTA CLARA	00454553	916388	BATTERY FEE	Fleet Operation Fund	7.00
10/03/2019	FAST UNDERCAR SANTA CLARA	00454588	919650	Stock battery	Fleet Operation Fund	325.42
10/03/2019	FAST UNDERCAR SANTA CLARA	00454588	919650	battery fee	Fleet Operation Fund	3.00
10/03/2019	FAST UNDERCAR SANTA CLARA	00454590	919466	Stock parts - battery	Fleet Operation Fund	966.29
10/03/2019	FAST UNDERCAR SANTA CLARA	00454590	919466	Stock parts - battery	Fleet Operation Fund	9.00
10/03/2019	FAST UNDERCAR SANTA CLARA	00454591	919579	PARTS FOR V3301	Fleet Operation Fund	360.48
				Total for Payment No.:		2,323.52

Payment No: 636961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	FEDERAL EXPRESS	00454541	6-723-15198	MISC ADMIN SHIPPING	Electric Utility	8.04
				Total for Payment No.:		8.04

Payment No: 636962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	FIREWORKS & STAGE FX AMERICA	00455122	19378	Fireworks Star Spangle Song	General Fund	250.00
				Total for Payment No.:		250.00

Payment No: 636963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	FLEETPRIDE, INC.	00454554	34899543	PARTS- V#3334	Fleet Operation Fund	23.29
				Total for Payment No.:		23.29

Payment No: 636964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	FRONTIER FORD	00454556	640658	PARTS- V# 3304	Fleet Operation Fund	65.27
10/03/2019	FRONTIER FORD	00454559	640860	PARTS- V# 3438	Fleet Operation Fund	326.91
10/03/2019	FRONTIER FORD	00454560	640889	PARTS- V# 3494	Fleet Operation Fund	326.91
10/03/2019	FRONTIER FORD	00454561	640967	PARTS- V# 3261	Fleet Operation Fund	131.20
10/03/2019	FRONTIER FORD	00454562	641001	PARTS- STOCK	Fleet Operation Fund	193.91
				Total for Payment No.:		1,044.20

Payment No: 636965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	FUN WITH ACADEMICS, LLC	00455143	15978-16000	CONTRACTOR PAYMENT FOR SPRING/	General Fund	4,018.56
				Total for Payment No.:		4,018.56

Payment No: 636966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	GOLDER ASSOCIATES	00454492	558527	COMPLIANCE MANAGEMENT SERVICES	Deposit Funds.	7,480.41
10/03/2019	GOLDER ASSOCIATES	00454492	558527	COMPLIANCE MANAGEMENT SERVICES	Solid Waste Utility-Constructi	39,414.10
				Total for Payment No.:		46,894.51

Payment No: 636967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	GRANICUS, LLC	00455156	116795	Website redesign services - ta	Electric Utility Construction	8,175.00
10/03/2019	GRANICUS, LLC	00455156	116795	Website redesign services - no	Electric Utility Construction	49,262.50
				Total for Payment No.:		57,437.50

Payment No: 636968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	HALREC INC	00454631	318087	PARTS FOR V2858	Fleet Operation Fund	304.97
				Total for Payment No.:		304.97

Payment No: 636969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	HARLAND TECHNOLOGY SERVICES	00455089	2126082	SOFTWARE - SCANTOOLS PLUS	General Fund	100.00
10/03/2019	HARLAND TECHNOLOGY SERVICES	00455091	14413682	ONSITE MAINT - INSIGHT20 SCAN	General Fund	483.00
				Total for Payment No.:		583.00

Payment No: 636970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	HEALTHIER KIDS FOUNDATION	00455138	16551JUL2019A	CHANGE ORDER - ADD FUNDS FOR F	General Fund	21,704.92
				Total for Payment No.:		21,704.92

Payment No: 636971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	HI-LINE UTILITY SUPPLY	00454881	10136124	2" HEAVY DUTY WIRE BRUSH MANDR	Electric Utility	249.93
10/03/2019	HI-LINE UTILITY SUPPLY	00454881	10136124	4" HD WIRE BRUSH MANDREL	Electric Utility	266.97
10/03/2019	HI-LINE UTILITY SUPPLY	00454881	10136124	5" HEAVY DUTY BRUSH MANDREL	Electric Utility	279.42
				Total for Payment No.:		796.32

Payment No: 636972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	HILDA LOPEZ	00454688	269995	ART&WINE 2019 STAFF MEAL	General Fund	464.00
				Total for Payment No.:		464.00

Payment No: 636973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	HOME DEPOT USA	00454463	511960254	FACILITIES SUPPLIES	General Fund	16.22
10/03/2019	HOME DEPOT USA	00454640	512276288	FACILITIES SUPPLIES	General Fund	744.71
10/03/2019	HOME DEPOT USA	00454719	511965683	FACILITIES SUPPLIES	General Fund	16.22
10/03/2019	HOME DEPOT USA	00454720	511966954	FACILITIES SUPPLIES	General Fund	397.39
				Total for Payment No.:		1,174.54

Payment No: 636974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ICE US OTC COMMODITY MARKETS LLC	00454843	0819000868088	ENERGY BROKER COMM AUG19	Electric Utility	5,475.00
				Total for Payment No.:		5,475.00

Payment No: 636975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ICF RESOURCES, LLC	00454777	2019-070314	TESS TASK2 CUST SERV AUG19	Elec OperatingGrant Trust Fund	4,445.81

10/03/2019	ICF RESOURCES, LLC	00454777	2019-070314	TESS TASK3 FIELD SERV AUG19	Elec OperatingGrant Trust Fund	3,499.91
10/03/2019	ICF RESOURCES, LLC	00454777	2019-070314	TESS TASK4 PROG ADMIN AUG19	Elec OperatingGrant Trust Fund	469.00
				Total for Payment No.:		8,414.72

Payment No: 636976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	INTER DISPOSAL CORP OF CA	00454572	5127-000034310	ADMIN FEE - LATE FEE	Electric Utility Construction	19.57
10/03/2019	INTER DISPOSAL CORP OF CA	00454775	5127-000034348	SEPT. 2019 POLE DISPOSAL	Electric Utility Construction	983.27
				Total for Payment No.:		1,002.84

Payment No: 636977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	IRON MOUNTAIN	00454595	201956086	DATA STORAGE-AUGUST 2019	Information Technology Service	1,616.14
				Total for Payment No.:		1,616.14

Payment No: 636978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	JANA SOKALE	00455153	9A	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	5,890.00
10/03/2019	JANA SOKALE	00455153	9A	REIMBURSABLES.	Streets And Highways	202.84
10/03/2019	JANA SOKALE	00455154	8A	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	15,061.00
				Total for Payment No.:		21,153.84

Payment No: 636979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	KANOKSIN REU	00455130	09/17/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	201.00

				Total for Payment No.:		201.00

Payment No: 636980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	KAVITHA SEKAR	00455131	09/17/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	140.00
				Total for Payment No.:		140.00

Payment No: 636981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00454682	SJ1829	1241 AD BK	General Fund	235.21
10/03/2019	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00454683	SJ1830	1231 Juv BK	General Fund	155.55
				Total for Payment No.:		390.76

Payment No: 636982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	KRTY FM	00454642	Memo Bill	Art & Wine	General Fund	2,295.00
				Total for Payment No.:		2,295.00

Payment No: 636983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	LANGUAGE LINE SOLUTIONS	00454592	4633769	TRANSLATION SERVICES	Information Technology Service	1,372.59
				Total for Payment No.:		1,372.59

Payment No: 636984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	LAPKOFF & GOBALET DEMOGRAPHIC	00455146	161.8	DEMOGRAPHIC SERVICES - ASSISTA	General Fund	3,700.00
				Total for Payment No.:		3,700.00

Payment No: 636985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	LAW ENFORCEMENT PSYCHOLOGICAL	00454346	1909843	POST OFFER STAD STAFF	General Fund	1,200.00
				Total for Payment No.:		1,200.00

Payment No: 636986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	LN CURTIS & SONS	00454662	INV317191	STATION DUTY BOOTS	Fire Department	13,085.45
10/03/2019	LN CURTIS & SONS	00454663	INV315403	STATION BOOT - N. RESTANI	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454665	INV315405	STATION BOOT - G. CARTER	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454667	INV315409	STATION BOOT - D. LOMBARDO	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454668	INV315413	STATION BOOTS - A. PASCOAL	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454669	INV315415	STATION BOOTS - C. EICHHORN	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454670	INV315416	STATION BOOTS - E. FETZ	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454671	INV315418	STATION BOOT - K. BAKER	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454672	INV315419	STATION BOOTS - L. MAR	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454673	INV315421	STATION BOOTS - C. RENSHAW	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454674	INV315444	EMS COAT AND PANTS - TORRES	Fire Department	2,406.72
10/03/2019	LN CURTIS & SONS	00454675	INV315901	STATION BOOTS - R. DESCHAMPS	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454676	INV315778	STATION BOOTS - M. DESANTIS	Fire Department	245.00
10/03/2019	LN CURTIS & SONS	00454677	INV314319	STATION BOOTS	Fire Department	5,197.12
				Total for Payment No.:		23,384.29

Payment No: 636987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MANAGEMENT PARTNERS INC	00455147	INV07724	Management Partners, Inc. - Go	General Fund	4,300.00
				Total for Payment No.:		4,300.00

Payment No: 636988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MCKESSON MEDICAL	00454752	63570518	COLD COMPRESSES	Cemetery	66.97
				Total for Payment No.:		66.97

Payment No: 636989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	METRO MOBILE COMMUNICATIONS	00454350	43837	SHOEI HELMET OFC GUTIERREZ	General Fund	775.30
10/03/2019	METRO MOBILE COMMUNICATIONS	00454350	43837	PVP HELMET COMM KIT	General Fund	1,084.76
10/03/2019	METRO MOBILE COMMUNICATIONS	00454350	43837	SERVICE/LABOR INSTALL	General Fund	152.87
10/03/2019	METRO MOBILE COMMUNICATIONS	00454355	43864	SHOEI HELMET OFC ALFORD	General Fund	761.91
10/03/2019	METRO MOBILE COMMUNICATIONS	00454355	43864	PVP HELMET COMM KIT	General Fund	282.31
10/03/2019	METRO MOBILE COMMUNICATIONS	00454355	43864	SERVICE/LABOR COMM KIT	General Fund	75.00
				Total for Payment No.:		3,132.15

Payment No: 636990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MTH ENGINEERS INC	00454527	12252	ELEC ENG/DSGN SERRA MAY-JUL19	Electric Utility Construction	194,158.50
				Total for Payment No.:		194,158.50

Payment No: 636991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00454564	0141222-IN	PARTS- V# 3224	Fleet Operation Fund	1,292.73
10/03/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00455201	0141465-IN	PARTS FOR V3119	Fleet Operation Fund	401.77
10/03/2019	MUNICIPAL MAINTENANCE EQUIPMNT	00455201	0141465-IN	LABOR	Fleet Operation Fund	1,128.16
				Total for Payment No.:		2,822.66

Payment No: 636992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

10/03/2019	NAPA AUTO PARTS	00454614	5983-485496	PARTS FOR V2958	Fleet Operation Fund	31.99
10/03/2019	NAPA AUTO PARTS	00454615	5983-487557	PARTS FOR SVAC5	Fleet Operation Fund	17.11
10/03/2019	NAPA AUTO PARTS	00454616	5983-488922	STOCK PARTS	Fleet Operation Fund	164.32
10/03/2019	NAPA AUTO PARTS	00454617	5983-488923	STOCK PARTS	Fleet Operation Fund	16.01
				Total for Payment No.:		229.43

Payment No: 636993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	NI GOVERNMENT SERVICES	00454657	9081317216	SAT PHONE SERVICE	General Fund	77.37
				Total for Payment No.:		77.37

Payment No: 636994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	NORMA BOMMARITO	00455133	09/17/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	100.00
				Total for Payment No.:		100.00

Payment No: 636995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	NV5 INC	00454927	137402	SERRA TANK REHAB DESIGN SERVIC	Water Utility Construction	14,012.50
				Total for Payment No.:		14,012.50

Payment No: 636996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	OFFICE SOLUTIONS	00454566	10529	Records Supervisors Ofc. Furni	General Fund	2,222.68
10/03/2019	OFFICE SOLUTIONS	00454567	10548	Records Sups Ofc Install	General Fund	1,511.18
				Total for Payment No.:		3,733.86

Payment No: 636997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PACIFIC COAST PETROLEUM INC.	00454565	951972	PARTS- STOCK	Fleet Operation Fund	447.83
				Total for Payment No.:		447.83

Payment No: 636998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PARS	00454796	43689	PARS ARS FEE JULY 2019	General Fund	2,236.13
				Total for Payment No.:		2,236.13

Payment No: 636999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PATRICK HUANG	00455128	09/17/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	20.00
10/03/2019	PATRICK HUANG	00455129	09/17/19 CLASS REFUND A	PARKS DEPT REFUND	General Fund	275.00
				Total for Payment No.:		295.00

Payment No: 637000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PETERSON TRACTOR CO	00454620	PC001669016	PARTS FOR V2835	Fleet Operation Fund	1,752.64
10/03/2019	PETERSON TRACTOR CO	00454622	SW000434709	PARTS FOR V2834	Fleet Operation Fund	2,347.73
10/03/2019	PETERSON TRACTOR CO	00454622	SW000434709	LABOR	Fleet Operation Fund	3,864.00
				Total for Payment No.:		7,964.37

Payment No: 637001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PG&E	00454536	0007864201-4	GRIZZLY PH O&M AUG2019	Electric Utility	75,945.31
				Total for Payment No.:		75,945.31

Payment No: 637002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PG&E	00454537	0007864230-3	COP GRIZZLY AUG19	Electric Utility Construction	21,861.01
				Total for Payment No.:		21,861.01

Payment No: 637003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PG&E	00454538	0007864232-9	GRIZZLY PROJ O&M 15% COO AUG19	Electric Utility	10,834.20
				Total for Payment No.:		10,834.20

Payment No: 637004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PRESIDIO HOLDINGS INC.	00455158	6013219007027	1000BASE-LX/LH SFP transceiver	General Government - Other	2,169.10
10/03/2019	PRESIDIO HOLDINGS INC.	00455158	6013219007027	SHIPPING & HANDLING	General Government - Other	9.31
				Total for Payment No.:		2,178.41

Payment No: 637005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PRO DOOR & GLASS	00454850	37109	ST. 4 DOOR #3 REMOTES RECEIVER	General Fund	138.23
10/03/2019	PRO DOOR & GLASS	00454850	37109	ST. 4 DOOR #3 LABOR NONTAX	General Fund	630.00
				Total for Payment No.:		768.23

Payment No: 637006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	PROJECT ENERGY SAVERS, LLC	00455026	19-726	1000 ENERGY EFFICIENT COLORBOO	Elec OperatingGrant Trust Fund	1,575.00
10/03/2019	PROJECT ENERGY SAVERS, LLC	00455026	19-726	CUSTOMIZATION	Elec OperatingGrant Trust Fund	350.00
10/03/2019	PROJECT ENERGY SAVERS, LLC	00455027	19-729	CRAYONS (BLUE BOX 4 PACK)	Elec OperatingGrant Trust Fund	90.31

10/03/2019	PROJECT ENERGY SAVERS, LLC	00455027	19-729	500 LED BOOKMARKS	Elec OperatingGrant Trust Fund	258.01
10/03/2019	PROJECT ENERGY SAVERS, LLC	00455027	19-729	SPECIAL AGENT STICKERS (500)	Elec OperatingGrant Trust Fund	66.45
10/03/2019	PROJECT ENERGY SAVERS, LLC	00455027	19-729	DISCOUNT	Elec OperatingGrant Trust Fund	-41.48
				Total for Payment No.:		2,298.29

Payment No: 637007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	REGENTS OF THE UNIV OF CALIF	00454778	2019-2020	CLTC AFFILIATE OCT19-SEP20	Elec OperatingGrant Trust Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 637008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ROSEMOUNT INC	00455164	904502	PN# SQP10077-LQD - LOW FLOW PA	Electric Utility	2,734.13
10/03/2019	ROSEMOUNT INC	00455164	904502	PN# 3900VP-02-10 - GENERAL PUR	Electric Utility	780.23
10/03/2019	ROSEMOUNT INC	00455164	904502	PN# 24281-00 - 15' VP8 CABLE	Electric Utility	613.20
10/03/2019	ROSEMOUNT INC	00455165	905294	PN# 5081-C-HT-20-60 - EXPLOSIO	Electric Utility	2,974.37
				Total for Payment No.:		7,101.93

Payment No: 637009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	ROYAL BRASS INC	00454623	905418-001	PARTS FOR V2295	Fleet Operation Fund	97.43
10/03/2019	ROYAL BRASS INC	00454624	905841-001	PARTS FOR D2231	Fleet Operation Fund	27.02
				Total for Payment No.:		124.45

Payment No: 637010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SAFETY-KLEEN SYSTEMS INC	00454628	80977134	SUBLET HAZMAT	Fleet Operation Fund	53.00

				Total for Payment No.:		53.00

Payment No: 637011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA CO DEPT OF CORRECTIONS	00454361	1800069377	PLAQUE	General Fund	52.87
				Total for Payment No.:		52.87

Payment No: 637012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA ROTARY FOUNDATION	00455123	2	Administration, management and	Public Donations - Expendable	32,296.42
				Total for Payment No.:		32,296.42

Payment No: 637013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00454643	20-32	Warburton Swim Center	General Fund	279.50
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00454644	20-31	SANTA CRUZ BEACH 8-9-19	General Fund	947.10
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00454645	20-06	MAGICAL BRIDGE 7-11-19	General Fund	515.55
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00454645	20-06	YAC AT CABRILLO 7-12-19	General Fund	370.75
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00454645	20-06	ROTARY PARK 7-18-19	General Fund	370.25
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00454646	19-291	PUMP IT UP 6/27/19	General Fund	380.25
10/03/2019	SANTA CLARA UNIFIED SCHOOL	00454646	19-291	SEVEN SEAS PARK 6/28/19	General Fund	432.50
				Total for Payment No.:		3,295.90

Payment No: 637014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA UNIFIED SCHOOL DIST	00455176	11938	Mission City Center for Perfor	General Fund	15,437.09
10/03/2019	SANTA CLARA UNIFIED SCHOOL DIST	00455176	11938	CHANGE ORDER #1 ADD FUNDS PER	General Fund	45,000.00
10/03/2019	SANTA CLARA UNIFIED SCHOOL DIST	00455176	11938	CHANGE ORDER #3 ADD FUNDS PER	General Fund	21,265.03

				Total for Payment No.:		81,702.12

Payment No: 637015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA UNIFIED SCHOOL DIST	00454687	269994	ART&WINE 2019 STAFF MEAL	General Fund	336.00
				Total for Payment No.:		336.00

Payment No: 637016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA WEEKLY	00454666	1243646	CE 17-18-17 INVITING BIDS	Public Buildings	2,664.00
				Total for Payment No.:		2,664.00

Payment No: 637017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SANTA CLARA YOUTH COMMISSION	00454686	269993	ART&WINE 2019 STAFF MEAL	General Fund	152.00
				Total for Payment No.:		152.00

Payment No: 637018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SEL ENGINEERING SERVICES, INC.	00454524	31570	HMI AND IS SUPPORT THRU AUG19	Electric Utility Construction	2,428.50
				Total for Payment No.:		2,428.50

Payment No: 637019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SHRED-IT USA LLC	00454358	8128011095	ON SITE PAPER SHRED SERVICE	General Fund	536.15
10/03/2019	SHRED-IT USA LLC	00454759	8128097102	CITY ATTORNEY'S OFFICE	General Fund	50.86
10/03/2019	SHRED-IT USA LLC	00454759	8128097102	CCO - REOCRDS CENTER	General Fund	50.85
10/03/2019	SHRED-IT USA LLC	00454759	8128097102	FINANCE-ACCOUNTING SERVICES	General Fund	101.72

10/03/2019	SHRED-IT USA LLC	00454759	8128097102	FINANCE-MUNICIPAL SERVICES	General Fund	50.86
10/03/2019	SHRED-IT USA LLC	00454759	8128097102	HOUSING	General Fund	50.86
10/03/2019	SHRED-IT USA LLC	00454759	8128097102	HUMAN RESOURCES	General Fund	50.86
10/03/2019	SHRED-IT USA LLC	00454759	8128097102	INFORMATION TECHNOLOGY	Information Technology Service	101.72
				Total for Payment No.:		993.88

Payment No: 637020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SHREDLOGIX INC	00454629	0006277	SHRED 1500 BASEMENT AUG19	Electric Utility	80.00
				Total for Payment No.:		80.00

Payment No: 637021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SIEMENS INDUSTRY INC	00454575	5740012562	SERRA TRANSFORMER REFURB	Electric Utility Construction	112,681.88
				Total for Payment No.:		112,681.88

Payment No: 637022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SINGER ASSOCIATES, INC.	00455152	133209	Media Relations and Public Aff	General Fund	3,000.00
				Total for Payment No.:		3,000.00

Payment No: 637023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SOFTWAREONE	00454593	US-PSI-833625	AZURE OVERAGES-6/1/19-6/30/19	Information Technology Service	836.23
				Total for Payment No.:		836.23

Payment No: 637024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SOUTHWEST POWER POOL, INC.	00454842	WIUFMP083PY24	PY23 RESETTTLEMENT CAL YR 2017	Electric Utility	-3,783.28
10/03/2019	SOUTHWEST POWER POOL, INC.	00454842	WIUFMP083PY24	PY24 BILLING CAL YR2018	Electric Utility	5,292.23
				Total for Payment No.:		1,508.95

Payment No: 637025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	STAFFAN NILSSON	00454209	R220-PP-001	POOL PUMP REBATE;ACCT 52153-01	Elec OperatingGrant Trust Fund	100.00
				Total for Payment No.:		100.00

Payment No: 637026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	STEVENS CREEK CHRYSLER JEEP	00454630	252506	LABOR FOR V3014	Fleet Operation Fund	900.00
10/03/2019	STEVENS CREEK CHRYSLER JEEP	00454630	252506	PARTS FOR V3014	Fleet Operation Fund	306.17
				Total for Payment No.:		1,206.17

Payment No: 637027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	STRATUS VIDEO, LLC	00454659	SIN160935	VIDEO TRANSLATION 8/2019	General Fund	25.95
				Total for Payment No.:		25.95

Payment No: 637028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	STRYKER SALES CORPORATION	00455148	2757128M	Q: 1 LIFEPAK 15 V4 INCLUDED AT	General Fund	26,636.00
10/03/2019	STRYKER SALES CORPORATION	00455148	2757128M	ACCESSORIES: Q: 3; PRODUCT 213	General Fund	1,950.45
				Total for Payment No.:		28,586.45

Payment No: 637029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SUMMERHILL APARTMENT COMMUNITIES	00454983	25057SEP2019	REFUND DEPOSIT BALANCE	Deposit Funds.	8,075.00
				Total for Payment No.:		8,075.00

Payment No: 637030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SUNNYVALE FORD	00454632	155394	STOCK PARTS	Fleet Operation Fund	601.16
				Total for Payment No.:		601.16

Payment No: 637031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	SUREFIRE LLC	00455169	2335004	SUPPRESSORS	General Fund	2,818.66
10/03/2019	SUREFIRE LLC	00455200	2336356	MUZZLE BRAKE	General Fund	347.05
				Total for Payment No.:		3,165.71

Payment No: 637032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TAPS TERMITE & PEST SPECIALIST	00454641	48504	FUMIGATION DONE - AMBRIZ	H.U.D Capital Projects	4,735.00
10/03/2019	TAPS TERMITE & PEST SPECIALIST	00454641	48504	AMBRIZ - 10550	H.U.D Capital Projects	4,735.00
10/03/2019	TAPS TERMITE & PEST SPECIALIST	00454641	48504	AMBRIZ - 10550	H.U.D Capital Projects	-4,735.00
				Total for Payment No.:		4,735.00

Payment No: 637033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TAYLOR CORPORATION, INC	00454419	4219126	CHECK STOCK 804BS04 PAY ADVICE	General Fund	1,280.00
10/03/2019	TAYLOR CORPORATION, INC	00454419	4219126	DELIVERY HANDLING SURCHARGES	General Fund	288.13

10/03/2019	TAYLOR CORPORATION, INC	00454420	4219521	CHECK STOCK 801CS04 VENDOR CK	General Fund	1,336.00
10/03/2019	TAYLOR CORPORATION, INC	00454420	4219521	DELIVERY HANDLING SURCHARGES	General Fund	227.34
				Total for Payment No.:		3,131.47

Payment No: 637034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	THOITS LAW	00455144	199163	Legal Services Engagement Agre	Deposit Funds.	3,852.50
				Total for Payment No.:		3,852.50

Payment No: 637035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TRUCK VAULT	00454633	202355	PARTS FOR V3494	Vehicle Replacement Fund	2,698.84
				Total for Payment No.:		2,698.84

Payment No: 637036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TURF & INDUSTRIAL EQUIPMENT CO	00454634	IV32243	PARTS FOR V2953	Fleet Operation Fund	193.99
10/03/2019	TURF & INDUSTRIAL EQUIPMENT CO	00455159	UI18717	CLUB CAR CARRYALL 700 ELECTRIC	Vehicle Replacement Fund	33,138.18
10/03/2019	TURF & INDUSTRIAL EQUIPMENT CO	00455159	UI18717	CA TIRE FEE	Vehicle Replacement Fund	14.00
				Total for Payment No.:		33,346.17

Payment No: 637037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	TURF STAR INC	00454635	7082312-00	PARTS FOR V3325	Fleet Operation Fund	258.20
10/03/2019	TURF STAR INC	00454636	7084392-00	PARTS FOR V3479	Fleet Operation Fund	663.38
				Total for Payment No.:		921.58

Payment No: 637038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	UC REGENTS-UC COOPERATIVE EXTENSION	00454507	2019108	COMPOST BINS	Solid Waste Program	105.00
				Total for Payment No.:		105.00

Payment No: 637039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	UNIFIRST CORPORATION	00454531	385 0351386	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	625.44
10/03/2019	UNIFIRST CORPORATION	00454532	385 0351452	GARMENT RENT/CLEANING SVC CH	Electric Utility	164.53
10/03/2019	UNIFIRST CORPORATION	00454582	385 0352356	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	668.05
10/03/2019	UNIFIRST CORPORATION	00454583	385 0352351	GARMENT RENTAL/CLEANING T&D	Electric Utility	1,127.81
10/03/2019	UNIFIRST CORPORATION	00454583	385 0352351	NEW CLOTHES D. COETZEE	Electric Utility	3.54
10/03/2019	UNIFIRST CORPORATION	00454584	385 0352357	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	85.92
10/03/2019	UNIFIRST CORPORATION	00454753	385 0352350	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	54.78
10/03/2019	UNIFIRST CORPORATION	00454753	385 0352350	DELIVERY FEE SVP	Electric Utility	11.50
10/03/2019	UNIFIRST CORPORATION	00454754	385 0352353	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	123.42
10/03/2019	UNIFIRST CORPORATION	00454755	385 0352349	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	625.44
10/03/2019	UNIFIRST CORPORATION	00454756	385 0352417	GARMENT RENT/CLEANING SVC CH	Electric Utility	164.53
				Total for Payment No.:		3,654.96

Payment No: 637040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	UNIVAR USA INC	00454535	SJ961920	DVR CHEM DEL SOD BISUL 9/11/19	Electric Utility	664.90
10/03/2019	UNIVAR USA INC	00454618	SJ962669	DVR CHEM DEL SOD HYP 9/12/19	Electric Utility	519.41
10/03/2019	UNIVAR USA INC	00454618	SJ962669	CALIFORNIA MILL FEE	Electric Utility	11.29
				Total for Payment No.:		1,195.60

Payment No: 637041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	VIRGINIA SCIMECA	00455132	09/17/19 CLASS REFUND	PARKS DEPT REFUND	General Fund	300.00
				Total for Payment No.:		300.00

Payment No: 637042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	VON HUENE, DEBRA	00455188	29709JUL2019	AMERICANS FOR ARTS CONF	General Fund	176.78
				Total for Payment No.:		176.78

Payment No: 637043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	WATERPROOFING ASSOC	00454267	6242	FS 5 SLEEPING QUARTERS	General Fund	4,580.00
10/03/2019	WATERPROOFING ASSOC	00454690	6259	815 Comstock	Public Buildings	1,024.00
				Total for Payment No.:		5,604.00

Payment No: 637044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	WESCO DISTRIBUTION INC	00454529	539013	PVC 1 1/12 10FT CONDUIT	Electric Utility Construction	34.09
10/03/2019	WESCO DISTRIBUTION INC	00454529	539013	PVC 1 1/12 90x36 W/BELL	Electric Utility Construction	12.91
10/03/2019	WESCO DISTRIBUTION INC	00454529	539013	PVC 1 1/12 SLIP COUPLING	Electric Utility Construction	32.91
10/03/2019	WESCO DISTRIBUTION INC	00454529	539013	CTX 1 1/2 UL END BELL	Electric Utility Construction	11.90
				Total for Payment No.:		91.81

Payment No: 637045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/03/2019	WORKMAN GLOVE & SAFETY INC	00454509	38964	STREET- GLOVES	General Fund	163.39
				Total for Payment No.:		163.39

	Overall Total	1,513,333.08

City of Santa Clara Finance Department
Accounting Services

Supplement to Bills & Claims
Expenditures Paid by Wire Transfer
For the Period of September 13th, 2019 through October 3rd, 2019

$	2,329,363.23	EDF Trading North America LLC--Gas Purchase-DVR/Cogen/Gia Aug 2019
	930,538.00	MSR Public Power Agency--Big Horn Wind Project Energy--Aug 2019
	770,621.25	MSR Energy Authority--Gas Purchase-DVR/Cogen/Gia AUG 2019
	687,783.30	Recurrent Energy Rosamond One LLC--Purchase of Energy (Solar Generated) August 2019
	683,466.91	Manzana Wind LLC--Purchase of Energy (Wind Generated) August 2019
	251,472.00	MSR Public Power Agency--Big Horn Wind Project Shaping Fee--Aug 2019
	116,667.00	California Independent System Operator Corp--HANA charges Oct19-Sep20
	63,620.00	NextEra Energy Marketing LLC--Purchase of Capacity--Aug 2019
	57,750.00	Avangrid Renewables LLC--Purchase of Energy (Wind Generated) August 2019
$	5,891,281.69	

19-829 **Agenda Date: 10/29/2019**

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT
Action on Bills and Claims for the months of May through August 2019

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, 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. The May invoice was processed for payment prior to that direction. Since April 30, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

Significant expenses in May 2019 include:

- Payment of $375,744 to Forty Niners SC Stadium Company, LLC (StadCo) for the StadCo Subordinated Loan (Subloan) which includes interest and a principal prepayment due to excess revenues available and required to be paid to the Subloan per the Amended and Restated Stadium Lease Agreement.

- Payment of $1,302,000 to Forty Niners Stadium Management Company, LLC (Stadium Manager) for stadium operations costs such as staffing, supplies, equipment, insurance, and utilities.

- Payments totaling $131,734 to the City of Santa Clara for the following:
    - $37,994 for reimbursement of City staff time for the College Football Playoff (CFP) National Championship (the Stadium Authority has been reimbursed by the Bay Area Host Committee (BAHC) for these costs)
    - $9,601 for the payment of special liability claims related to Levi's Stadium
    - $84,139 for reimbursement of General and Administrative (G&A) City staff time (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)

Significant expenses in June 2019 include:

- Payment of $950,270 to Forty Niners SC Stadium Company, LLC (StadCo) for the Community Facilities District (CFD) Advance (StadCo loaned the Stadium Authority $35 million which is used to be repaid solely by CFD hotel taxes)

- Payments totaling $123,070 to the City of Santa Clara for the following:
  - $41,618 for reimbursement of G&A City staff time (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)
  - $81,452 for reimbursement of City staff time for the CFP (the Stadium Authority has not been reimbursed by BAHC)

Significant expenses in July 2019 include:

- Payment of $581,000 to Forty Niners Stadium Management Company, LLC (Stadium Manager) for stadium operations costs for SBL sales and services, insurance, and utilities.

- Payments totaling $83,398 to the City of Santa Clara for reimbursement of G&A City staff time (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)

Significant expenses in August 2019 include:

- Payment of $2,605,000 to Forty Niners Stadium Management Company, LLC (Stadium Manager) for stadium operations costs for SBL sales and services, insurance, and utilities for July and August invoices.

- Payments totaling $385,968 to the City of Santa Clara for the following:
  - $30,968 for reimbursement of G&A City staff time (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)
  - $355,000 for fiscal year 2019-20 stadium ground rent.

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 $6,676,120 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> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Approve the list of Bills and Claims for May through August 2019.

Reviewed by: Kenn Lee, Treasurer
Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. May 2019 SCSA Bills and Claims
2. June 2019 SCSA Bills and Claims
3. July 2019 SCSA Bills and Claims
4. August 2019 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire Transfer
For the Month of May 2019

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
5/15/19	Bank of America	N/A	Apr 2019 bank fees acct 0444	Operating	$ 343.03	
5/15/19	Bank of America	N/A	Apr 2019 bank fees acct 0425	Operating	51.85	
			Bank of America Subtotal			394.88
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Utilities	Operating	258,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Grounds	Operating	15,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Insurance	Operating	54,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Guest Svcs	Operating	68,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Security	Operating	138,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Engineering	Operating	171,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Std Ops	Operating	334,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - SBL Sales & S	Operating	195,000.00	
5/1/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-041519-A	May 19 Std Mgr - Other Exp	Operating	69,000.00	
5/15/19	Forty Niners Stadium Mgmnt Co, LLC	N/A	Subloan Prepayment - Interest	Debt Service	268,295.73	
5/15/19	Forty Niners Stadium Mgmnt Co, LLC	N/A	Subloan Prepayment - Principal	Debt Service	107,448.48	
			Forty Niners Stadium Mgmnt Co, LLC Subtotal			1,677,744.21
5/8/19	Stadium Funding Trust	N/A	Term A Prepayment - Principal	Debt Service	34,172.29	
5/8/19	Stadium Funding Trust	N/A	Term A Prepayment - Interest	Debt Service	175.61	
			Stadium Funding Trust Subtotal			34,347.90
5/1/19	City of Santa Clara	87901	CSC Inv. 87901 - CFP	Operating	$ 35,785.28	
5/10/19	City of Santa Clara	N/A	B1909 SCSA Admin PR Costs	Operating	26,249.20	
5/20/19	City of Santa Clara	88029	CSC Inv. 88029-Spec Liab Claim	Operating	9,601.30	
5/31/19	City of Santa Clara	N/A	B1910 SCSA Admin PR Costs	Operating	57,889.96	
5/31/19	City of Santa Clara	87997	CSC Inv. 87997 - CFP	Operating	2,208.86	
			City of Santa Clara Subtotal			131,734.60
5/8/2019	Wilson Ihrig & Associates Inc.	16125N20	March 2019 Noise Monitoring	Operating		4,699.88
5/10/2019	Deanna Santana	N/A	D. Santana Exps Rpt Jan 2019	Operating		98.00
5/10/2019	Presto Stamp	24673	Presto Stamp Inv. 24673	Operating		24.04
5/10/2019	Staples	8052574035	Staples Inv. 8052574035-CMO	Operating		117.35
5/10/2019	Santa Clara Weekly	1243058	Santa Clara Week Inv. 1243058	Operating		720.00
			May 2019 Total			**$ 1,849,880.86**

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire Transfer
For the Month of June 2019

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
6/17/19	Bank of America	N/A	May 2019 bank fees acct 0444	Operating	$ 163.70	
6/17/19	Bank of America	N/A	May 2019 bank fees acct 0425	Operating	18.18	
6/27/19	Bank of America	N/A	BoA Proc Inv. PC0519FINC	Operating	135.25	
			Bank of America Subtotal			317.13
6/19/19	Forty Niners Stadium Mgmnt Co, LLC	N/A	CFD Advance payment - Interest	Debt Service	388,396.39	
6/19/19	Forty Niners Stadium Mgmnt Co, LLC	N/A	CFD Advance payment - Principal	Debt Service	561,874.03	
			Forty Niners Stadium Mgmnt Co, LLC Subtotal			950,270.42
6/19/19	City of Santa Clara	N/A	B1911 SCSA Admin PR Costs	Operating	41,617.81	
6/25/19	City of Santa Clara	88167	CSC Inv. 88167 - CFP	Operating	77,736.69	
6/26/19	City of Santa Clara	88198	CSC Inv. 88198 - CFP	Operating	1,418.13	
6/26/19	City of Santa Clara	88277	CSC Inv. 88277 - CFP	Operating	2,297.00	
			City of Santa Clara Subtotal			123,069.63
6/27/19	Ricoh	9027350039	Ricoh Inv. 9027350039	Operating	70.85	
6/27/19	Ricoh	9027420419	Ricoh Inv. 9027420419	Operating	70.85	
			Ricoh Subtotal			141.70
6/26/19	Physio-Control Inc	119031605	CapEx Proj - PS Equip LifePak	Cap Expense	811.51	
6/26/19	Physio-Control Inc	119031605	CapEx Proj - PS Equip LifePak	Cap Expense	29,998.97	
						30,810.48
6/6/2019	Wilson Ihrig & Associates Inc.	16125N21	Apr 2019 Noise Monitoring	Operating		8,602.50
6/6/2019	Grand Prix Kawasaki	30753627	CapEx Proj - Police Mule	Cap Expense		15,737.58
6/26/2019	Zoll Medical Corporation	2866433	CapEx Proj - PS Equip AutoPuls	Cap Expense		31,101.49
			June 2019 Total			**$ 1,160,050.93**

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire Transfer
For the Month of July 2019

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
7/15/19	Bank of America	N/A	June 2019 bank fees acct 0444	Operating	$ 166.64	
7/15/19	Bank of America	N/A	June 2019 bank fees acct 0425	Operating	18.18	
			Bank of America Subtotal			184.82
7/3/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-051519-A	Jun 19 Std Mgr - Utilities	Operating	258,000.00	
7/3/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-051519-A	Jun 19 Std Mgr - Insurance	Operating	87,000.00	
7/3/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-051519-A	Jun 19 Std Mgr - SBL Sales	Operating	195,000.00	
7/3/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-051519-A	Jun 19 Std Mgr - Other	Operating	41,000.00	
			Forty Niners Stadium Mgmnt Co, LLC Subtotal			581,000.00
7/2/19	City of Santa Clara	N/A	B1912 SCSA Admin PR Costs	Operating	35,182.37	
7/12/19	City of Santa Clara	N/A	B1913 SCSA Admin PR Costs	Operating	26,681.53	
7/24/19	City of Santa Clara	N/A	B1914 SCSA Admin PR Costs	Operating	21,534.34	
			City of Santa Clara Subtotal			83,398.24
7/24/2019	Wilson Ihrig & Associates Inc.	16125N22	May 2019 Noise Monitoring	Operating		6,497.46
			July 2019 Total			**$ 671,080.52**

Santa Clara Stadium Authority

Bills and Claims
Expenses Paid by Wire Transfer
For the Month of August 2019

Payment Date	Vendor	Invoice No.	Description	Fund		Amount
8/15/19	Bank of America	N/A	July 2019 bank fees acct 0444	Operating	$ 152.30	
8/15/19	Bank of America	N/A	July 2019 bank fees acct 0425	Operating	18.18	
			Bank of America Subtotal			170.48
8/8/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-061719-A	July 19 Std Mgr - Utilities	Operating	258,000.00	
8/8/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-061719-A	July 19 Std Mgr - Insurance	Operating	1,659,000.00	
8/8/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-061719-A	July 19 Std Mgr - SBL Sales	Operating	195,000.00	
8/8/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-071519-A	August 19 Std Mgr - Insurance	Operating	78,000.00	
8/8/19	Forty Niners Stadium Mgmnt Co, LLC	SLS-071519-A	August 19 Std Mgr - SBL Sales	Operating	415,000.00	
			Forty Niners Stadium Mgmnt Co, LLC Subtotal			2,605,000.00
8/1/19	City of Santa Clara	N/A	B1915 SCSA Admin PR Costs	Operating	30,967.64	
8/26/19	City of Santa Clara	N/A	2019-20 ground rent payment	Operating	355,000.00	
			City of Santa Clara Subtotal			385,967.64
8/16/2019	Wilson Ihrig & Associates Inc.	16125N23	June 2019 Noise Monitoring	Operating		3,968.50
			August 2019 Total			**$ 2,995,106.62**

19-702 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Action on Monthly Financial Status and Investment Reports for August 2019

BACKGROUND
In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the following reports for August 2019 are submitted for your information. The financial review as of August 31, 2019 provides a year-to-date financial update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through August 31, 2019 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 performances as of August 31, 2019. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

With two months or 16.7% of the fiscal year complete, General Fund revenues are trending lower than budget at 12.8%, largely due the change in a cash basis to a modified accrual basis. For example, sales tax receipts for the months of May and June 2019 were received in this fiscal year; however, were accrued as part of last fiscal year's revenue collections. This results in the sales tax receipts for the current fiscal year to be zero. General Fund expenditures are at 20.2% of budget which is slightly higher than budgeted expectations. This is primarily a result of most transfers out of the General Fund being recorded in August. Total revenues for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) are at 10.1% while total expenses are at 14.4%.

In the month of August, the City received $16,200 in donations increasing the amount for the fiscal

year to $16,300.

Monthly Investment Report (Attachment 2)
All securities held by the City of Santa Clara as of August 31, 2019 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 August 2019 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years form the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return of 2.04%.

Santa Clara Compared to Other Cities in the Local Region
As part of the FY 2019/20 and 2020/21 Adopted Biennial Operating Budget, the City Profile section included comparisons of several different key revenues, budgeted expenditures, and total reported assets measures between local jurisdictions. The 11 cities compared, including the City of Santa Clara, are based on the City of Milpitas' annual survey. The results from the surveyed cities differ greatly due to differences in the types of services provided, budget size, and population. Total operating budgets also vary significantly ranging from the City of San José at $3.7 billion to the City of Campbell at $74.8 million. In order to normalize for budget size and population, staff included statistics measuring each city's expenditures to the administrative departments in comparable cities' on a budget, per capita, per FTE (full-time equivalent employees) basis.

Across the 11 cities, the administrative department budgets considered include the City Council and its direct support staff costs, offices of the City Manager, City Attorney, City Clerk and City Auditor. Most full-service cities, including the City of Santa Clara were within approximately the same range. Non-full-service cities experiencing the highest Administration costs per capita, per FTE were cities that contracted out public safety services such as Cupertino and Campbell (contracted Fire). Cities with relatively large Public Safety forces like San José and Sunnyvale who has a combined Public Safety Department rank the lowest. While many conclusions can be drawn from this information, it should be noted that many other factors that were not evaluated can contribute to differing costs between the comparable cities.

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 no fiscal impact related to this report.

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

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <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 August 2019 as presented.

Reviewed by: Kenn Lee, Director of Finance
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Monthly Financial Status Report August 2019
2. Monthly Investment Report August 2019

City of Santa Clara
The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

August 2019

City of Santa Clara

Financial Status Report as of August 31, 2019

This report summarizes the City's financial performance for the month ended August 31, 2019. 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. It is also very early in the fiscal year and year-end performance is difficult to predict at this time.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the citizens of the City.

Effective fiscal year 2019/20, the City switched from a cash basis to a modified-accrual basis, which is reflected in the tables of this report. At the end of August 2019, revenues appear to be significantly lower than prior year collections and below par due to revenue accruals. Expenditures are slightly above budgeted expectations at this time of the year. For fiscal year 2019/20, the City is still anticipated to maintain a positive operating position.

The adopted budget for both operating revenues and expenditures for fiscal year 2019/20 was $263.2 million. The amended budget for both was revised to $268.6 million due to carryover appropriations from fiscal year 2018/19.

General Fund Revenues

As of August 31, 2019, $34.3 million or 12.8% of the General Fund estimated revenue was received. Revenue is currently tracking below par of 16.7% and is also lower compared to collections through the same time last year. As mentioned above, effective July 1, 2019, the City transitioned to a modified accrual basis from a cash basis. Because of this, revenue was accrued in FY 2018/19, primarily in the taxes and intergovernmental categories.

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

	FISCAL YEAR 2019/20				PY REVENUE COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 8/31/2019	Percentage Received	Actual Through 8/31/2018	$ Change From Prior Year	Percentage Change
TAXES							
Sales Tax	$ 58,200,400	$ 58,200,400	-	0.00%	$ 9,086,715	$ (9,994,845)	-219.23%
Property Tax	64,438,315	64,438,315	68,284	0.11%	171,909	(103,625)	-60.28%
Transient Occupancy Tax	23,002,500	23,002,500	688,701	2.99%	4,898,809	(4,210,108)	-85.94%
Other Taxes	6,080,151	6,080,151	63,459	1.04%	1,272,007	(1,208,548)	-95.01%
Total Taxes	**151,721,366**	**151,721,366**	**820,444**	**0.54%**	**15,429,440**	**(15,517,126)**	**-100.57%**
LICENSES & PERMITS							
Business Licenses	959,500	959,500	144,902	15.10%	178,569	(33,667)	-18.85%
Fire Operation Permits	2,250,000	2,250,000	378,617	16.83%	-	378,617	100.00%
Building Permits	4,657,500	4,657,500	649,510	13.95%	488,810	160,700	32.88%
Electric Permits	517,500	517,500	63,936	12.35%	56,783	7,153	12.60%
Plumbing Permits	310,500	310,500	55,892	18.00%	39,479	16,413	41.57%
Mechanical Permits	258,750	258,750	52,305	20.21%	33,026	19,279	58.38%
Miscellaneous Permits	46,575	46,575	16,519	35.47%	8,131	8,388	103.16%
Total Licenses & Permits	**9,000,325**	**9,000,325**	**1,361,681**	**15.13%**	**804,798**	**556,883**	**69.20%**
FINES & PENALTIES	**1,689,225**	**1,689,225**	**117,900**	**6.98%**	**281,683**	**(163,783)**	**-58.14%**
INTERGOVERNMENTAL	**168,755**	**168,755**	**5,039,366**	**2986.20%**	**1,078,516**	**3,960,850**	**367.25%**
CHARGES FOR SERVICES	**33,144,722**	**33,144,722**	**2,864,343**	**8.64%**	**7,768,929**	**(4,904,586)**	**-63.13%**
CONTRIBUTION IN LIEU	**24,333,275**	**24,333,275**	**4,055,545**	**16.67%**	**3,849,098**	**206,447**	**5.36%**
USE OF MONEY & PROPERTY							
Interest	5,697,500	5,697,500	(457,394)	-8.03%	702,458	(1,159,852)	-165.11%
Rent	8,658,991	8,658,991	1,687,550	19.49%	1,364,362	323,188	23.69%
Total Use of Money & Property	**14,356,491**	**14,356,491**	**1,230,156**	**8.57%**	**2,066,820**	**(836,664)**	**-40.48%**
MISCELLANEOUS REVENUES	**100,001**	**100,001**	**81,606**	**81.61%**	**117,197**	**(35,591)**	**-30.37%**
LAND PROCEED	**4,050,000**	**4,050,000**	**-**	**0.00%**	**-**	**-**	**0.00%**
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,398,145	1,398,145	1,398,145	100.00%	1,447,000	(48,855)	-3.38%
Operating Transfer In - Reserves	11,290,582	11,290,582	11,290,582	100.00%	3,629,538	7,661,044	211.07%
Operating Transfer In - Fund Balances[1]		5,338,670	5,338,670	100.00%	5,835,921	(497,251)	-8.52%
Operating Transfer In - Miscellaneous	667,885	667,885	276,903	41.46%	54,250	222,653	410.42%
Total Other Financing Sources	**13,356,612**	**18,695,282**	**18,304,300**	**97.91%**	**10,966,709**	**7,337,591**	**66.91%**
STADIUM OPERATION							
Charges for Services	7,988,313	7,988,313	114,934	1.44%	828,216	(713,282)	-86.12%
Rent and Licensing	3,333,185	3,333,185	355,000	10.65%	342,288	12,712	3.71%
Total Stadium Operation	**11,321,498**	**11,321,498**	**469,934**	**4.15%**	**1,170,504**	**(700,570)**	**-59.85%**
TOTAL GENERAL FUND	**$ 263,242,270**	**$ 268,580,940**	**$ 34,345,275**	**12.79%**	**$ 43,533,694**	**$ (10,096,549)**	**-23.19%**

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2019 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0% of which the City receives 1.0%. The table shows no sales tax has been received through August 31, 2019. This is due to the City's transition to the accrual basis. All sales tax proceeds that have been received by the City through August 2019 were accrued in fiscal year 2018/19 as they were the sales tax allocations for May and June 2019.

Property Tax: The majority of property tax revenue is collected in December and April each year. It is anticipated that collections in this category will come in slightly higher than what was budgeted in fiscal year 2018/19. Similar to sales tax, the majority of the property tax received through the first two months of fiscal year 2019/20 were accrued in fiscal year 2018/19.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 9.5%. Through August 31, 2019, beyond the revenue that has been accrued and received by the City, an additional $0.6 million has been collected.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected a small portion of the budgeted estimate. This decrease in revenue compared to last year's collections through the same period is also due to the revenue accruals.

Licenses & Permits: Includes business licenses, building permits, and other building and planning permits and fees. Overall licenses and permits revenue collections are slightly below par and totaled $1.4 million, $0.6 million higher than the prior year's collections through the same period. This increase is due to the shifting of the fire operations permits from the Charges for Services category to Licenses & Permits. Building permits activity has also increased compared to last year.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue collected in this category totaled $0.1 million. This revenue category had revenue that was accrued in fiscal year 2018/19, resulting in lower current year collections through August 31, 2019.

Intergovernmental: Includes motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through August 31, 2019, collections totaled just over $5.0 million. This increase is due to a Santana West settlement payment for the Related project received from the City of San José. These funds are restricted for affordable housing and transportation improvements.

Charges for Services: Includes various plan check and zoning related fees, engineering fees, administrative fees, and community service revenue from various recreational activities. Revenue collections in this category through August totaled $2.9 million. This category reflects a lower budgeted estimate resulting from the shift of fire operations permits to Licenses & Permits.

Contribution in Lieu: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues as contribution-in-lieu of taxes. These revenues provide funding for general government services such as public safety, public works, parks and recreation, library, and administration. Through August, $4.1 million has been collected through these charges, which is consistent with the budgeted estimate.

Use of Money & Property: Includes realized investment income and rental income. Interest income and rent revenue collections totaled $1.2 million. As shown in Table 1, the interest income through August shows as negative $0.5 million. This is due to interest having been accrued last fiscal year.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of scrap, and one-time miscellaneous revenues. As of August 31, 2019, collections totaled $0.08 million, which is above par for this time of the year.

Stadium Operation: The revenue for Stadium Operations totaled approximately $0.5 million through August 31, 2019. This is well below par due to the timing of invoices and payments by the Forty Niners Management Company. A significant portion of the outstanding invoices were paid in September 2019 and not reflected in this report. In addition, Non-NFL performance based rent ($2.7 million) will not be fully collected this year. A separate downward adjustment will be recommended as part of the Budgetary Year-End Report to adjust these revenues.

General Fund Expenditures

As of August 31, 2019, $54.1 million or 20.2% of the General Fund operating budget had been expended. Expenditures in the General Fund are above expected budgeted levels at this time of the year. This can be attributed to the booking of transfers out of the General Fund to various other funds including Capital Improvement Program funds and debt service funds. Outside of the transfers, all departments are within budgeted expenditure levels.

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

	FISCAL YEAR 2019/20				PY EXPENDITURES COMPARISON		
Function	Adopted Budget	Amended Budget	Actual Through 8/31/2019	Percentage Used	Actual Through 8/31/2018	$ Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	$ 11,909,566	$ 12,232,673	$ 628,145	5.13%	$ 351,028	$ 277,117	78.94%
City Council	894,953	894,953	130,327	14.56%	122,350	7,977	6.52%
City Clerk	1,389,880	1,392,880	229,614	16.48%	401,051	(171,437)	-42.75%
City Manager	6,554,276	7,306,171	782,332	10.71%	1,014,499	(232,167)	-22.88%
City Attorney	2,260,512	2,279,523	317,303	13.92%	283,366	33,937	11.98%
Human Resources	4,409,195	4,622,757	608,298	13.16%	471,022	137,276	29.14%
Finance	15,719,734	15,940,861	2,241,797	14.06%	1,974,985	266,812	13.51%
Information Technology	-	-	-	0.00%	452,157	(452,157)	-100.00%
Total General Government	**43,138,116**	**44,669,818**	**4,937,816**	**11.05%**	**5,070,458**	**(132,642)**	**-2.62%**
PUBLIC WORKS	**23,579,460**	**24,107,621**	**3,768,809**	**15.63%**	**4,298,220**	**(529,411)**	**-12.32%**
COMMUNITY DEVELOPMENT	**14,186,780**	**15,797,068**	**2,131,898**	**13.50%**	**1,989,909**	**141,989**	**7.14%**
PARKS AND RECREATION	**22,401,233**	**23,011,286**	**3,682,546**	**16.00%**	**3,433,478**	**249,068**	**7.25%**
PUBLIC SAFETY							
Fire	52,783,063	53,171,728	9,161,371	17.23%	8,012,181	1,149,190	14.34%
Police	73,397,279	74,009,459	12,337,963	16.67%	11,031,920	1,306,043	11.84%
Total Public Safety	**126,180,342**	**127,181,187**	**21,499,334**	**16.90%**	**19,044,101**	2,455,233	**12.89%**
LIBRARY	**11,310,791**	**11,346,604**	**1,588,577**	**14.00%**	**1,825,556**	**(236,979)**	**-12.98%**
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	526,688	526,688	428,445	81.35%	885,578	(457,133)	-51.62%
Operating Transfer Out - Rental Income	-	-	-	0.00%	14,065	(14,065)	-100.00%
Operating Transfer Out - Debt Services	1,710,474	1,710,474	1,710,474	100.00%	2,501,494	(791,020)	-31.62%
Operating Transfer Out - Maintenance Districts	917,331	917,331	917,331	100.00%	-	917,331	N/A
Operating Transfer Out - Cemetery	703,490	703,490	703,490	100.00%	618,081	85,409	13.82%
Operating Transfer Out - CIP	11,643,673	11,643,673	11,643,676	100.00%	-	11,643,676	N/A
Operating Transfer Out - Reserves	344,360	344,360	-	0.00%	-	-	N/A
Total Other Financing Uses	**15,846,016**	**15,846,016**	**15,403,416**	**97.21%**	**4,019,218**	**11,384,198**	**283.24%**
STADIUM OPERATION	**6,599,532**	**6,621,340**	**1,149,015**	**17.35%**	**745,542**	**403,473**	**54.12%**
TOTAL GENERAL FUND	**$ 263,242,270**	**$ 268,580,940**	**$ 54,161,411**	**20.17%**	**$ 40,426,482**	**$ 13,734,929**	**33.98%**

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by program. Other program expenditures not described below are within expectations. Effective fiscal year 2019/20, the Information Technology budget was shifted from the General Fund to a newly established internal services fund.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. Through August 31, 2019, expenditures were at 5.1% of budget, primarily due to lower expenditures in the salary and benefits and materials, services and supplies categories.

City Manager: The actual expenditures through August 31, 2019 were at 10.7% of the budget. This is primarily due to lower than anticipated spending in the contractual services category. This is expected to increase as the year progresses.

Community Development: Consists of three divisions: Planning, Building, and Housing and Community Services. Departmental expenditures totaled $2.1 million as of August 31, 2019 and are close to budgeted levels.

Fire Department: Actual expenditures totaled $9.2 million and are slightly above budgeted levels. While salary and benefits expenditures in the Fire Department are tracking slightly above budget, expenditures in other categories, including materials/services/supplies are below budgeted levels.

Police Department: Expenditures through August 31, 2019 totaled $12.3 million, which is at par through time of year.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled $1.1 million through August 31, 2019 and is tracking slightly above budgeted levels.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of August 31, 2019. The amended budget for both has been revised due to carryover appropriations from fiscal year 2018/19. The revenues received through the end of the second month of the year totaled $0.4 million, while expenditures totaled $0.8 million.

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

	REVENUES - FISCAL YEAR 2019/20				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 8/31/2019	Percentage received	Actual Through 8/31/2018	$ Change From Prior Year	Percent Change
Housing Authority Fund	$ 260,000	$ 274,831	$ 71,213	25.91%	$ 19,498	$ 51,715	265.23%
City Affordable Housing Fund	696,703	1,084,543	29,719	2.74%	23,160	6,559	28.32%
Housing Successor Fund	12,031,000	12,084,817	221,430	1.83%	737,254	(515,824)	-69.97%
Housing and Urban Development	2,626,117	3,339,182	41,724	1.25%	468,742	(427,018)	-91.10%
TOTAL	**$15,613,820**	**$ 16,783,373**	**$ 364,086**	**2.17%**	**$ 1,248,654**	**$ (884,568)**	**-70.84%**

	EXPENDITURES - FISCAL YEAR 2019/20				PRIOR YEAR EXPENDITURE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual through 8/31/2019	Percentage used	Actual through 8/31/2018	$ Change From Prior Year	Percent Change
Housing Authority Fund	$ 546,623	$ 561,454	$ 19,119	3.41%	$ 3,710	$ 15,409	415.34%
City Affordable Housing Fund	1,520,735	1,908,575	194,592	10.20%	62,421	132,171	211.74%
Housing Successor Fund	12,592,389	12,646,206	49,276	0.39%	113,170	(63,894)	-56.46%
Housing and Urban Development	3,846,296	4,559,361	536,984	11.78%	302,515	234,469	77.51%
TOTAL	**$18,506,043**	**$ 19,675,596**	**$ 799,971**	**4.07%**	**$ 481,816**	**$ 318,155**	**66.03%**

Governmental Capital Improvement Funds

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 lists the total amended budget amount which consists of current year appropriations and prior year carryover balances in Governmental Capital Improvement Funds.

As of August 31, 2019, these capital fund expenditures were at $5.4 million. Expenditures are anticipated to increase as departments continue to make progress on approved capital projects.

CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENDITURES

	EXPENDITURES - FISCAL YEAR 2019/20				
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 8/31/2019	Percentage Used
Parks & Recreation	$ 2,319,415	$ 27,755,989	$ 30,075,404	$ 2,636,756	8.77%
Streets & Highways	18,157,298	39,683,426	57,840,724	2,244,054	3.88%
Storm Drain	4,950,506	3,356,378	8,306,884	63,702	0.77%
Fire	665,050	676,627	1,341,677	102,831	7.66%
Library	10,633	272,238	282,871	20,574	7.27%
Public Buildings	3,947,572	7,902,803	11,850,375	142,038	1.20%
General Gov't - Other	1,793,083	12,938,675	14,731,758	185,843	1.26%
				-	
TOTAL	**$ 31,843,557**	**$ 92,586,136**	**$ 124,429,693**	**$ 5,395,798**	**4.34%**

Enterprise Funds

The table below is a summary of revenues and expenses of Enterprise Operating Funds as of August 31, 2019. On both the revenue and expense sides, the enterprise funds are below budgeted levels.

Effective fiscal year 2019/20, the City switched from a cash basis budgetary reporting to an accrual basis, which is reflected in the tables of this report. At the end of August 2019, revenues appear to be significantly lower than prior year collections and below par due to revenue accruals booked in fiscal year 2018/19 and received in fiscal year 2019/20. As a result, the comparison of prior year revenue and expenditure in this report will display significant variances. For fiscal year 2019/20, the City is still anticipated to maintain a positive operating position.

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

	REVENUES - FISCAL YEAR 2019/20				PRIOR YEAR REVENUE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual Through 8/31/2019	Percentage received	Actual Through 8/31/2018	$ Change From Prior Year	Percent Change
Electric Utility Fund	$ 516,210,630	$ 517,124,077	$ 55,365,548	10.71%	$ 76,009,992	$ (20,644,444)	-27.16%
Water Utility Fund	53,411,144	56,080,779	7,485,971	13.35%	9,670,668	(2,184,697)	-22.59%
Sewer Utility Fund	94,169,500	94,259,046	4,474,372	4.75%	6,974,936	(2,500,564)	-35.85%
Cemetery Fund	645,150	645,150	77,968	12.09%	126,630	(48,662)	-38.43%
Solid Waste Utility Fund	28,033,703	28,760,383	2,816,884	9.79%	4,220,251	(1,403,367)	-33.25%
Water Recycling Fund	6,769,200	7,779,200	898,303	11.55%	1,829,823	(931,520)	-50.91%
TOTAL REVENUE	**$ 699,239,327**	**$ 704,648,635**	**$ 71,119,046**	**10.09%**	**$ 98,832,300**	**$ (27,713,254)**	**-28.04%**

	EXPENSES - FISCAL YEAR 2019/20				PRIOR YEAR EXPENSE COMPARISON		
Fund Description	Adopted Budget	Amended Budget	Actual through 8/31/2019	Percentage Used	Actual through 8/31/2018	$ Change From Prior Year	Percent Change
Electric Utility Fund	$ 486,468,491	$ 487,381,938	$ 71,960,135	14.76%	$ 79,448,749	$ (7,488,614)	-9.43%
Water Utility Fund	46,449,085	49,118,720	5,760,671	11.73%	8,768,295	(3,007,624)	-34.30%
Sewer Utility Fund	28,451,451	28,540,997	5,589,863	19.59%	5,691,468	(101,605)	-1.79%
Cemetery Fund	1,399,333	1,399,333	194,210	13.88%	231,994	(37,784)	-16.29%
Solid Waste Utility Fund	27,470,657	28,197,337	2,105,754	7.47%	3,053,634	(947,880)	-31.04%
Water Recycling Fund	5,349,013	6,359,013	1,173,023	18.45%	1,134,375	38,648	3.41%
TOTAL - Operating Appropriations	**$ 595,588,030**	**$ 600,997,338**	**$ 86,783,656**	**14.44%**	**$ 98,328,515**	**$ (11,544,859)**	**-11.74%**

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through August totaled $9.7 million. Similar to the general government capital funds, expenditures are anticipated to increase as departments continue to make progress on approved capital projects.

	EXPENSES - FISCAL YEAR 2019/20					Prior Year
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 8/31/2019	Percentage Used	Actual Through 8/31/2018
Electric Utility Fund	$ 32,786,312	$ 109,524,615	$ 142,310,927	$ 4,486,322	3.15%	$ 3,827,453
Street Lighting [1]	50,000	5,927,148	5,977,148	5,395	0.09%	22,067
Water Utility Fund	7,180,000	13,953,550	21,133,550	307,421	1.45%	259,317
Sewer Utility Fund	57,309,651	26,007,778	83,317,429	4,921,824	5.91%	2,612,423
Solid Waste Utility Fund	490,000	360,338	850,338	28,577	3.36%	86,772
Water Recycling Fund	50,000	-	50,000	-	-	-
TOTAL - CIP Appropriations	**$ 97,865,963**	**$ 155,773,429**	**$ 253,639,392**	**$ 9,749,539**	**3.84%**	**$ 6,808,032**

(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).
- 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:

- Building Inspection Reserve accounts for surplus funds from user fees in the Community Development Department's Building Inspection Division and is restricted to fund Building Division costs.
- 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 and is available to be appropriated for General Fund expenditures.
- The Electric Utility Reserve assures that rates were set properly, and 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 Water Conservation Reserve is to enhance water conservation activities in response to the drought.

The table below summarizes select reserve balances. Staff will come back in the Budgetary Year-End Report to adjust for actual FY 2018/19 performance.

City of Santa Clara

Financial Status Report as of August 31, 2019

DETAIL OF SELECTED FUND RESERVE BALANCES:

	GENERAL FUND	ELECTRIC	WATER	SEWER
Budget Stabilization Reserve	$ 61,404,948			
Capital Projects Reserve	13,053,759			
Land Sale Reserve	21,531,838			
Building Inspection Reserve	9,172,673			
Technology Fee Reserve	284,129			
Rate Stabilization Fund Reserve		$ 25,000,000		
Cost Reduction Fund Reserve		95,708,577		
DVR Power Plant Contracts Reserve		5,078,163		
Replacement & Improvement			$ 303,090	$ 1,507,553
Water Conservation			33,125	
TOTALS	**$ 105,447,347**	**$ 125,786,740**	**$ 336,215**	**$ 1,507,553**

Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The loan from the General Fund to for Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

Fund Receiving Advance/Loan	Fund Making Advance/Loan	Type	Amount of Advance/ Commitment
Cemetery	General Fund	Advance	$ 6,339,380
Santa Clara Golf & Tennis Club	General Fund	Advance	4,224,134
Parks and Recreation Facilities	General Fund	Loan	10,227,098
TOTALS			**$ 20,790,612**

Donations to the City of Santa Clara

Donations received by department during the month of August 2019 and for fiscal year 2019/20 are shown in the table below.

Department	Aug-19	Fiscal Year 2019/20 Year To Date	Donor	Designated Use
City Manager's Office	$ 50	$ 150	Various	Help Your Neighbor
Parks and Recreation	16,150	16,150	Various	Various Parks and Recreation Programs
TOTALS	**$ 16,200**	**$ 16,300**		

City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

August 2019

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 August 31, 2019 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 August 31, 2019.

	BOOK VALUE	PERCENTAGE
City	$722,851,764	99.46%
SOSA	509,991	0.07%
HA	3,404,410	0.47%
Unrestricted	$726,766,165	100.00%
Restricted Bond Proceeds	2,126,812	
Total Investments	$728,892,977	

On August 31, 2019 the book value and market value of the City's unrestricted pooled investment portfolio were $726,766,165 and $736,587,063, respectively.

Investment Strategy and Market Update

The City's investment strategy for August 2019 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.

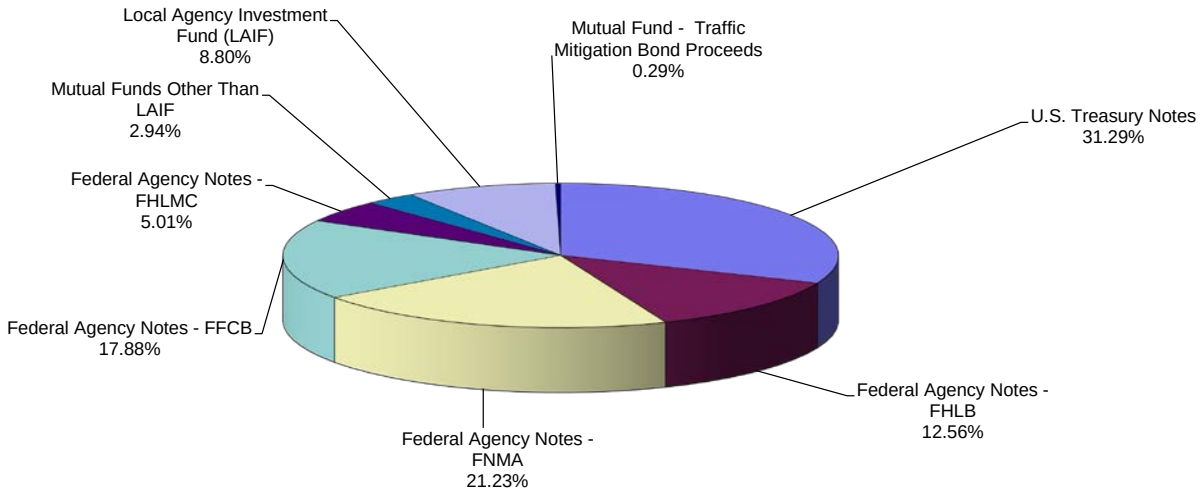
As of August 31, 2019, 56.68% of the City's portfolio consists of securities issued by four different Federal Agencies. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 2.03 years and the City's portfolio yield vs. the 24-month moving average yield of two-year Treasury Notes (Benchmark Yield*) was as follows:

PERIOD	CITY'S PORTFOLIO YIELD	BENCHMARK YIELD*	AVERAGE MATURITY (YEARS)
August 2019	2.04%	2.24%	2.03
July 2019	2.02%	2.23%	2.02
August 2018	1.66%	1.68%	2.00

*Beginning March 2019, the Benchmark Yield was revised from a 12-month moving average yield of two-year Treasury Notes to a 24-month moving average yield of two-year Treasury Notes to provide for a better measurement of the portfolio's performance by more closely approximating the benchmark with the portfolio's target weighted average maturity of less than three years. The August 2018 Benchmark Yield has been updated to reflect a 24-month moving average yield.

CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS AUGUST 31, 2019

INVESTMENT TYPE	BOOK VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	228,057,019	31.29%	No Limit
Federal Agency Notes - FHLB	91,533,793	12.56%	40%
Federal Agency Notes - FNMA	154,768,323	21.23%	40%
Federal Agency Notes - FFCB	130,324,930	17.88%	40%
Federal Agency Notes - FHLMC	36,504,293	5.01%	40%
Mutual Funds Other Than LAIF	21,462,608	2.94%	10% Per Fund
Local Agency Investment Fund (LAIF)	64,115,199	8.80%	$65 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,126,812	0.29%	10% Per Fund
TOTAL INVESTMENTS	$ 728,892,977	100.00%	

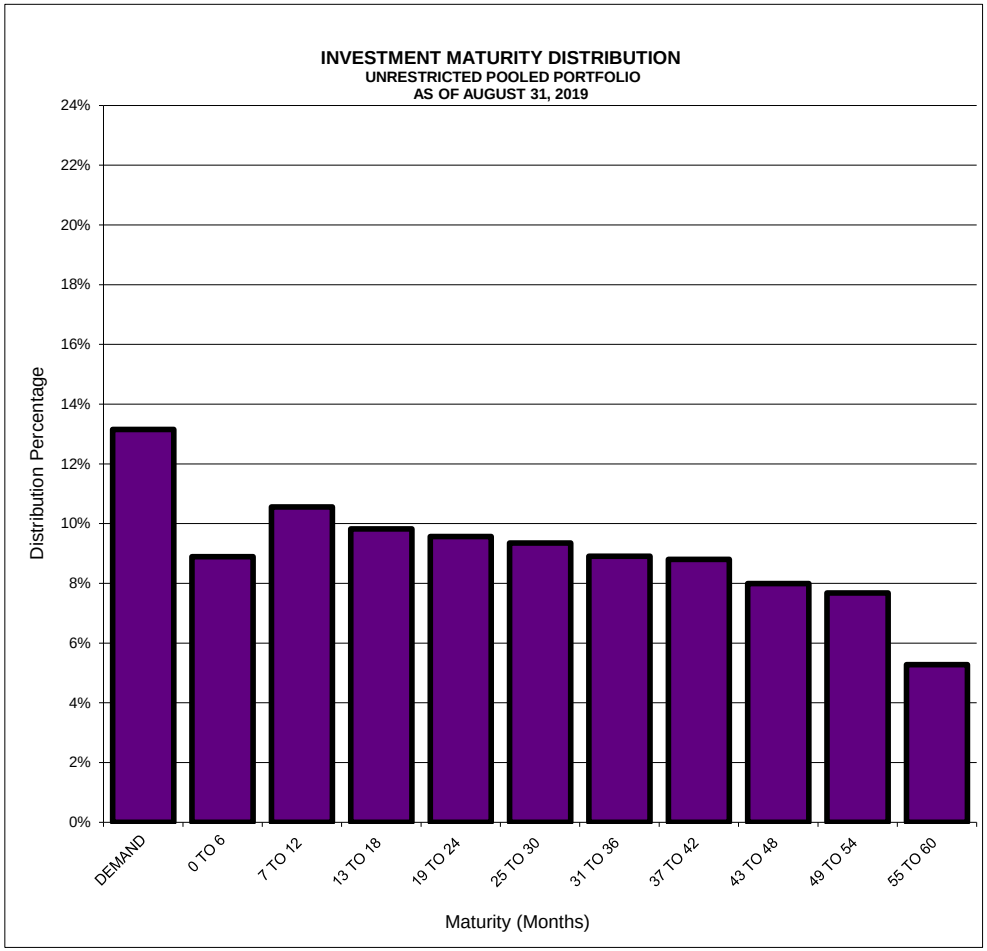


INVESTMENT MATURITY DISTRIBUTION
AS OF AUGUST 31, 2019
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 95,577,807 (a)	3	13.15%
0 TO 6	64,603,279	8	8.89%
7 TO 12	76,716,599	12	10.56%
13 TO 18	71,392,248	9	9.82%
19 TO 24	69,579,770	13	9.57%
25 TO 30	67,968,898	13	9.35%
31 TO 36	64,721,708	12	8.91%
37 TO 42	63,926,025	11	8.80%
43 TO 48	58,078,713	9	7.99%
49 TO 54	55,840,553	11	7.68%
55 TO 60	38,360,565	8	5.28%
TOTAL	$ 726,766,165	109	100.00%

Average Maturity of Unrestricted Pool: 2.03 Years

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



CITY OF SANTA CLARA

List of Securities Brokers and Primary Dealers
in U.S. Government Securities and Mutual Funds

Raymond James

Higgins Capital, Inc.

Wedbush Securities

Cantor Fitzgerald & Company

Mutual Securities, Inc.

UnionBanc Investment Services, LLC.

Ladenburg Thalmann & Co. Inc.

UBS Financial Services

All individuals securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with Wells Fargo Bank, N.A..

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

(RPTMKT)

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INVESTMENTS OUTSTANDING AS OF 08/31/19
MAJOR SORT KEY IS ICC#

	INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A	17356	TREASURY NOTES	9128282J8	25	1	1.5000	5,000,000.00	4,986,135.00	9,782.61	10,664.57
		07/09/19 07/15/20		30	000	1.9992	4,975,470.43	99.72270000000	IDC	
A	17296	TREASURY NOTES	912828Q37	25	1	1.2500	5,000,000.00	4,971,290.00	26,297.81	24,401.77
		02/14/17 03/31/21		31	000	1.8037	4,946,888.23	99.42580000000	IDC	
A	17322	TREASURY NOTES	9128284G2	25	1	2.3750	5,000,000.00	5,060,155.00	45,099.04	87,674.93
		06/19/18 04/15/21		34	000	2.6621	4,972,480.07	101.2031000000	IDC	
A	17343	TREASURY NOTES	912828WR7	25	1	2.1250	5,000,000.00	5,050,585.00	18,189.54	86,477.63
		02/19/19 06/30/21		31	000	2.4962	4,964,107.37	101.0117000000	IDC	
A	17338	TREASURY NOTES	9128285F3	25	1	2.8750	5,000,000.00	5,140,625.00	54,593.58	100,938.94
		01/17/19 10/15/21		31	000	2.5432	5,039,686.06	102.8125000000	IDC	
A	17321	TREASURY NOTES	912828U65	25	1	1.7500	10,000,000.00	10,056,250.00	44,467.21	305,732.30
		05/22/18 11/30/21		31	000	2.8056	9,750,517.70	100.5625000000	IDC	
A	17306	TREASURY NOTES	912828U81	25	1	2.0000	5,000,000.00	5,057,420.00	17,119.57	47,273.04
		11/09/17 12/31/21		30	000	1.9150	5,010,146.96	101.1484000000	IDC	
A	17312	TREASURY NOTES	912828V72	25	1	1.8750	5,000,000.00	5,045,900.00	8,152.17	123,526.31
		02/26/18 01/31/22		31	000	2.5306	4,922,373.69	100.9180000000	IDC	
A	17297	TREASURY NOTES	912828J43	25	1	1.7500	5,000,000.00	5,034,765.00	43,990.38	79,814.37
		03/03/17 02/28/22		25	000	2.0678	4,954,950.63	100.6953000000	IDC	
A	17334	TREASURY NOTES	912828J43	25	1	1.7500	5,000,000.00	5,034,765.00	43,990.38	179,289.58
		12/14/18 02/28/22		34	000	2.7633	4,855,475.42	100.6953000000	IDC	
A	17309	TREASURY NOTES	912828W89	25	1	1.8750	5,000,000.00	5,051,955.00	39,446.72	122,029.44
		01/25/18 03/31/22		34	000	2.3684	4,929,925.56	101.0391000000	IDC	
A	17308	TREASURY NOTES	912828X47	25	1	1.8750	5,000,000.00	5,053,710.00	31,589.67	122,712.69
		01/22/18 04/30/22		30	000	2.3610	4,930,997.31	101.0742000000	IDC	
A	17300	TREASURY NOTES	912828XD7	25	1	1.8750	5,000,000.00	5,058,205.00	23,821.72	43,609.77
		06/09/17 05/31/22		33	000	1.7728	5,014,595.23	101.1641000000	IDC	
A	17335	TREASURY NOTES	912828XG0	25	1	2.1250	5,000,000.00	5,096,485.00	18,189.54	169,601.99
		12/21/18 06/30/22		30	000	2.6384	4,926,883.01	101.9297000000	IDC	
A	17315	TREASURY NOTES	9128282P4	25	1	1.8750	5,000,000.00	5,061,330.00	8,152.17	162,401.45
		03/27/18 07/31/22		30	000	2.5915	4,898,928.55	101.2266000000	IDC	
A	17303	TREASURY NOTES	912828L24	25	1	1.8750	5,000,000.00	5,064,060.00	47,132.55	70,455.00
		09/29/17 08/31/22		25	000	1.9133	4,993,605.00	101.2812000000	IDC	
A	17304	TREASURY NOTES	912828L57	25	1	1.7500	5,000,000.00	5,047,460.00	36,816.94	82,021.30
		10/06/17 09/30/22		34	000	1.9583	4,965,438.70	100.9492000000	IDC	
A	17318	TREASURY NOTES	9128282W9	25	1	1.8750	5,000,000.00	5,067,580.00	39,446.72	209,138.02
		04/20/18 09/30/22		31	000	2.7400	4,858,441.98	101.3516000000	IDC	
A	17305	TREASURY NOTES	912828M49	25	1	1.8750	5,000,000.00	5,068,750.00	31,589.67	101,309.42
		10/31/17 10/31/22		31	000	2.0717	4,967,440.58	101.3750000000	IDC	
A	17307	TREASURY NOTES	912828M80	25	1	2.0000	5,000,000.00	5,089,455.00	25,409.84	117,342.77
		12/18/17 11/30/22		30	000	2.1689	4,972,112.23	101.7891000000	IDC	
A	17320	TREASURY NOTES	912828N30	25	1	2.1250	10,000,000.00	10,226,170.00	36,379.08	457,804.39
		05/15/18 12/31/22		34	000	2.8356	9,768,365.61	102.2617000000	IDC	
A	17311	TREASURY NOTES	912828P38	25	1	1.7500	5,000,000.00	5,053,125.00	7,608.70	186,574.74
		02/14/18 01/31/23		32	000	2.5665	4,866,550.26	101.0625000000	IDC	
A	17314	TREASURY NOTES	912828P79	25	1	1.5000	10,000,000.00	10,025,000.00	75,412.09	464,759.04
		02/28/18 02/28/23		34	000	2.6828	9,560,240.96	100.2500000000	IDC	
A	17317	TREASURY NOTES	912828Q29	25	1	1.5000	10,000,000.00	10,029,300.00	63,114.75	448,163.14
		04/11/18 03/31/23		25	000	2.6243	9,581,136.86	100.2930000000	IDC	

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

(RPTMKT)

RUN: 09/03/19 10:05:17

INVESTMENTS OUTSTANDING AS OF 08/31/19
MAJOR SORT KEY IS ICC#

	INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A	17319	TREASURY NOTES	912828R28	25	1	1.6250	10,000,000.00	10,070,700.00	54,755.43	515,148.27
		05/09/18 04/30/23		31	000	2.8244	9,555,551.73	100.7070000000	IDC	
A	17323	TREASURY NOTES	912828R69	25	1	1.6250	10,000,000.00	10,072,660.00	41,290.98	495,826.10
		07/17/18 05/31/23		32	000	2.7633	9,576,833.90	100.7266000000	IDC	
A	17339	TREASURY NOTES	912828S35	25	1	1.3750	5,000,000.00	4,990,235.00	11,769.70	210,989.80
		01/17/19 06/30/23		34	000	2.5493	4,779,245.20	99.80470000000	IDC	
A	17326	TREASURY NOTES	912828Y61	25	1	2.7500	5,000,000.00	5,249,805.00	11,956.52	277,566.41
		09/18/18 07/31/23		32	000	2.8995	4,972,238.59	104.9961000000	IDC	
A	17328	TREASURY NOTES	912828Y61	25	1	2.7500	5,000,000.00	5,249,805.00	11,956.52	289,052.31
		09/28/18 07/31/23		33	000	2.9617	4,960,752.69	104.9961000000	IDC	
A	17324	TREASURY NOTES	9128282D1	25	1	1.3750	5,000,000.00	4,991,795.00	34,563.87	302,793.69
		09/13/18 08/31/23		31	000	2.8673	4,689,001.31	99.83590000000	IDC	
A	17330	TREASURY NOTES	912828T26	25	1	1.3750	7,500,000.00	7,487,400.00	43,391.39	497,396.08
		11/14/18 09/30/23		31	000	3.0114	6,990,003.92	99.83200000000	IDC	
A	17340	TREASURY NOTES	912828T91	25	1	1.6250	5,000,000.00	5,041,210.00	27,377.72	242,147.77
		01/28/19 10/31/23		31	000	2.5795	4,799,062.23	100.8242000000	IDC	
A	17345	TREASURY NOTES	912828U57	25	1	2.1250	5,000,000.00	5,144,530.00	26,997.95	222,906.12
		02/28/19 11/30/23		34	000	2.4964	4,921,623.88	102.8906000000	IDC	
A	17346	TREASURY NOTES	912828V23	25	1	2.2500	5,000,000.00	5,173,635.00	19,259.51	213,199.32
		03/14/19 12/31/23		30	000	2.4370	4,960,435.68	103.4727000000	IDC	
A	17342	TREASURY NOTES	912828V80	25	1	2.2500	5,000,000.00	5,176,365.00	9,782.61	234,133.52
		02/14/19 01/31/24		32	000	2.5246	4,942,231.48	103.5273000000	IDC	
A	17347	TREASURY NOTES	912828W48	25	1	2.1250	5,000,000.00	5,152,735.00	53,416.90	225,785.00
		03/20/19 02/29/24		25	000	2.4403	4,932,724.46	103.0547000000	IDC	
A	17352	TREASURY NOTES	912828W71	25	1	2.1250	5,000,000.00	5,155,860.00	44,706.29	200,781.87
		04/30/19 03/31/24		32	000	2.3192	4,963,787.15	103.1172000000	IDC	
A	17353	TREASURY NOTES	912828X70	25	1	2.0000	5,000,000.00	5,130,860.00	33,695.66	178,125.62
		05/17/19 04/30/24		31	000	2.2024	4,957,353.95	102.6172000000	IDC	
A	17359	TREASURY NOTES	912828WJ5	25	1	2.5000	5,000,000.00	5,245,705.00	37,024.45	785.00
		08/16/19 05/15/24		25	000	1.4289	5,276,509.67	104.9141000000	IDC	
A	17361	TREASURY NOTES	912828XX3	25	1	2.0000	5,000,000.00	5,135,740.00	17,119.57	
		08/30/19 06/30/24		32	000	1.4143	5,152,904.22	102.7148000000	IDC	-588.13
	SUBTOTAL (Inv Type) 12 TREASURY NOTES		31.93%(M)			1.8939	232,500,000.00	235,899,515.00	1,274,857.52	7,910,353.48
						2.4588	228,057,018.46	101.4621570000		-588.13
A	17219	FHLB MEDIUM TERM NOTES	3130A0JR2	25	1	2.3750	7,250,000.00	7,257,892.35	37,307.29	
		10/08/15 12/13/19		25	000	1.3001	7,287,666.67	100.1088600000	IDC	-29,774.32
A	17280	FHLB MEDIUM TERM NOTES	313378J77	25	1	1.8750	5,000,000.00	4,999,058.35	43,750.00	
		11/09/16 03/13/20		31	000	1.1239	5,036,769.26	99.98116700000	IDC	-37,710.91
A	17256	FHLB MEDIUM TERM NOTES	313370US5	25	1	2.8750	5,000,000.00	5,056,577.70	67,881.94	
		07/22/16 09/11/20		31	000	1.1759	5,124,160.42	101.1315540000	IDC	-67,582.72
A	17282	FHLB MEDIUM TERM NOTES	3130A1W95	25	1	2.2500	5,000,000.00	5,059,544.50	25,000.00	6,525.29
		11/18/16 06/11/21		33	000	1.6966	5,053,019.21	101.1908900000	IDC	
A	17286	FHLB MEDIUM TERM NOTES	3130A8QS5	25	1	1.1250	5,000,000.00	4,962,728.30	7,343.75	28,571.01
		11/29/16 07/14/21		30	000	1.8143	4,934,157.29	99.25456600000	IDC	

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

(RPTMKT) RUN: 09/03/19 10:05:17

INVESTMENTS OUTSTANDING AS OF 08/31/19
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17277	FHLB MEDIUM TERM NOTES	313378JP7	25	1	2.3750	5,000,000.00	5,077,806.40	56,406.25	
	11/01/16 09/10/21		31	000	1.4290	5,113,966.63	101.5561280000	IDC	-36,160.23
A 17341	FHLB MEDIUM TERM NOTES	3130AFFN2	25	1	3.0000	5,000,000.00	5,163,317.70	33,750.00	103,128.64
	02/11/19 12/10/21		25	000	2.4972	5,060,189.06	103.2663540000	IDC	
A 17333	FHLB MEDIUM TERM NOTES	313383WD9	25	1	3.1250	5,000,000.00	5,234,999.25	74,652.78	197,734.10
	12/13/18 09/09/22		31	000	2.8980	5,037,265.15	104.6999850000	IDC	
A 17336	FHLB MEDIUM TERM NOTES	3130A0F70	25	1	3.3750	5,000,000.00	5,392,594.95	38,906.25	257,171.09
	01/09/19 12/08/23		34	000	2.7275	5,135,423.86	107.8518990000	IDC	
A 17350	FHLB MEDIUM TERM NOTES	3130AB3H7	25	1	2.3750	5,000,000.00	5,201,595.80	57,065.97	202,800.80
	04/12/19 03/08/24		34	000	2.3800	5,010,010.28	104.0319160000	IDC	
	SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES	7.23%(M)			2.4758	52,250,000.00	53,406,115.30	442,064.23	795,930.93
					1.8782	52,792,627.83	102.2126610000		-171,228.18
A 17294	FHLB COUPON NOTES	3130AAJZ2	25	1	1.7500	3,750,000.00	3,750,867.30	22,604.17	867.30
	01/27/17 04/27/20		32	000	1.7500	3,750,000.00	100.0231280000	IDC	
A 17253	FHLB COUPON NOTES	3130A8NS8	25	1	1.2400	5,000,000.00	4,967,872.05	8,266.67	
	07/13/16 07/13/20		25	000	1.2824	4,997,938.91	99.35744100000	IDC	-30,066.86
A 17235	FHLB COUPON NOTES	3130A7CT0	25	1	1.5600	10,000,000.00	9,956,468.60	2,166.67	
	02/26/16 08/26/20		26	000	1.5669	9,999,333.54	99.56468600000	IDC	-42,864.94
A 17278	FHLB COUPON NOTES	3130A9MG3	25	1	1.5000	5,000,000.00	4,966,558.75	31,458.33	
	11/01/16 09/30/21		34	000	1.5508	4,993,892.98	99.33117500000	IDC	-27,334.23
A 17299	FHLB COUPON NOTES	3130ABH66	25	1	2.0800	5,000,000.00	5,000,070.25	27,733.33	70.25
	05/25/17 05/25/22		30	000	2.0800	5,000,000.00	100.0014050000	IDC	
A 17354	FHLB COUPON NOTES	3130AGMK8	25	1	2.2200	5,000,000.00	5,037,836.65	19,425.00	37,836.65
	06/28/19 06/28/24		31	000	2.2200	5,000,000.00	100.7567330000	IDC	
A 17360	FHLB COUPON NOTES	3130AGXF7	25	1	1.6500	5,000,000.00	5,005,683.55	1,145.83	5,683.55
	08/26/19 08/26/24		33	000	1.6500	5,000,000.00	100.1136710000	IDC	
	SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES	5.24%(M)			1.6933	38,750,000.00	38,685,357.15	112,800.00	44,457.75
					1.7071	38,741,165.43	99.83318000000		-100,266.03
A 17252	FNMA COUPON NOTE	3136G3WV3	25	1	1.1000	10,000,000.00	9,993,738.40	46,138.89	
	06/30/16 09/30/19		32	000	1.1000	10,000,000.00	99.93738400000	IDC	-6,261.60
A 17260	FNMA COUPON NOTE	3135G0J95	25	1	1.3500	5,000,000.00	4,994,845.55	23,062.50	
	07/26/16 10/28/19		33	000	1.3508	4,999,977.04	99.89691100000	IDC	-5,131.49
A 17246	FNMA COUPON NOTE	3136G3QV0	25	1	1.5000	10,000,000.00	9,982,666.10	40,000.00	
	05/25/16 02/25/20		33	000	1.5000	10,000,000.00	99.82666100000	IDC	-17,333.90
A 17275	FNMA COUPON NOTE	3135G0Q63	25	1	1.3000	5,000,000.00	4,980,994.20	27,263.89	
	10/24/16 03/30/20		31	000	1.3095	4,999,533.92	99.61988400000	IDC	-18,539.72
A 17273	FNMA COUPON NOTE	3136G4DC4	25	1	1.3000	5,000,000.00	4,983,581.85	11,013.89	
	10/13/16 06/30/20		32	000	1.3139	4,999,327.06	99.67163700000	IDC	-15,745.21
A 17258	FNMA COUPON NOTE	3136G3S89	25	1	1.4200	4,025,000.00	4,015,040.74	5,397.97	
	07/27/16 07/27/20		26	000	1.4200	4,025,000.00	99.75256500000	IDC	-9,959.26
A 17259	FNMA COUPON NOTE	3136G3T39	25	1	1.3500	5,000,000.00	4,978,889.55	6,187.50	
	07/28/16 07/28/20		25	000	1.3500	5,000,000.00	99.57779100000	IDC	-21,110.45

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

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(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 08/31/19
MAJOR SORT KEY IS ICC#

	INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A	17251	FNMA COUPON NOTE	3136G3WY7	25	1	1.2700	10,000,000.00	9,958,420.20	53,269.44	
		06/30/16 09/30/20		26	000	1.2700	10,000,000.00	99.58420200000	IDC	-41,579.80
A	17270	FNMA COUPON NOTE	3136G4BD4	25	1	1.3500	5,540,000.00	5,520,941.74	31,578.00	
		09/29/16 03/29/21		33	000	1.3500	5,540,000.00	99.65598800000	IDC	-19,058.26
A	17266	FNMA COUPON NOTE	3136G33W3	25	1	1.5000	5,800,000.00	5,776,325.56	22,475.00	
		08/30/16 05/28/21		26	000	1.5000	5,800,000.00	99.59182000000	IDC	-23,674.44
A	17267	FNMA COUPON NOTE	3136G33W3	25	1	1.5000	4,200,000.00	4,182,856.44	16,275.00	
		08/30/16 05/28/21		26	000	1.5000	4,200,000.00	99.59182000000	IDC	-17,143.56
A	17262	FNMA COUPON NOTE	3136G3T21	25	1	1.6000	5,000,000.00	5,000,460.80	7,555.56	460.80
		07/27/16 07/27/21		34	000	1.6000	5,000,000.00	100.0092160000	IDC	
A	17276	FNMA COUPON NOTE	3136G4CY7	25	1	1.5000	3,400,000.00	3,387,848.16	21,391.67	
		11/01/16 09/30/21		26	000	1.5423	3,396,535.56	99.64259300000	IDC	-8,687.40
A	17272	FNMA COUPON NOTE	3136G4EV1	25	1	1.6250	5,000,000.00	5,000,400.05	27,760.42	400.05
		10/28/16 10/28/21		32	000	1.6250	5,000,000.00	100.0080010000	IDC	
	SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE		11.20%(M)			1.3815	82,965,000.00	82,757,009.34	339,369.73	860.85
						1.3847	82,960,373.58	99.74930300000		-204,225.09
A	17215	FNMA MEDIUM TERM NOTE	3136G0T68	25	1	1.3300	10,000,000.00	9,989,160.40	46,919.44	
		09/23/15 10/24/19		25	000	1.3842	9,997,377.35	99.89160400000	IDC	-8,216.95
A	17225	FNMA MEDIUM TERM NOTE	3135G0A78	25	1	1.6250	10,000,000.00	9,987,688.30	18,055.56	
		10/21/15 01/21/20		34	000	1.3745	10,012,137.15	99.87688300000	IDC	-24,448.85
A	17226	FNMA MEDIUM TERM NOTE	3135G0D75	25	1	1.5000	10,000,000.00	9,970,920.30	28,749.99	
		10/23/15 06/22/20		26	000	1.4280	10,006,918.72	99.70920300000	IDC	-35,998.42
A	17238	FNMA MEDIUM TERM NOTE	3135G0F73	25	1	1.5000	10,000,000.00	9,980,150.50	37,916.67	
		03/17/16 11/30/20		32	000	1.6011	9,985,404.71	99.80150500000	IDC	-5,254.21
A	17279	FNMA MEDIUM TERM NOTE	3135G0H55	25	1	1.8750	5,000,000.00	5,015,229.35	16,406.25	
		11/16/16 12/28/20		25	000	1.5842	5,021,037.66	100.3045870000	IDC	-5,808.31
A	17248	FNMA MEDIUM TERM NOTE	3136G02F7	25	1	1.6000	2,000,000.00	2,000,227.44	10,133.33	
		06/03/16 05/07/21		26	000	1.4741	2,004,836.91	100.0113720000	IDC	-4,609.47
A	17268	FNMA MEDIUM TERM NOTE	3135G0N82	25	1	1.2500	10,000,000.00	9,941,474.50	4,861.10	
		08/25/16 08/17/21		31	000	1.2981	9,990,724.42	99.41474500000	IDC	-49,249.92
A	17271	FNMA MEDIUM TERM NOTE	3135G0Q89	25	1	1.3750	5,000,000.00	4,981,709.35	27,500.00	
		10/11/16 10/07/21		31	000	1.4501	4,990,980.24	99.63418700000	IDC	-9,270.89
A	17329	FNMA MEDIUM TERM NOTE	3135G0S38	25	1	2.0000	5,000,000.00	5,050,259.50	15,555.56	170,077.01
		10/11/18 01/05/22		32	000	3.0125	4,880,182.49	101.0051900000	IDC	
A	17310	FNMA MEDIUM TERM NOTE	3135G0T78	25	1	2.0000	5,000,000.00	5,079,449.60	40,555.56	161,099.60
		01/29/18 10/05/22		26	000	2.4969	4,918,350.00	101.5889920000	IDC	
	SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE		9.75%(M)			1.5475	72,000,000.00	71,996,269.24	246,653.46	331,176.61
						1.6151	71,807,949.65	99.99481800000		-142,857.02
A	17234	FFCB MEDIUM TERM NOTES	3133EFYZ4	25	1	1.3750	10,000,000.00	9,964,048.70	8,020.83	
		02/18/16 02/10/21		26	000	1.4900	9,983,400.22	99.64048700000	IDC	-19,351.52
A	17357	FFCB MEDIUM TERM NOTES	3133EKVE3	25	1	1.8500	5,000,000.00	5,048,338.40	10,791.67	54,038.40
		07/19/19 07/19/22		25	000	1.8893	4,994,300.00	100.9667680000	IDC	

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

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INVESTMENTS OUTSTANDING AS OF 08/31/19
MAJOR SORT KEY IS ICC#

	INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A	17358	FFCB MEDIUM TERM NOTES	3133EKYJ9	25	1	1.8500	5,000,000.00	5,047,984.40	6,680.56	18,184.40
		08/14/19 08/05/22		26	000	1.6438	5,032,112.50	100.9596880000	IDC	
A	17316	FFCB MEDIUM TERM NOTES	3133EJGU7	25	1	2.7100	5,000,000.00	5,186,888.70	28,229.17	175,069.24
		03/29/18 12/16/22		34	000	2.6380	5,011,819.46	103.7377740000	IDC	
A	17332	FFCB MEDIUM TERM NOTES	3133EJSD2	25	1	2.8900	5,000,000.00	5,262,899.55	28,900.00	280,238.70
		11/29/18 06/19/23		30	000	2.9831	4,982,660.85	105.2579910000	IDC	
A	17327	FFCB MEDIUM TERM NOTES	3133EJWV7	25	1	2.9000	5,000,000.00	5,276,036.60	6,847.22	294,745.14
		09/18/18 08/14/23		31	000	3.0010	4,981,291.46	105.5207320000	IDC	
A	17331	FFCB MEDIUM TERM NOTES	3133EJD48	25	1	3.0500	7,575,000.00	8,046,959.54	95,623.85	463,953.19
		11/28/18 10/02/23		34	000	3.0240	7,583,006.35	106.2304890000	IDC	
A	17355	FFCB MEDIUM TERM NOTES	3133EHN25	25	1	2.2000	2,965,000.00	3,053,351.99	21,743.33	47,257.09
		06/27/19 11/01/23		31	000	1.8661	3,016,241.79	102.9798310000	IDC	
A	17348	FFCB MEDIUM TERM NOTES	3133EKBW5	25	1	2.6100	5,000,000.00	5,242,372.90	1,450.00	212,163.03
		03/21/19 02/27/24		31	000	2.4662	5,030,209.87	104.8474580000	IDC	
	SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES	7.06%(M)				2.3234	50,540,000.00	52,128,880.78	208,286.63	1,545,649.19
						2.3034	50,615,042.50	103.1438080000		-19,351.52
A	17261	FFCB COUPON NOTES	3133EGJY2	25	1	1.1400	7,309,000.00	7,302,957.43	33,329.04	
		07/26/16 10/07/19		31	000	1.1999	7,306,870.25	99.91732700000	IDC	-3,912.82
A	17264	FFCB COUPON NOTES	3133EGBK0	25	1	1.3000	10,000,000.00	9,979,047.00	34,666.67	
		08/11/16 11/25/19		34	000	1.3014	9,999,923.81	99.79047000000	IDC	-20,876.81
A	17221	FFCB COUPON NOTES	3130A6JG3	25	1	1.7000	8,950,000.00	8,938,523.86	57,901.53	
		10/14/15 04/14/20		32	000	1.6849	8,951,291.60	99.87177500000	IDC	-12,767.74
A	17255	FFCB COUPON NOTES	3133EGLG8	25	1	1.3700	10,000,000.00	9,971,568.10	52,516.67	
		07/15/16 10/13/20		33	000	1.4079	9,994,523.53	99.71568100000	IDC	-22,955.43
A	17254	FFCB COUPON NOTES	3133EGLH6	25	1	1.4200	10,000,000.00	9,972,533.70	19,327.78	
		07/12/16 01/12/21		32	000	1.4384	9,997,330.09	99.72533700000	IDC	-24,796.39
A	17245	FFCB COUPON NOTES	3133EGAZ8	25	1	1.5800	6,290,000.00	6,264,948.06	3,864.86	
		05/19/16 02/17/21		34	000	1.6200	6,286,391.54	99.60171800000	IDC	-21,443.48
A	17250	FFCB COUPON NOTES	3133EFX36	25	1	1.6800	7,175,000.00	7,158,185.67	48,885.67	
		06/23/16 04/05/21		31	000	1.6198	7,183,244.88	99.76565400000	IDC	-25,059.21
A	17283	FFCB COUPON NOTES	3133EGEV3	25	1	1.6200	5,000,000.00	4,990,017.85	17,325.00	
		11/18/16 06/14/21		31	000	1.7211	4,990,311.86	99.80035700000	IDC	-294.01
A	17301	FFCB COUPON NOTES	3133EHNV1	25	1	2.0500	10,000,000.00	10,000,147.30	40,430.56	147.30
		06/20/17 06/20/22		26	000	2.0500	10,000,000.00	100.0014730000	IDC	
A	17337	FFCB COUPON NOTES	3133EJ5R6	25	1	2.9900	5,000,000.00	5,023,687.40	15,780.56	23,687.40
		01/23/19 01/23/23		25	000	2.9900	5,000,000.00	100.4737480000	IDC	
	SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES	10.78%(M)				1.6305	79,724,000.00	79,601,616.37	324,028.34	23,834.70
						1.6456	79,709,887.56	99.84649100000		-132,105.89
A	17233	FHLMC MEDIUM TERM NOTES	3137EADR7	25	1	1.3750	10,000,000.00	9,967,475.20	45,833.33	
		12/07/15 05/01/20		32	000	1.6350	9,975,015.56	99.67475200000	IDC	-7,540.36
	SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES	1.35%(M)				1.3750	10,000,000.00	9,967,475.20	45,833.33	.00
						1.6350	9,975,015.56	99.67475200000		-7,540.36

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 08/31/19
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17288	FHLMC COUPON NOTES	3134GAA61	25	1	1.5500	5,000,000.00	4,991,136.70	14,638.89	
	12/23/16 12/23/19		32	000	1.5778	4,999,326.85	99.82273400000	IDC	-8,190.15
A 17269	FHLMC COUPON NOTES	3134GANV2	25	1	1.5000	5,000,000.00	4,987,202.55	12,708.33	
	09/30/16 12/30/20		32	000	1.5000	5,000,000.00	99.74405100000	IDC	-12,797.45
A 17349	FHLMC COUPON NOTES	3134GTAU7	25	1	2.6000	5,000,000.00	5,002,167.85	56,333.33	2,167.85
	03/26/19 03/25/22		32	000	2.6000	5,000,361.11	100.0433570000	IDC	
A 17302	FHLMC COUPON NOTES	3134GBZS4	25	1	2.1500	5,000,000.00	5,004,089.05	37,027.78	4,089.05
	07/27/17 04/27/22		33	000	2.1500	5,000,000.00	100.0817810000	IDC	
A 17325	FHLMC COUPON NOTES	3134GSVB8	25	1	3.2500	3,535,000.00	3,536,186.24	53,614.17	6,596.76
	09/13/18 09/13/23		34	000	3.2871	3,529,589.48	100.0335570000	IDC	
A 17351	FHLMC COUPON NOTES	3134GTKG7	25	1	2.6000	3,000,000.00	3,046,235.04	25,566.67	46,235.04
	05/03/19 05/03/24		25	000	2.6000	3,000,000.00	101.5411680000	IDC	
	SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES	3.60%(M)			2.1965	26,535,000.00	26,567,017.43	199,889.17	59,088.70
					2.2066	26,529,277.44	100.1206610000		-20,987.60
A 16059	STATE OF CA DEMAND DEP		96	1	2.5304	64,115,199.14	64,115,199.14	300,097.21	0.00
	09/30/97 09/01/19		96	000	2.5304	64,115,199.14	100.0000000000	USERPR	
	SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT	8.68%(M)			2.5304	64,115,199.14	64,115,199.14	300,097.21	.00
					2.5304	64,115,199.14	100.0000000000		
A 17046	MUTUAL FUNDS-FIDELITY		25	1	2.1168	21,462,608.11	21,462,608.11*	4,152.70	0.00
	11/01/08 09/01/19		101	000	2.1168	21,462,608.11	100.0000000000	BOOK	
A 17236	MUTUAL FUNDS-FIDELITY		101	494	1.8411	.00	.00*	.00	0.00
	03/08/16 09/01/19		101	000	1.8411	.00	.00000000000	BOOK	
	SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY	2.91%(M)			2.1168	21,462,608.11	21,462,608.11	4,152.70	.00
					2.1168	21,462,608.11	100.0000000000		
A 16064	DREYFUS TREASURY CASH MANAGEMEN		20	800	2.0062	2,126,812.04	2,126,812.04	395.74	0.00
	10/31/97 09/01/19		102	000	2.0062	2,126,812.04	100.0000000000	USERPR	
A 17201	MUTUAL FUNDS-DREYFUS		5	51	1.5888	.00	.00*	.00	0.00
	06/16/14 09/01/19		102	000	1.5888	.00	.00000000000	BOOK	
	SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS	.29%(M)			2.0062	2,126,812.04	2,126,812.04	395.74	.00
					2.0062	2,126,812.04	100.0000000000		

* MARKET = BOOK LESS PURCHASE INTEREST

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

ATTACHMENT A

(RPTMKT)

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INVESTMENTS OUTSTANDING AS OF 08/31/19
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
	GRAND TOTAL				1.9007	732,968,619.29	738,713,875.10	3,498,428.06	10,711,352.21
					2.0461	728,892,977.30	100.7838340000		-799,149.82

19-762 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Action on an Agreement with Arini Geographics, LLC to provide Enterprise GIS Consulting Services

BACKGROUND
The City has made significant progress in recent years in consolidating departmental technology initiatives into an Enterprise Geographic Information System (GIS) program. All Departments benefit from this citywide capability. The City's Enterprise GIS program improves decision making and service delivery by enabling staff to visualize, analyze, interpret, and understand data in order to reveal patterns, relationships, and trends. The need for continued investment in GIS is more important than ever to support municipal needs such as land use, infrastructure management, public safety, crime mapping, regional and community planning, traffic and economic development.

Currently, the City has an agreement with Arini Geographics for GIS consultant services that ends October 31, 2019. This agreement was originally awarded after a competitive selection process in July 2015 for a three-year term in an amount not-to-exceed $3,000,000 with an end date of August 30, 2018. This agreement was amended on July 17, 2018 to extend the termination date to June 30, 2019, with no additional funds added. The agreement was amended again on June 4, 2019 to extend the term to October 31, 2019 and modify the total not to exceed amount to $3,550,000. Extending the existing service agreement allowed for the completion of a new procurement process and for continued service support during any needed transition period.

DISCUSSION
Solicitation of Qualifications and Selection:
On April 24, 2019, the City of Santa Clara Information Technology Department (ITD) issued a Solicitation of Qualifications (SOQ) bid process to select a qualified Geographic Information Systems (GIS) consultant to coordinate, manage and process Enterprise GIS activities within the City. An announcement was posted on the City website for public notification via BidSync, the City's e-procurement system. Seventy-five potential vendors viewed the SOQ and five submissions were received by the proposal deadline.

Evaluation:
Proposals were evaluated and scored independently by a three-member team against the criteria and weights published in the SOQ, shown below:

Description	Weight
Proposal responsiveness	Pass/Fail
Proposal Quality and Presentation	60
Firm Qualifications	20
Staff Qualifications	10
Client List / References	10
TOTAL	100

Staff determined all proposals were responsive and met the initial pass/fail review of the stated minimum qualifications. The table below shows the score total for each proposal based on the team's evaluation and independent scoring:

Company Name		Score total
Ardent Management Consulting, Inc.	Arlington, VA	324
Arini Geographics, LLC	Atherton, CA	506
Avineon, Inc.	Mclean, VA	312
DCSE, Inc.	Laguna Hills, CA	375
Lynx Technologies	Capitola, CA	411

While all responders met the minimal qualifications, the two lowest scoring bidders were eliminated based on poor proposal submissions including a lack of relevant experience in a municipal setting, offshore and offsite staffing models, and poor fit. The top three scoring proposers, Arini Geographics, Lynx Technologies, and DCSE had proposals that better met the City's solicitation request. These three bidders were invited to make presentations on May 24, 2019 with a multi-departmental stakeholder panel to provide further demonstration of their GIS knowledge to ensure that the City's requirements were best met. The panel included staff from Community Development, SVP, Public Works, Fire, Parks and Recreation, and IT Departments.

In individual meetings, proposers Arini Geographics, Lynx Technologies and DCSE were each asked to present their GIS services proposal to the panel. Each consultant was asked to present their company, their proposed project team, and show the panel a sample of applicable work products they had done to illustrate their relevance. The panel members then asked further questions and clarifications of the consultants.

The panel review noted that Arini demonstrated a broad understanding and experience range for the needs of all departments citywide. Arini presented a focus on the overall view of City data and analysis, as well as a strong ability to provide solutions and support to stakeholders. They presented strong business processes, systems integration and project delivery methodology. The panel review determined that while DCSE and Lynx demonstrated solid GIS project experience, their focus did not cover the breadth of municipal needs that the City requires. Both bidders had a contractor with subcontractor proposed model and it was difficult to understand how the multiple companies would split the contract to provide services to the City. One proposer did not illustrate any public safety experience nor history with power utility services. The panel felt that neither DCSE nor Lynx presented a strategic view of what the City was seeking in a GIS consultant and that their proposals

had a task-based work model rather than a solution to move the City forward into new technologies and GIS analysis.

Award Recommendation:
Staff recommends the award of contract to Arini Geographics, LLC (Arini). The evaluation team found the proposal to be the most advantageous and to provide the best value to the City. The recommendation is to award a three-year professional services agreement in an amount not to exceed $3,500,000 for the initial term of the contract with the option of one additional two-year renewal term. As true with multi-year agreements, the annual budget is contingent upon future budget appropriations by the City Council.

Contract work plan
The annual projects and workplans will be reviewed and prioritized by the City through department stakeholder meetings and a review of available resources and funding. The proposed work plan initiatives to be targeted for fiscal year 2019-20 include:

1. Operational support and maintenance on the following:
   - Produce citywide GIS layers - i.e. utility easements, building footprints, city neighborhoods, and geospatial imagery;
   - Enhance citizen outreach and engagement - web map viewers, story maps, native mobile applications and open data geospatial portal;
   - Assist public safety operations by maintaining up-to-date maps and master address dataset, along with specific law enforcement and firefighting GIS-based applications for crime analysis and operational dashboards;
   - Common Operational Picture (COP) for real-time situational awareness for public safety for game day and special events;
   - Empower field personnel through mobile GIS and integration with business applications - work order management.

2. Working with Departments to prioritize workplans, GIS-based projects may include:
   - Citywide Permitting System - GIS implementation and integration of building and inspection permits, addresses and parcel changes, location information lifecycle;
   - Public Works Asset Management - Street and traffic signs, City trees, ADA compliant ramps, traffic control, road and parking markings, urban forest;
   - Parks Inventory - Parks trees, parks facilities, playground equipment;
   - Analyze and streamline the meter information processes for utility meters, addressing, energy load balancing, pipeline hydraulic modeling, consumption analysis, emergency response;
   - Vegetation management, vegetation-related incident mapping and analysis - highlighting trees that are interfering or at risk of interfering with power lines;
   - Easements Inventory, Mapping and GIS Integration - inventory and mapping of all categories of easements and right of ways in the City.

ENVIRONMENTAL REVIEW
The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the 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 amount of the Agreement with Arini Geographics will not exceed $3,500,000 dollars over the initial three-year term of the contract. Funding for these services in FY 2019/20 is available in various budgets. For FY 2019/20, the planned project budget is $1,150,000 with the following identified sources of funding: $661,786 from the GIS Enterprise Systems capital project budget, $480,000 from the IT Services Fund, and $45,800 from the Stadium Operations budget. Funding for future fiscal years is subject to the annual appropriation of funds.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve and authorize the City Manager to execute an Agreement for Enterprise GIS Consulting Services with Arini Geographics, LLC for an amount not-to-exceed $3,500,000 over a three-year term ending October 31, 2022, subject to additional budget appropriations by the City Council; and
2. Authorize the City Manager to execute a two-year option to extend the term of the Agreement after the three-year term through October 31, 2024 with compensation increases subject to the City Manager's approval and budget appropriations.

Reviewed by: Gaurav Garg, Director/CIO, Information Technology Department
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement for GIS Consulting Services with Arini Geographics, LLC

EBIX Insurance No. S200002806

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ARINI GEOGRAPHICS, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Arini Geographics, LLC, California Limited Liability Company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

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 November 1, 2019 and terminate on October 31, 2022 with the City having the option of one additional two (2) year renewal term upon the same terms and conditions.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

4. WARRANTY

Contractor warrants that the products and services delivered to City reasonably perform the functions and to the standards identified in the Scope of Services to this Agreement. To this end Contractor and City understand that some minor level of errors or "bugginess" may occur in any software or similar product, service or program intended to be executable on computers or similar systems which will operate in the combinations which may be selected by the City despite Contractor's knowledge, experience and reasonable efforts. Contractor warrants that the operation of any product, service or program paid for by City under this Agreement will operate in a secure, error-free, or uninterrupted manner for no less than 97% of the hours the product is expected to be available for use by City or the public. Furthermore, while contractor is committed to provide City with "bug" fixes in the ordinary course of business, City understands and agrees that contractor is expecting to bill and be paid for time and material to provide the same except to the extent that errors or bugs result in interruptions in use or down time or otherwise render the product, program or service inadequate for its intended purpose for more than **3% of the hours the product is expected to be available for use** by City or the public (which is hereafter referred to as an "Excessive Errors"). Contractor will identify costs and time attributable to any errors or "bug" fixes made each month and will provide fixes for errors or "bugs" for any Excessive Errors that occurred during that month at Contractor's cost. At City's option, costs Contractor incurs toward fixes of Excessive Errors may be paid through a credit or offset of the payments due to Contractor in the next invoices to be paid by City under this Agreement.

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 Million Five Hundred Thousand Dollars ($3,500,000.00), 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 Ninety (90) 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 will notify Contractor of default issue and Contractor shall immediately commence to apply due diligence to cure the default, City will allow Contractor Ninety (90) days to cure default. If Contractor unable to resolve default issue within the Ninety (90) day period or if the default is not reasonably curable within Ninety (90) days, 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 which shall be in a non-proprietary, vendor neutral format able to be used by City or any successor vendor of City.

8. TERMINATION ASSISTANCE PLAN

A. Contractor will provide disentanglement to enable the Services to continue without interruption and facilitate an orderly transfer of Services.

B. Contractor shall develop a Detailed Termination Assistance Plan in the second year of the contract term, which shall contain Contractor's strategy and plan for disentanglement. The written Detailed Termination

Assistance Plan, once reviewed and mutually agreed to in writing by both Parties, shall be incorporated into this Agreement by reference.

C. The termination assistance team will use industry-standard management processes to ensure that Contractor has completely planned, thoroughly documented, systematically implemented, and thoroughly tested the disentanglement before acceptance. These processes are a combination of project management, system engineering, and general management techniques used within the IT & GIS industry and across other business sectors as well. In addition, Contractor will use specific processes and policies that are company or product unique to implement individual tasks to accomplish disentanglement.

D. This process will include Contractor identifying, collecting and providing to the City all City technical, configuration, architectural and operational documentation including the City's Procedures Manual.

9. 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. Should Contractor desire to assign this Agreement, Contractor shall provide City with the detailed experience and qualifications of the proposed assignee and City shall consider the request and provide a response within Thirty (30) days. However, nothing obligates City to accept a request to assign this Agreement. 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.

10. 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.

11. INDEPENDENT CONTRACTOR; LIMITATION ON HIRING AND SOLICITING EMPLOYEES.

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.

Contractor is not authorized to bind City to any contracts or other obligations.

During the Term and for the period of six (6) months after the expiration or termination of the Agreement (including any post-termination assistance period and any extension thereof), neither Party shall, without the prior written consent of the other Party directly or through a third party, intentionally solicit or entice away (or seek or attempt to entice away) from the employment of the other Party's employees. The foregoing sentence shall not apply to unsolicited responses by employees to general recruitment advertising.

12. 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.

13. OWNERSHIP OF MATERIAL

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties. However, City shall have no ownership rights in any Contractor Owned Software and Materials that Contractor provides to City, discloses to City or allows City to use in any way, including without limitation any such materials incorporated or embedded in any deliverable, and the assignment of rights contemplated under this Section 13 shall not apply to Contractor Owned Software and Materials.

Unless explicitly specified in the applicable service description in the schedules attached to this Agreement, Contractor grants to City a perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive, non-transferable (except to a successor) right to use the Contractor Owned Software and Materials that may be incorporated or embedded in any deliverable in connection with City's own business.

For the purposes of the foregoing, "Contractor Owned Software and Materials" shall mean the tools, systems, methodology, algorithms, products, services and

solutions generally offered by Contractor to its customers, and which do not include or access any City specific data, even if they are developed, produced, created, improved or modified during the time that Contractor performs services for City and even if the concepts, ideas, inventions, etc. relating thereto occur to Contractor or any of its employees, consultants or other service providers during the time of performance of, as a result of or in connections with the performance of services for the City.

14. 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 reports concerning its performance under this Agreement that may be reasonably 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 and, if Contractor's assistance is necessary for City to comply with public records act requests.

15. 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.

16. 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.

17. 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.

18. NOTICES

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

City of Santa Clara
Attention: IT Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at ITDepartment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Arini Geographics, LLC
77 Magnolia Drive,
Atherton, California 94027
and by e-mail at gabriel@arinigeo.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.

19. 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).

20. 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.

21. 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.

22. 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. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the City's web pages and maps during the effective period of this Agreement. City expressly authorizes Contractor to display and modify any City supplied images, data, information and other items in connection with the services provided herein. City assets, i.e. logo, brand, etc. cannot be modified without City consent.

23. 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.

24. 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.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

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"

ARINI GEOGRAPHICS, LLC
a California Limited Liability Company

Dated: 10/04/2019
By (Signature): _____
Name: Gabriel Paun
Title: President
Principal Place of Business Address: 77 Magnolia Drive, Atherton, CA 94027
Email Address: gabriel@arinigeo.com
Telephone: (415) 349-0704

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below in Scope of Work.

Scope of Work

The City of Santa Clara has a robust GIS system that is used as a resource for decision makers, public information sharing, and to increase staff efficiencies. Central to the role of the GIS Professional Services contractor is the ability to assess municipal end-user needs and identify approaches to leverage GIS services to meet those needs. Services provided by the GIS contractor will be in collaboration with the City's Information Technology Department in defining and executing plans for meeting the City's evolving information needs and integrating GIS and departmental database applications into City processes as appropriate.

Arini Geographics is an end-to-end geospatial solutions provider with a proven record of success in Enterprise GIS implementation, development, operations, and program management. We specialize in the Esri ArcGIS technology stack, including ArcGIS Online, and the Latitude Geographics' Geocortex Essentials middleware.

Contractor has assured city that its staff leverages solid education and experience in the professional geospatial services industry, and has demonstrated a wide range of capabilities, including effective web and mobile solutions, high-quality data acquisition and processing, and enterprise-level integration of GIS with business specific applications from almost every department in the City of Santa Clara. This allows Arini Geographics to continue innovative Enterprise GIS development with the City, adding in creative use cases and applications to further serve City staff, residents, and visitors.

Contractor shall dedicate itself to understanding the core business of the City and its departments, with the intent of Enterprise GIS operationalization for a high return on investment. That includes extensive expertise conducting thorough assessments of complex information systems such as Enterprise GIS and related applications, documenting the findings, as well as making sound recommendations and plans for improvements, including comprehensive training programs, materials, and procedures.

Arini Geographics practices a wholistic approach to Enterprise GIS design, implementation and development, with emphasis on understanding the users' needs and delivering effectiveness, confidence, and a positive experience. We work with stakeholders and general users to understand their daily routine and take note of their concerns, needs and wishes. Contractor shall ensure proper system design and vision forming, but it allows for gradual knowledge transfer all along the journey.

Personalized Partnerships On-Site at the City

Contractor shall provide a core GIS Team on-site at the City full-time, and embedded with the IT Department, for implementing a nimble, robust and flexible Enterprise GIS Architecture capable of supplying geospatial information to a wide variety of business-specific applications needed by City. Contractor will strive to extend the partnership to every business unit in the City, leading to a wide adoption of geospatial thinking, applications and data, as well as higher productivity and decisional confidence.

Working side by side with our stakeholders is paramount. We firmly believe that one of the key factors in creating a robust Enterprise GIS as the City, with sustainable departmental support and involvement, is being present in-person, having ongoing requirements gathering sessions, frequent direct feedback, and working together to developing business processes and streamlining workflows. By working closely with City staff, we are creating rich opportunities for casual and structured knowledge transfer, quick and personalized troubleshooting, and multidisciplinary brainstorming – a collaborative work culture with extraordinary results.

Service Delivery Principles

Focus on User Experience: Combine People and Technology to Deliver Effectiveness and Confidence. Partner-up for innovative service that will surprise and satisfy our stakeholders. The secret to service delivery success is putting resources, literally in-person skilled professionals, together with users and encouraging them to look at the service from the user's perspective. By partnering-up we answer the following question: Does it serve the user or enhance the user's experience.

Solicit Casual and Formal Routine Feedback and Listen Carefully to What Users Say. Combine GIS expertise with what stakeholders have told us they want. Detailed analysis of user feedback gives us a list of actions; very often, when sufficient data has been gathered, it will point to specific problem areas, which could turn into entirely new projects.

Adoption is an Accurate Measure of the Effectiveness of Service Innovation. We measure results by reapplying all the tools and techniques used to solicit feedback along the initiation and iterative execution of every project. Standing by our users we create trust and increased adoption.

The Rule of The Three Clicks or Less. Time is everyone's most valuable resource and as such our design of implementation and integration solutions focus on providing the necessary information with three clicks or less. This requires frequent innovation that benefits productivity and user experience.

Information Systems and Information Trustworthiness. We strive to create trust with everything we do. Not only that it saves time by eliminating the need of double or triple check everything, but also adds a layer of confidence in decision-making at every organizational level.

Responsibility Matrix & Service Delivery Levels

Building on previous successes at the City of Santa Clara, Arini Geographics has a good understanding of the City needs, and is providing professional GIS services that include:

- Enhancing business capabilities with commercially available local government focused applications;
- Assist the City's ITD in working with stakeholders to transform their business capabilities securely and better serve their employees and citizens;
- Work with department stakeholders to identify goals and translate requirements to a clear strategy to drive business value;
- Think "Cloud First" when evaluating new applications, major upgrades, and cloud management;
- Review products used by other government organizations of a similar size and scope to compare and contract ideas – in California but also nationally;
- Review COTS (Commercial Off the Shelf) software products in all tiers to find the most suitable (i.e., do not just look at Tier 1 COTS solutions);
- Use commercially available software where possible to avoid costly custom solutions;
- Pursue transparency anytime, anywhere as well as security in everything we do;
- Work closely with current COTS application vendors to drive effective upgrades and maintenance activities to maintain continued improvement in existing application performance and functionality;
- Take advantage of SaaS (Software as a Service) and cloud-based technologies and services to enhance flexibility and technology and business capabilities currency;
- Establish and execute a Citywide digital strategy to improve citizen engagement across the City's customer groups;
- Provide City management and staff proven IT tools, processes, capabilities and access to City data they need to improve city business operations, effectiveness and efficiency;
- Enhance IT management and governance processes to ensure business and enterprise IT demands are understood, prioritized, funded and delivered effectively;
- Support the City's transparency objectives by delivering highly available, reliable and accurate information technology;
- Enhance core infrastructure capabilities in support of the City's business objectives;
- Ensure the confidentiality, integrity and availability of the City's data and information technology assets by following the City's Information Security Policy;
- Provide both operational and project delivery support - deliver on and manage to the expectation around people capacity for operational and project work (attracting and retaining talent);
- Project portfolio management processes and the monitoring of individual projects;

- Continuous improvement and innovation;
- Manage communications and set appropriate expectations and project timelines that are agreed to and effectively communicated to the City, Arini, and the responsible application partner;
- Participate in regular City User Group and stakeholder meetings to keep City management current on product roadmaps and new capabilities;
- Proactively engage the third-party providers SME (Subject Matter Expert)/technical experts to ensure that application related best practices and latest patches are incorporated in a timely manner;
- Assist in operation and maintenance of GIS Open Data Portal that facilitates a single point of access to a wide range of data. This Portal will enable ease of use, reuse, and distribution, and will enable meaningful insights that help drive quick and informed decision-making;
- Work within the City's IT Department services framework (including but not limited to):
    - ServiceNow to process user tickets per IT standards and SLAs (Service Level Agreement)
    - Change Control process methodology
    - BCDR processes (Business continuity and disaster recovery)
    - Following established City security policies for data, passwords and personal information
- Actively participate as a member of the IT PMO Project Management Team following standard reporting structure to provide monthly project planning status, timelines and identify gaps or issues.

Agile Methodology Approach

Arini Geographics strives on a proactive, collaborative approach to managing projects, with close attention to meeting City's strategic objectives and tactical goals, budget constraints and schedule targets. We appreciate working closely with GIS projects stakeholders toward the common goal of a mature, effective, and innovative Enterprise GIS.

From the very beginning, our engagement with the City has been driven by business-needs. We introduced and consistently applied the principles of Agile Project Management and through this framework, we have been building a solid organizational-specific practice that allows us to closely engage with stakeholders and provide:

- High-quality deliverables through rapid iterative cycles of work, priorities reassessment, and checkups;
- Higher customer satisfaction as the stakeholders are always involved and benefit from transparency and knowledge transfer;
- Increased project control through the successful implementation of appropriate project management information systems;
- Reduced project risks as agile methodologies effectively eliminate the possibility of absolute project failure;

- Faster return on investment (ROI) since some benefits tend to be realized early in the project due to incremental nature of work.

Schedule Management

Maintaining an accurate project schedule is critical to the overall success of every project-based work and has a direct correlation to maintaining project budgets. Our leadership team, Mr. Gabriel Paun as the Enterprise GIS Architect, and Project Portfolio and Geospatial Communications Managers (collectively the "GIS Team") are responsible for controlling project design and deliverables.

Cost Control

Costs are being controlled through agile management of GIS Team activities, frequent monitoring of time spent and early identification of any issue affecting projects costs. Project Portfolio Manager shall promptly inform the City should any potential or proposed projects revisions become apparent that may affect the established budget, while our Geospatial Communications Manager will maintain timely and continual communication with the City.

Communications

Establishing open channels of communication and continuing building a strong working relationship between City staff and GIS Team will enhance communication throughout the Program. We hold regular team meetings to report on and monitor progress on projects and operations. We will participate in monthly IT governance meetings, quarterly (minimum) stakeholder meetings and user group meetings. These meetings include key Arini Geographics staff and City stakeholders. Progress and coordination meetings follow a set agenda, and review action items and key milestones. Action item lists and meeting minutes are being distributed soon after the meeting. Arini Geographics will also hold executive briefings as needed to inform the Chief Information Officer, the City Manager's Office, City Council, and other City staff of current projects status and challenges, as well as developing the City's strategic roadmap for managing geographically.

Quality Assurance

For every Enterprise GIS project and activity, we practice a variety of quality assurance practices including but not limited to multistage reviewing of data to identify errors and patterns of errors, scripting inquiries for anomalies, quality oriented database design, test plans, cataloging results, etc., which continually rechecks data quality.

Knowledge Transfer

Arini Geographics is the first line of Enterprise GIS technical support for the City. In accordance with the City agreements with various GIS software vendors, including Esri, we provide Level I technical support for all users in the City. To date, most user inquiries were solved in-house.

As we currently do for the GIS-based applications, including infoMap 2.0 and MapSantaClara, we will always provide embedded user guides, and classroom-based training to City staff and occasionally to the public at large.

Upon request, we provide one-on-one training sessions for all ArcGIS for Desktop users. We have also created training materials to familiarize departmental staff with editing versioned data in the Enterprise Geospatial Repository.

Moving forward, our Geospatial Communications Manager will devise a strategic plan for expanding City Enterprise GIS awareness, pairing business needs with creative solutioning, and creating well-defined key performance indicators (KPIs).

By the end of the second year of services (November 1, 2021), with City's input and cooperation, Arini Geographics will prepare a Procedures Manual in the form and scope mutually agreed to by the Parties and will deliver the procedures manual to the City. The Procedures Manual will contain procedures for performing the daily maintenance and operations Services so that the Services are performed accurately and in a timely manner, and will contain all operations manuals, support plans and user guides necessary and sufficient to document such procedures as mutually agreed. Arini will perform the Services in accordance with the City approved Procedures Manual.

Enterprise GIS Commitment

Arini Geographics is very excited to continue sharing with the City our technical expertise, geospatial problem solving, and agile project management approach, meeting and exceeding expectations, while ensuring alignment of the Enterprise GIS goals and actions with the City's Vision and Strategic Objectives.

Together with the IT Department, Arini Geographics is committed to the City of Santa Clara's Enterprise GIS Program, and is providing Geographic Information Systems (GIS) Professional Services to coordinate City GIS activities; maintain and enhance geo-spatial datasets; collaborate with efforts to leverage the capabilities of GIS as an integral part of City processes and information systems to streamline and enhance City operations and services to internal and external users; develop and/or maintain metadata and documentation describing active GIS capabilities, datasets, projects, map products, and routine data lifecycle management.

Central to the success of this endeavor has been the ability of Arini Geographics staff to partner with City stakeholders on assessing evolving City business needs and identify approaches to leverage GIS data technology and services to meet or exceed expectations, and to enhance the users experience.

Arini Geographics has a strong background in implementing Esri ArcGIS technology stack, with proven proficiencies at every tier of the Service Oriented Enterprise GIS Architecture, as follows:

The Authoring Tier

In order to gather, augment, or produce, and organize the City geodata, GIS Team together with data editors in various departments, use ArcGIS for Desktop and extensions such as Spatial Analyst and Network Analyst, to create, enrich, and maintain high-quality geodata, in a centralized multi-editor geospatial database we call the Enterprise Geospatial Repository. Additionally, we use Python scripting and high-productivity tools such as Safe Software FME (Feature Manipulation Engine) to automate data extraction, transformation, and quality control.

Arini Geographics uses most modern field data instrumentation, such as its own custom-made Mobile Mapping System, Trimble survey-grade GPS/GNSS receivers, and Leica LiDAR-based 3D data capture systems, providing the City with comprehensive asset inventories and inspection services, and paving the way to highly-effective preventative maintenance through integration with the Enterprise Work Order Management, and furthermore towards the Digital Twin operational model.

We are also using Python, ArcGIS for Desktop and Adobe Creative Suite to perform complex geospatial analyses and create attractive cartographic output, respectively. Results are published as web mapping services through the on-premises ArcGIS for Server, and on ArcGIS Online. Hard copy cartographic production, on paper or simply as static images for presentations or web pages are also produced on demand.

The Enterprise Geospatial Repository

Enterprise Geospatial Repository (EGR) is a single authoritative "place" for all things location that will centralize the data creation and maintenance operations among departments and serve as the data system of record for most of the asset categories in the City. To this end, Arini Geographics has designed and is maintaining a versioned ArcSDE geodatabase with MS SQL Server backing, now known as the Enterprise Geospatial Repository. EGR allows every department to retain data ownership, and fulfill editing and updating responsibilities, while the data is programmatically accessible across the enterprise.

EGR supports a diverse range of business processes and their specific datasets, initially starting with land use management, planning and building inspection, and some pipeline utilities. The initial feature datasets consisted of parcel geometries and attributes, development of a Master Address Dataset, census data information, streets, and land ownership. Complex relationship modeling and built in data quality assurance completes the EGR as a veritable model of land use management and development. Soon thereafter that dataset, generally known as the City Basemap, was expanded to include data one mile outside of the City border, tripling the dataset in size, and providing much needed information especially for public safety operations. Experiencing the advantages of the EGR through customized web viewers and version editing, most City departments requested their workflows and data to be integrated and maintained within the EGR.

Enterprise GIS Integration

We have been continuing the Enterprise GIS Program expansion across multiple City departments – Community Development, Police, Fire, Water & Sewer, Public Works, Parks & Recreation, Electric and Finance. Arini Geographics on-site GIS team have been providing guidance and actively participating in creating solutions for these efforts, ensuring geospatial data quality, unveiling the advantages of using of centralized geospatial information from the early stages of each of these projects, and realizing the benefits of integrations through ensuring highest data quality and creative automation.

Today, the EGR is serving various city operations through integrations with a wide variety of business specific information systems, for various City departments: enterprise asset and work order management, computer aided dispatch (CAD) and emergency response, enterprise permitting, enterprise document management, and stadium public safety operations.

With an expanding business case, and tremendous support and partnership from stakeholders, Arini Geographics has been designing and is implementing a strategic plan for the redesign and upgrade of the existing Enterprise Geospatial Platform at the City, based on the latest Esri ArcGIS Core technology, and offering superior performance and data security, in a redundant and highly available compute environment.

Publishing and Consumption Tiers

Arini Geographics has configured and is administering complex ArcGIS for Server sites at the City of Santa Clara. These are used to publish multiple mapping and feature services that are consumed by mobile applications, and the internal and external Web-based Enterprise GIS Viewers, including infoMap 2.0, the internal-facing Enterprise GIS Viewer that provides trustworthy decision-making information and maps to City staff, as well as MapSantaClara and the Geospatial Open Data Repository, two applications that help widely disseminate geospatial data and information to the public at large. We are making good use of the City's ArcGIS Online site license by publishing Story Maps and cloud-based applications.

Adhering to the principle of "design once, use multiple times," we are leveraging various technology components and functionalities of the Enterprise GIS Platform to model laborious workflows and dramatically increase staff productivity.

Enterprise GIS Activities

Arini Geographics has collaborated closely with City of Santa Clara to identify the following GIS activities. For the next phase of the City's Enterprise GIS Program, professional GIS services will be divided in two major categories: Operations and Projects – each of which would need to have its own budget allocation, engagement level and metrics. Below is a high-level summary of tentatively planned work items for the first year, subject to review and prioritization.

Operational Maintenance System Support Activities (Summary)	**Estimate**
Enterprise GIS Basemap and related systems and applications, including on-demand analysis and cartographic representations – the Enterprise Geospatial Repository, infoMap and MapSantaClara, the Geospatial Data Portal and Interactive Story Maps	$ 200,000
Public Safety dedicated datasets, maps, map services, applications and integration, for both Fire and Police Departments – Tablet Command, Interra, HazMat, Complex Cards, Run Cards, etc. CAD, RMS and mobile (MDCs), and the Common Operational Picture	$ 150,000
Enterprise Asset Management maintenance for existing asset classes in GIS: water, wastewater, recycled water, storm drain, parks and recreation, city facilities	$ 100,000
Enterprise GIS Program Management and Business Development	$ 200,000
Operations subtotal	*$ 650,000*
Project Design, Integration, Implementation Activities (Summary)	**Estimate**
Document Management Integration and Viewer	$ 60,000
Permitting System Implementation and EGIS Integration	$ 50,000
Traffic Signage Asset Inventory	$ 140,000
Enterprise GIS Infrastructure Upgrade	$ 150,000
Enterprise GIS for Electric Utility	$ 100,000
Projects subtotal	*$ 500,000*
First year priorities estimated budget total	**$ 1,150,000**

Arini Geographics will conduct regular (monthly, bimonthly, or as mutually agreed) stakeholder's status report meetings to review progress and for acceptance of deliverables. Changes to the above activities may occur based on mutual agreement of the parties during such stakeholder meetings. Additionally, Arini Geographics will produce an Overall Progress Status report to be discussed monthly during IT governance review.

For future years of the agreement, FY 20/21 and 21/22, a similar process will be followed working with City IT staff to identify projects, priorities, estimated budgets (subject to available and appropriated funds within the maximum amount allowed under this Agreement) and deliverables.

Towards a Smart City Digital Twin Model

Arini Geographics has a good understanding of the City of Santa Clara needs, and is providing best-in-class professional GIS services to the City, including:

- Business process analysis, requirements elicitation, workflow diagraming and streamlining recommendations;
- Development and implementation of geo-data standards and geospatial information handling procedures;
- GIS data layers (e.g. asset classes, addresses, buildings, etc.) development, acquisition, quality assurance and maintenance;
- GIS technology selection, deployment, and vendor relationship management;
- Enterprise GIS architecture and integration with multiple citywide line-of-business applications
- GIS-based web/mobile-based applications development and maintenance;
- Enterprise geospatial repository design, tune-up, and maintenance;
- On-demand geospatial analysis and cartography;
- Staff training and enterprise GIS technical support; and
- Other GIS specific services to meet City's mandate.

The maturity of the City Enterprise GIS that Arini Geographics helped create is expressed in its readiness, robustness, and flexibility to integrate with various business-specific information systems, increasing their value and accelerating the return on investment, while providing organization and time-savings to the City, through suppling validated location information and functionality, with measurable significant improvements in operational effectiveness; data-driven decision-making; and community engagement, approval, and quality of life.

EXHIBIT B
SCHEDULE OF FEES

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

The maximum compensation as noted in Section 6 of this Agreement entitled "Compensation and Payment" is subject to budget appropriations, which includes all payments that may be authorized as required to perform the Services including expenses, supplies, materials and equipment, travel and COLA as noted below.

Consultant shall provide a schedule of rates and fees billing amounts and costs set forth in the schedule as follows.

Title / Role	Rate / Hour
Enterprise GIS Architect	$220.00
Project Portfolio Manager	$172.00
Geospatial Communications Manager	$172.00
GIS Analyst – Integration	$147.00
GIS Analyst – Administrator	$147.00
GIS Analyst – Developer	$147.00
GIS Technician – Operations	$115.00
GIS Technician - Field Data Collection	$115.00
GIS Technician – Cartography	$115.00

Additionally, at times, Arini Geographies may hire specialized expertise, to fulfill certain development and integration requirements, as needed. Such resources would be billed at established equivalent rates above subject to prior City approval.

Travel Expenses

In order to fulfill its obligations, including representing or accompanying the City at meetings or conferences, occasionally the Contractor may travel at City's request. In such situations the City shall reimburse the vendor for all reasonable and customary expenses on an actual as-incurred basis which shall not exceed the current City travel expense reimbursement policy.

Cost of Living Adjustment (COLA)

Vendor may request rate adjustments subject to review and approval by City as follows: Rates will be adjusted annually for inflation based on the Consumer Price Index, Urban Wage Earners and Clerical Workers (Current Series), Not Seasonally Adjusted, San Francisco- Oakland- San Jose, CA, provided by the Department of Labor Bureau of Labor Statistics. Service Provider Contract Staff Labor Rates will be adjusted at 100% of the applicable COLA. The COLA adjustment will begin on July 1, 2021 and each subsequent Contract Year on July 1, based on the period ending December 31 of the previous year.

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 mailed to:

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

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

H. QUALIFYING INSURERS

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

19-839 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on the Agreement and Covenant Running with the Land Deferring Public Improvements at 2041 Mission College Boulevard and 1900-2000 Wyatt Drive

BACKGROUND

On July 27, 2016, the Planning Commission approved a Use Permit for Koll/Intereal Bay Area, Mission Park Retail LP, and Mission Park Hotel LP (Owners) to construct the Mission Park - MP Market Place Project (Project), which includes a 24,000 square-foot retail center and a 175-room hotel at 2041 Mission College Boulevard and 1900-2000 Wyatt Drive (see location map, Attachment 1). On October 11, 2016, the City Council approved the Tentative Map for the Project and the subsequent Parcel Map was filed for record on October 25, 2018. Due to the future Montague Expressway widening by County of Santa Clara (County), the Project was conditioned to execute an Agreement and Covenant Running with the Land (Agreement, Attachment 2) to defer construction of the required Montague Expressway sidewalk improvements along the project frontage.

DISCUSSION

The sidewalk improvements are being deferred for two reasons: 1) construction of the sidewalk along the project's Montague Expressway frontage now would result in public sidewalk that would terminate at the Montague Expressway overcrossing above Lafayette Street due to the limited width of the overcrossing, and 2) portions of the sidewalk would need to be removed and replaced when the adjacent sidewalk is constructed by the County.

The Agreement provides the City the legal mechanism to require that the Owners complete the Montague Expressway sidewalk improvements at a future time when the adjacent sidewalk is completed by the County. Specifically, the Agreement stipulates that upon written notice from the City, the Owners shall provide the County with public sidewalk improvement plans for the County's approval and that construction shall commence within 90 days after the County approves said plans. Additionally, the Project has dedicated the necessary rights of way to the County to support future sidewalk construction. This deferral of sidewalk improvements has been coordinated with the County and the Owners.

ENVIRONMENTAL REVIEW

The potential environmental impacts of the project were addressed in the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and adopted by the Planning Commission on July 27, 2016.

FISCAL IMPACT

There is no additional cost to the City other than staff time and expense.

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

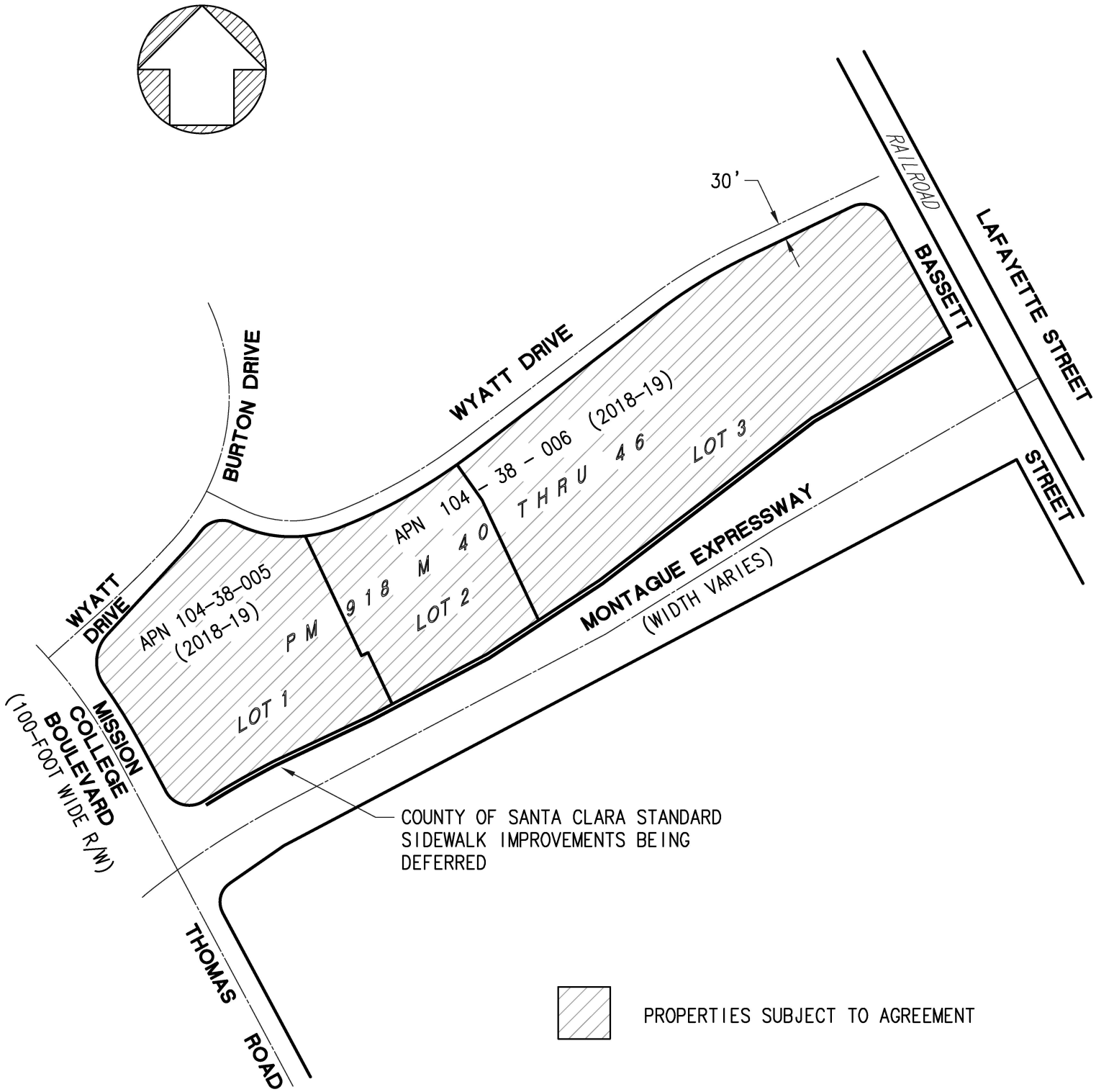
PUBLIC CONTACT
Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior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

RECOMMENDATION
1. Approve and authorize the City Manager to execute the Agreement and Covenant Running with the Land deferring the construction of public improvements along the Montague Expressway frontages of the properties [APN 104-38-005 and 006 (2018-19); SC 19,159]; and
2. Authorize the recordation thereof.

Reviewed by: Craig Mobeck, Director of Public Works
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS
1. Location Map
2. Agreement and Covenant Running with the Land [Deferment of Public Improvements (Public Sidewalk)]

LOCATION MAP



RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE § 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code § 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

AGREEMENT AND COVENANT RUNNING WITH THE LAND [DEFERMENT OF PUBLIC IMPROVEMENTS (PUBLIC SIDEWALK)]

[Restriction on 2041 Mission College Boulevard and 1950 Wyatt Drive, Santa Clara, CA]

This Restrictive Covenant Running with the Land ("Covenant") is made and entered into on this ____ day of _____, 2019 ("Effective Date"), by and between KOLL/INTEREAL BAY AREA, a California general partnership, Mission Park Retail LP, a Delaware limited partnership and Mission Park Hotel LP, a Delaware limited partnership (collectively "Owner"), and the City of Santa Clara, California, a chartered California municipal corporation ("City").

RECITALS

a. Owner is the owner of real property located at 2041 Mission College Boulevard and 1950 Wyatt Drive in the City of Santa Clara, California ("Property"), and is shown on the 2018-19 Santa Clara County Property Tax Roll as Assessor's Parcel No. 104-38-005 and 006. Property is also known as Lots 1, 2, and 3 as shown on that certain Parcel Map filed for record in Book 918 of Maps, at pages 40 thru 46, Santa Clara County Records.

b. Whenever the term "Owner" is used, it shall refer collectively to the owner(s) signing this Covenant, and/or Owner's assigns and successors in interest. City and Owner may be referred to herein collectively as the "Parties" or individually as a "Party".

The Parties agree as follows:

COVENANT

1. Installation of County of Santa Clara standard sidewalk (herein "Improvements") along the Montague Expressway frontage of Property is a requirement to be satisfied in conjunction with the approval of the filing of a Parcel Map (SAM2017-01155/PLN2016-11738).

2. Property and location of Improvements are shown in Exhibit "A" (Tracing No. 12,307-A), attached hereto and made a part hereof by this reference.

3. Improvements shall include, but are not limited to County standard sidewalk, curb and gutter, retaining walls necessary to support the Improvements, and modification and/or reconstruction of existing improvements such as electrical conduits and pullboxes, landscaping, irrigation systems, utilities, poles, and signs necessary to suit the sidewalk improvement, and incidental work thereto. All work shall be completed in accordance with County standards in effect at the time of such installation of Improvements.

4. City will permit the deferment of Improvements along the Montague Expressway frontage of Property upon the execution of this agreement by Owner.

5. In the event City and Owner determines that it is most practical and beneficial for City to install Improvements, Owner agrees to pay the costs incurred by City to cause said construction, which costs may be recovered in the manner provided in Paragraph 9 of this Agreement.

6. Upon service to Owner of written notice that City requires Owner to construct Improvements, Owner shall, within 90 days of said service, provide County with plans of Improvements prepared in accordance with the requirements of and subject to the approval of County.

7. Owner shall cause construction of Improvements to commence within 90 days of County approval of said plans[,but not less than 180 days]. Owner shall cause Improvements to be completed within a time period specified by County at time of County approval of said plans. If no time period is specified, completion shall be within 180 days of commencement of construction.

8. Prior to acceptance of Improvements by County, Owner shall provide County with one set of plans revised to show "As Built" condition prepared in accordance with County requirements.

9. If Owner fails to comply with any of the conditions set forth herein, City may cause said conditions to be satisfied. All costs, including interest at the legal rate, incurred by City to cause said conditions to be satisfied shall be recovered from owner by any means allowed by law.

10. Each and every covenant made by Owner and/or City is made for the direct benefit of the hereinafter indicated respective lands or interests in lands held by the parties hereto, their assigns and/or successors in interest, and shall run with said respective lands or interests in lands, and if applicable, the responsibilities and burdens thereof are imposed on and shall run with said respective lands or interest in lands held by the parties hereto, their assigns and successors in interest.

11. The land of Owner burdened by this Agreement is the abovementioned Property.

12. The land within the City benefited by this Agreement is Montague Expressway, a public street owned by the County of Santa Clara.

13. Enforcement, either to restrain violation or to recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant created through this Agreement.

14. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. Following acceptance of Improvements by County, City will provide a written release of this Covenant upon Owner's request and payment of applicable processing fee.

16. This Agreement shall be recorded by City in the Office of the County Recorder of Santa Clara County.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

ATTEST:

NORA PIMENTEL, MMC
Assistant City Clerk

DEANNA SANTANA
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

"City"

Owner signatures see attached

IF OWNER IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.
ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE OWNER.

KOLL/INTEREAL BAY AREA,
a California general partnership

By: Washcop I Limited Partnership,
a Delaware limited partnership,
its general partner

By: WH Mission Park LLC,
a Washington limited liability company,
its general partner

By: _____
Craig Wrench, President

By: Washcal I Limited Partnership,
a Washington limited partnership,
its general partner

By: WH Mission Park LLC,
a Washington limited liability company,
its general partner

By: _____
Craig Wrench, President

MISSION PARK RETAIL LP,
a Delaware limited partnership

By: Mission Park Retail GP LLC,
a Delaware limited liability company,
its general partner

By: _____
Craig Wrench, President

MISSION PARK HOTEL LP,
a Delaware limited partnership

By: Mission Park Hotel GP LLC,
a Delaware limited liability company,
its general partner

By: _____
Craig Wrench, President

Address: 600 University Street, Suite 2820, Seattle, Washington 98101
Telephone Number: (206) 613-5300 Fax Number: (206) 613-5301

"Owner"

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Craig Wrench, known to me to be the authorized signatory of **Washcop I Limited Partnership**, a Delaware limited partnership and **Washcal I Limited Partnership**, a Washington limited partnership, the general partners of **KOLL/INTEREAL BAY AREA**, a California general partnership, to be the free and voluntary act of such entity, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Kye
Signature
Kayla Edge
Print Name
NOTARY PUBLIC in and for the State of Washington, residing at King County.
My commission expires 11/28/22.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1 day of August, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Craig Wrench, to me known to be the President of **Mission Park Hotel GP LLC**, a Delaware limited liability company, the general partner of **MISSION PARK HOTEL LP**, a Delaware limited partnership, the limited partnership named in and which executed the foregoing instrument; and he/she acknowledged to me that he/she signed the same as the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal the day and year in this certificate above written.



Kye
Signature
Kayla Edge
Print Name
NOTARY PUBLIC in and for the State of Washington, residing at King County.
My commission expires 11/28/22.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1 day of August, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Craig Wrench, to me known to be the President of **Mission Park Retail GP LLC**, a Delaware limited liability company, the general partner of **MISSION PARK RETAIL LP**, a Delaware limited partnership, the limited partnership named in and which executed the foregoing instrument; and he/she acknowledged to me that he/she signed the same as the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal the day and year in this certificate above written.



Signature

Kayla Edge
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at King County.
My commission expires 11/28/22.

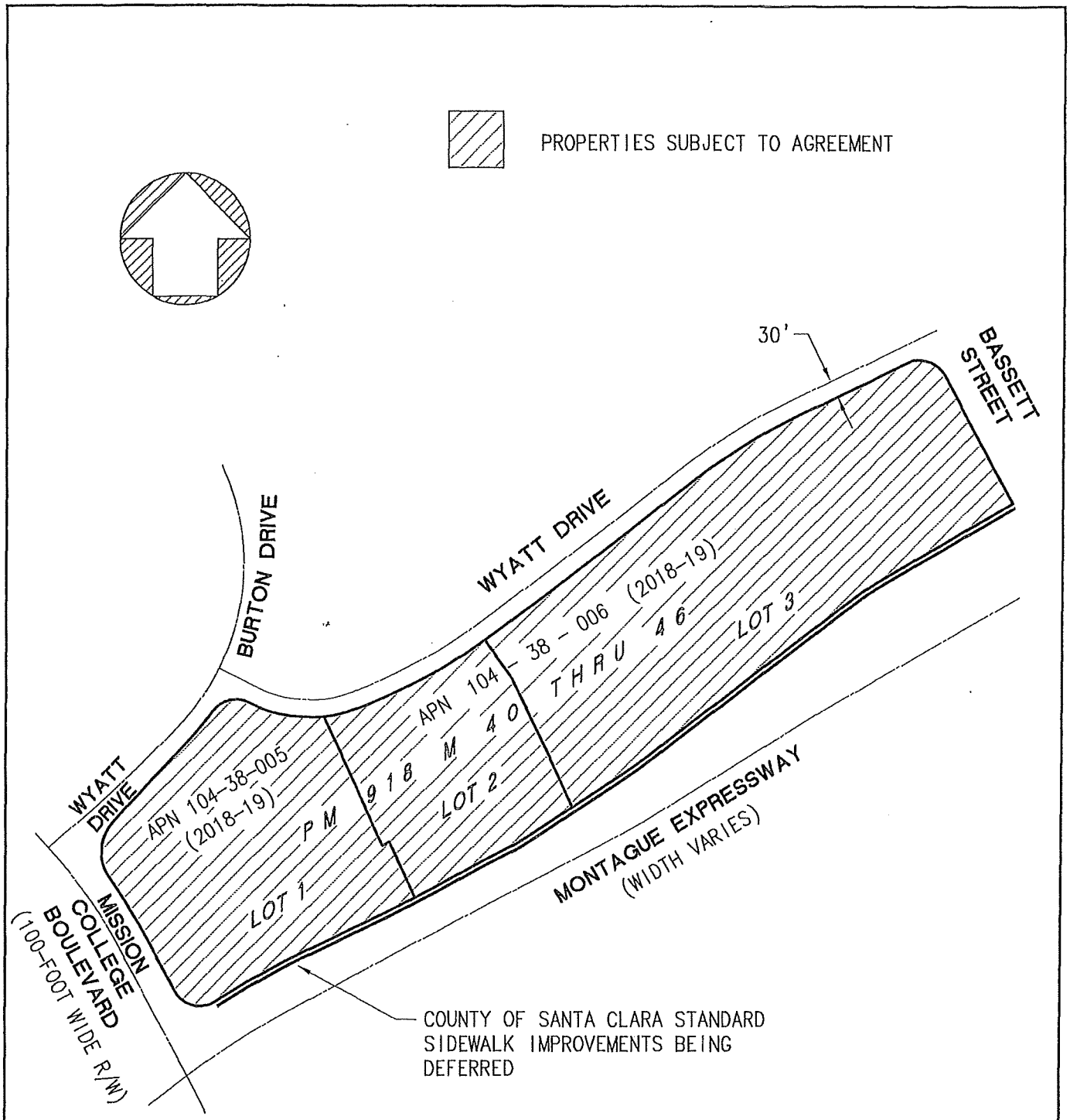


EXHIBIT A

K:\...\AUTOCAD\LPD\NELSON\SC19159 DEF SW.DWG		
Revised		
Drawn By	ND	5-02-19
Checked By	JD	5-9-19
Approved By G. Gomez		5-9-2019
MICHAEL JACK LIW ASSISTANT DIRECTOR OF PUBLIC WORKS/CITY ENGINEER		

CITY OF SANTA CLARA

AGREEMENT AND COVENANT RUNNING WITH THE LAND
[DEFERMENT OF PUBLIC IMPROVEMENTS (PUBLIC SIDEWALK)]
2041 MISSION COLLEGE BLVD. AND 1950 WYATT DRIVE

Scale	1"= 250'
Ref.	SC 19,159
Tracing No.	12,307-A

12,307-A

19-890 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on the Introduction of an Ordinance Amending Chapters 2.115 ("General Characteristics of License or Permit - Suspension Procedure"), 3.25 ("Transient Occupancy Tax"), 3.40 ("Business Tax"), 5.05 ("Solicitors and Peddlers"), 5.30 ("Pawnbrokers and Secondhand Dealers"), 5.35 ("Taxicabs and Pedicabs"), 5.61 ("Public Entertainment Generally"), 5.75 ("Bingo"), and 13.10 ("Sewers") of "The Code of the City of Santa Clara, California" to Streamline the Appeal Procedures for City Licenses And Permits

BACKGROUND

The Santa Clara City Code ("SCCC") contains provisions in which the City grants, approves, denies, revokes, or suspends a City license or permit. In the event the City decides that a license or permit shall be denied, revoked, suspended or not renewed, the license or permit applicant has the right to appeal the decision. Currently, the SCCC contains separate and varying processes for appealing decisions depending upon the type of license or permit involved. This has led to inefficiencies in the appeals systems. Therefore, the City Attorney's Office recommended amendments to update the SCCC to: 1) ensure that applicants' due process interests in appeals continue to be properly protected; and 2) create uniformity in the appeals process.

DISCUSSION

The City of Santa Clara issues various licenses and permits for a variety of commercial activities such as operation of certain regulated businesses in the City. Licenses and permits may be denied, revoked, suspended or not renewed for various reasons set forth in the City Code. The current appeal and hearing process, depending on the type of license or permit, is contained in different sections of the Santa Clara City Code. The SCCC allows for a party to appeal a decision to a designated City staff person, such as the City Manager or a Department or Division head; this person in turn would serve as the hearing officer. Staff went through the entire City Code and is proposing to amend several sections of the SCCC to improve language consistency and to streamline the City's appeal procedures for certain City licenses and permits. The Ordinance will establish a clear, streamlined process and designate an administrative hearing officer (rather than a City staff member) to preside over the hearings.

In the proposed Ordinance, the person who applied or who was the holder of the license or permit can appeal the City's decision through a uniform hearing process. The hearing process is similar to the hearing process for appeals of administrative citations (SCCC Chapter 1.10). The hearing process provides an opportunity for a party affected by a City decision to present its position and/or objections to a neutral arbiter (i.e. the hearing officer). The City staff involved in the underlying decision or action also has the opportunity to present its position at the hearing. The hearing officer, after taking evidence from both sides, renders a decision with respect to the matter at issue. Such a decision constitutes the final decision from the City, which is subject to judicial review.

Chapter 2.115, as proposed, sets forth the new appeals process in which appeals will be heard before a hearing officer and will be the "catch-all" process if the particular City Code section does not specifically identify a separate appeals process. Other amendments set forth in the Ordinance are revisions to refer to Chapter 2.115. Other ordinances being brought forward at or around the time of this appeals process ordinance (such as the Massage Ordinance and False Alarm Ordinance) will also refer to Chapter 2.115.

The City currently has an agreement with one hearing officer who hears the City's administrative citation appeals. If the City Council introduces and adopts this Ordinance, the City will conduct a Request for Qualifications (RFQ) for additional hearing officers.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the 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

Funds for the existing hearing officer agreement are included in the FY 2019/20 Operating Budget ($12,000). Additional funding required will be determined upon the completion of the RFQ process to support additional hearing officers. Necessary budget amendments will be brought forward to the City Council separately for approval.

COORDINATION

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

PUBLIC CONTACT

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

ALTERNATIVES

1. Introduce an Ordinance Amending Chapters 2.115 ("General Characteristics of License or Permit - Suspension Procedure"), 3.25 ("Transient Occupancy Tax"), 3.40 ("Business Tax"), 5.05 ("Solicitors and Peddlers"), 5.30 ("Pawnbrokers and Secondhand Dealers"), 5.35 ("Taxicabs and Pedicabs"), 5.61 ("Public Entertainment Generally"), 5.75 ("Bingo"), and 13.10 ("Sewers") of "The Code of the City of Santa Clara, California."
2. Do not introduce the Ordinance and provide alternative direction to staff.

RECOMMENDATION

Alternative 1: Introduce an Ordinance Amending Chapters 2.115 ("General Characteristics of License or Permit - Suspension Procedure"), 3.25 ("Transient Occupancy Tax"), 3.40 ("Business Tax"), 5.05 ("Solicitors and Peddlers"), 5.30 ("Pawnbrokers and Secondhand Dealers"), 5.35 ("Taxicabs and Pedicabs"), 5.61 ("Public Entertainment Generally"), 5.75 ("Bingo"), and 13.10 ("Sewers") of "The

Code of the City of Santa Clara, California."

Reviewed by: Cynthia Bojorquez, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS
1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTERS 2.115 ("GENERAL CHARACTERISTICS OF LICENSE OR PERMIT – SUSPENSION PROCEDURE"), 3.25 ("TRANSIENT OCCUPANCY TAX"), 3.40 ("BUSINESS TAX"), 5.05 ("SOLICITORS AND PEDDLERS"), 5.30 ("PAWNBROKERS AND SECONDHAND DEALERS"), 5.35 ("TAXICABS AND PEDI-CABS"), 5.61 ("PUBLIC ENTERTAINMENT GENERALLY"), 5.75 ("BINGO") AND 13.10 ("SEWERS") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA" TO STREAMLINE THE APPEAL PROCEDURES FOR CITY LICENSES AND PERMITS

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, "The Code of the City of Santa Clara, California" ("Santa Clara City Code" or "SCCC") contains provisions in which the City grants, approves, denies, revokes or suspends a City license or permit;

WHEREAS, currently these decisions provide for separate processes for appealing the decisions; and,

WHEREAS, the City desires to create a streamlined process for appealing City decisions set forth in the Santa Clara City Code and to have these appeals before an independent hearing officer designated by the City Manager.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: That Chapter 2.115 (entitled "General Characteristics of License or Permit – Suspension Procedure") of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California" is amended to read as follows:

“Chapter 2.115

LICENSE OR PERMIT – GENERAL CHARACTERISTICS AND APPEAL PROCEDURE

Sections:

2.115.010 License or permit – Defined.
2.115.020 License or permit – Denial, revocation, or nonrenewal – Appeal.
2.115.030 License or permit – Nontransferable.
2.115.040 License or permit – Grounds for denial, revocation, suspension, or nonrenewal.
2.115.050 Hearing request.
2.115.060 Hearing officer.
2.115.070 Hearing procedures.
2.115.080 Hearing officer’s judgment.
2.115.090 Judicial review.
2.115.100 License deemed debt.

2.115.010 License or permit - Defined.

For the purpose of this chapter, a license or permit means a license or permit issued by the City.

2.115.020 License or permit – denial, revocation, suspension, or nonrenewal – Appeal.

Unless the law, this Code, or an ordinance or resolution of the City prescribes a different procedure for appeal from denial, revocation, suspension or nonrenewal of a license or permit, or where it is prescribed that the action is final or that the issuance of the license or permit is in the original jurisdiction of the City Council, an appeal from such denial, revocation, suspension or nonrenewal may be made in accordance with this chapter.

2.115.030 License or permit – Nontransferable.

All licenses and permits are to be construed and held as licensing or permitting only the licensee or permittee named in the license or permit and are not transferable, severable or divisible unless the law, chapter of this Code, or ordinance of the City, fixing

and requiring such license or permit specifically so provides.

2.115.040 License or permit – Grounds for denial, revocation, suspension, or nonrenewal.

The violation of any Federal statute, State statute, or City ordinance by any person holding a permit or license from the City, or by any of the employees of the holder of such permit or license, in connection with the operation of the business or activity for which such permit or license is issued, shall be grounds for the denial, revocation, suspension, or nonrenewal of such permit or license.

2.115.050 Hearing request.

(a) Any person who disputes a denial, revocation, suspension, or nonrenewal of a license or permit must file a request for hearing by completing a request for hearing form and returning it to the City Clerk's Office within thirty (30) calendar days from the date of the decision.

(b) A request for hearing form may be obtained from the City Clerk's Office.

(c) The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) days prior to the date of the hearing.

(d) The City's denial, revocation, suspension, or nonrenewal of a license or permit shall be stayed upon proper filing of a request for hearing under this Chapter, unless the City determines that the stay would constitute an immediate threat to public health, safety or welfare. In the event of such a determination, the license or permit holder shall be so informed in writing.

2.115.060 Hearing officer.

The City Manager shall designate a hearing officer for the appeal hearing.

2.115.070 Hearing procedures.

(a) A hearing before the hearing officer shall be set for a date that is not less than fifteen (15) days and not more than sixty (60) days from the date that the request for hearing is filed in accordance with the provisions of this chapter. The party contesting the City's denial, revocation, suspension, or nonrenewal of a license or permit may request one continuance for any reason; provided, that the hearing officer is given the request for continuance at least twenty-four (24) hours in advance of the scheduled hearing and that the deferred hearing shall not be deferred more than ninety (90) days after the request for hearing was made. A request for continuance made less than twenty-four (24) hours before the scheduled hearing may be granted by the hearing officer based upon exigency only.

(b) At the hearing, the party contesting the City's denial, revocation, suspension, or nonrenewal of a license or permit (the "contestant") and the City shall be given the opportunity to testify and to present evidence and cross-examine witnesses concerning the City's denial, revocation, suspension, or nonrenewal of a license or permit. That contestant may appear personally or through an attorney. Prehearing discovery is not authorized, but subpoena of witnesses and documents shall be permitted as authorized by law. The contestant and the City shall have the right to submit to the hearing officer a written statement setting forth the facts and their respective legal position at least five (5) business days before the hearing. Any written statement so submitted shall be contemporaneously served by mail on the other party. The hearing officer may conduct the hearing informally, both as to rules of procedure and admission of evidence, in any manner which will provide a fair hearing.

(c) The failure of the contestant to request a hearing, to appear at the hearing, or

to present evidence, shall constitute a confirmation of the City's denial, revocation, suspension, or nonrenewal of a license or permit as well as a failure to exhaust administrative remedies that may bar judicial review.

(d) The hearing officer may continue the hearing and request additional information from the City or the contestant prior to issuing a written decision.

2.115.080 Hearing officer's decision.

(a) After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold, modify or cancel the City's denial, revocation, suspension, or nonrenewal of a license or permit and the reasons for that decision. The decision of the hearing officer shall be issued within thirty (30) days following completion of the hearing. The decision of the hearing officer shall be final upon service on the responsible party, subject only to judicial review as allowed by law.

(b) The hearing officer shall consider any written or oral evidence submitted at the hearing consistent with ascertainment of the facts regarding the City's denial, revocation, suspension, or nonrenewal of a license or permit.

(c) The hearing officer shall issue written findings and the findings shall be supported by evidence received at the hearing.

(d) The hearing officer shall determine from a preponderance of the evidence whether or not the City properly denied, revoked, suspended, or did not renew a license or permit that is the basis of the appeal.

(e) If the hearing officer determines that the City's denial, revocation, suspension, or nonrenewal of a license or permit is not proper and should not be sustained, then the hearing officer shall issue direction on how the City and/or the

contestant shall proceed.

(f) If the hearing officer determines that the City's denial, revocation, suspension, or nonrenewal of a license or permit is proper and should be upheld, the holder of the license or permit shall surrender same to the City immediately after service of the hearing officer's decision, unless some other time period is ordered by the hearing officer.

(g) The contestant shall be served with a copy of the hearing officer's written decision within ten calendar days following its issuance by personal delivery, or certified mail, return receipt requested, to the address designated by contestant or last known address.

2.115.090 Judicial review.

Any person subject to a judgment of the hearing officer may obtain review of the judgment in the appropriate court pursuant to the provisions of California Code of Civil Procedure §§ 1094.5 et seq. The administrative order shall provide notice of this right of judicial review and the time allowed therefore by law.

2.115.100 License deemed debt.

The amount of any license imposed by this Code or any ordinance shall be deemed a debt to the City and recoverable in any court of competent jurisdiction."

SECTION 2: That Section 3.25.130 of Chapter 3.25 (entitled "Transient Occupancy Tax") of Title 3 (entitled "Revenue and Finance") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"3.25.130 Appeals from decisions of Director of Finance.

Any operator not in agreement with the decision of the Director of Finance with

respect to the amount of such tax, interest, and penalties, if any, may appeal the decision under the procedures set forth in Chapter 2.115 SCCC."

SECTION 3: That Section 3.40.062 of Chapter 3.40 (entitled "Business Tax") of Title 3 (entitled "Revenue and Finance") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**3.40.062 Appeal process.**

An appeal from denial of issuance of a business tax certificate may be made under the procedures set forth in Chapter 2.115 SCCC."

SECTION 4: That Section 5.05.100 of Chapter 5.05 (entitled "Solicitors and Peddlers") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.05.100 Appeal from denial of permit.**

The decision of the Chief of Police to deny, revoke or suspend a permit may be appealed under the procedures set forth in Chapter 2.115 SCCC."

SECTION 5: That Section 5.30.060 of Chapter 5.30 (entitled "Pawnbrokers and Secondhand Dealers") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.30.060 Denial of permit.**

Upon the Chief of Police's review of the application, the Chief of Police may refuse to issue or renew a permit to the applicant under this chapter for any of the following reasons:

(a) The investigation reveals that the applicant falsified information on the application, concealed a material fact or otherwise committed any fraud in the application.

(b) The applicant has been convicted of a misdemeanor/felony involving an offense against private property interests. Such property offenses include, but are not limited to, larceny, false pretense, fraud, grand theft, embezzlement and receipt of stolen property.

(c) The applicant has been denied a permit under this chapter within the immediate past year, unless the applicant can and does show to the satisfaction of the Chief of Police that the reasons for such earlier denial no longer exist.

(d) The applicant may appeal the Chief of Police's decision to deny the issuance or renewal of, or to suspend or revoke, a permit under this chapter under the procedures set forth in Chapter 2.115 SCCC."

SECTION 6: That Section 5.35.100 of Chapter 5.35 (entitled "Taxicabs and Pedi-Cabs") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.35.100 Permit application appeal procedure.**

The decision of the Chief of Police to deny an application for a permit under this chapter may be appealed under the procedures set forth in Chapter 2.115 SCCC."

SECTION 7: That Section 5.35.360 of Chapter 5.35 (entitled "Taxicabs and Pedi-Cabs") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.35.360 Grounds for denial.**

The Chief of Police may deny an application for a taxicab driver's permit filed by any person who:

(a) Is under the age of eighteen (18) years;

(b) Does not hold a valid driver's license issued by the California Department of Motor Vehicles for the type of vehicle the applicant proposes to use as a taxicab in the city;

(c) Has a positive result in a controlled substance or alcohol test, as described in this chapter;

(d) Within five years prior to the date of application, has been convicted of a crime that is substantially related to the qualifications, functions or duties of a taxicab driver including, but not limited to:

(1) Hit and run;

(2) An offense involving conduct which requires registration under California Penal Code Section 290;

(3) Any offense involving the use, possession, sale or transportation of controlled substances, where the commission of such offense involved the use of a motor vehicle; and,

(4) Reckless driving or driving under the influence of any drug or intoxicating liquor, regardless of whether the incident resulted in bodily injury or death.

(e) Any other fact or occurrence that renders it unsafe for the applicant to perform the functions or duties of a taxicab driver;

(f) Does not demonstrate proficient knowledge of the traffic laws of the State and the City, the streets of the city, or to safely operate a public transportation vehicle in the city;

(g) Has failed to furnish the information required for the application for the permit;

(h) Has made a false statement, or concealed a material fact, or otherwise committed any fraud in the application;

(i) Has had a taxicab driver's permit revoked within three years prior to the date of application;

(j) Has failed to pay when due all applicable fees and taxes imposed by the City;

(k) The printed Department of Motor Vehicles driving record report indicates more than three chargeable vehicle accidents within the last three years or more than one such accident in the last one year; or,

(l) The Chief of Police may deny the granting of any permit to drive any taxicab in the city for any other reasonable cause that, within its discretion, renders the proposed operations unsafe to the City."

SECTION 8: That Section 5.35.460 of Chapter 5.35 (entitled "Taxicabs and Pedi-Cabs") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.35.460 Grounds for denial.**

The Chief of Police may deny an application for a pedi-cab operator permit filed by any person who:

(a) Is under the age of eighteen (18) years;

(b) Does not hold a valid driver's license issued by the California Department of Motor Vehicles or other valid government issued identification;

(c) Within five years prior to the date of application, has been convicted of a crime that is substantially related to the qualifications, functions or duties of a pedi-cab operator including, but not limited to:

(1) Hit and run;

(2) An offense involving conduct which requires registration under

California Penal Code Section 290;

(3) Any offense involving the use, possession, sale or transportation of controlled substances, where the commission of such offense involved the use of a motor vehicle or pedi-cab; and,

(4) Reckless driving or driving under the influence of any drug or intoxicating liquor, regardless of whether the incident resulted in bodily injury or death;

(d) Any other fact or occurrence that renders it unsafe for the applicant to perform the functions or duties of a pedi-cab operator;

(e) Does not demonstrate proficient knowledge of the traffic laws of the State and the City, the streets of the city, or to safely operate a pedi-cab in the city;

(f) Has failed to furnish the information required for the application for the permit;

(g) Has made a false statement, or concealed a material fact, or otherwise committed any fraud in the application;

(h) Has had a pedi-cab operator permit revoked within three years prior to the date of application;

(i) Has failed to pay when due all applicable taxes imposed by the City;

(j) The printed Department of Motor Vehicles driving record report, if the operator has a driver's license, indicates more than three chargeable vehicle accidents within the last three years or more than one such accident in the last one year; or,

(k) The Chief of Police may deny the granting of any permit to operate any pedi-cab in the city for any other reasonable cause that, within its discretion, renders the proposed operations unsafe to the City."

SECTION 9: That Section 5.35.520 of Chapter 5.35 (entitled "Taxicabs and Pedi-Cabs") of

Title 5 (entitled “Business Licenses and Regulations”) of “The Code of the City of Santa Clara, California” is amended to read as follows:

“**5.35.520 Suspension or revocation of permit.**

The Chief of Police shall have the power to suspend or revoke a permit issued under this chapter, on any of the grounds stated in this chapter, or on any of the following grounds:

(a) The violation by the owner of any of the terms, conditions or requirements of the permit.

(b) Any act or omission of the owner or driver/operator of any fact or condition which, if it existed at the time the application for a permit was filed, would have warranted the denial of the application.

(c) Cancellation or suspension of any insurance policy or coverage required of the owner under this chapter.

(d) Failure of the owner or driver/operator to pay any judgment for personal injury or death, or property damage arising out of the conduct of business under the permit issued pursuant to this chapter, within thirty (30) days after the judgment has become final.

(e) Voluntary written request by the owner or driver/operator to suspend the taxicab license for a definite period of time.

(f) Overcharge of, or the attempt to overcharge, fares by the owner or driver/operator.

(g) Failure of the owner or driver/operator to pay when due any applicable taxes imposed by the City.

(h) Any activity that impairs the safety of passengers.

(i) Suspension, revocation or expiration of license to drive by the Department of Motor Vehicles or any other governmental agency."

SECTION 10: That Section 5.35.530 of Chapter 5.35 (entitled "Taxicabs and Pedi-Cabs") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.35.530 Denial, nonrenewal, suspension and revocation appeals.**

Appeal from the denial, nonrenewal, revocation or suspension of a permit under this Chapter shall be administered as follows:

(a) Except as provided in SCCC 5.35.540, a permit issued pursuant to this chapter shall be revoked or suspended only after the owner or driver/operator has been given reasonable notice and opportunity to be heard.

(b) Whenever the Chief of Police has reasonable cause to believe that grounds for the denial, nonrenewal, suspension or revocation of a permit exists, he/she shall give the holder of the permit written notice stating the grounds and the effective date, as applicable. The effective date shall be no less than thirty calendar days after the date of the notice. This notice will be sent by certified mail, return receipt requested, sent to the address shown on the last application or renewal, or by personal service. Notwithstanding the foregoing, the decision of the Chief of Police may be appealed in accordance with SCCC Chapter 2.115."

SECTION 11: That Section 5.35.540 of Chapter 5.35 (entitled "Taxicabs and Pedi-Cabs") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California," ("SCCC") is amended to read as follows:

"**5.35.540 Emergency suspension.**

The Chief of Police may issue a notice suspending a permit for a period not exceeding ten days without having conducted a hearing therefor, if the Chief determines that the continued use of the permit will cause immediate hazard to public safety, health or welfare. The notice issued by the Chief of Police under this section shall contain a statement of the City's intent to seek a permanent revocation or longer suspension, as applicable. The notice shall further state a hearing date, time and place, to be completed within ten days of the effective date of the notice, before a hearing officer designated by the City Manager, at which the owner may appeal the decision of the Chief of Police. Notwithstanding the foregoing, the hearing shall be conducted in accordance with SCCC 2.115.070 through 2.115.100."

SECTION 12: That Section 5.61.120 of Chapter 5.61 (entitled "Public Entertainment Generally") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.61.120 Appeal from denial of permit.**

The decision of the Chief of Police to deny the application for an entertainment permit may be appealed in accordance with the procedures set forth in Chapter 2.115 SCCC."

SECTION 13: That Section 5.61.130 of Chapter 5.61 (entitled "Public Entertainment Generally") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.61.130 Suspension and revocation of permit.**

The Chief of Police shall have the power to suspend or revoke an entertainment

permit issued under this chapter, on any of the grounds stated in this chapter, or on any of the following grounds:

(a) The violation by the permittee of any of the terms, conditions or requirements of the entertainment permit, any other terms of this chapter, or the entertainment rules and regulations established by resolution.

(b) Any act or omission of the permit holder which, if it existed at the time the application for an entertainment permit was filed, would have warranted the denial of the application.

(c) That the building, structure, equipment or location of the proposed place of entertainment does not comply with, or fails to meet, all of the health, zoning, fire and safety requirements, or standards of all the laws of the State of California, or ordinances and resolutions of the City of Santa Clara applicable to such business operation.

(d) That the owners, operators or managers of the proposed place of entertainment have not taken reasonable crime prevention measures, or been able to control, crime and criminal conduct associated with the business, whether on the premises or immediately outside the premises."

SECTION 14: That Section 5.61.140 of Chapter 5.61 (entitled "Public Entertainment Generally") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.61.140 Notice and hearing for suspension and revocation.**

The decision of the Chief of Police to revoke or suspend an entertainment permit may be appealed in accordance with the procedures set forth in Chapter 2.115 SCCC."

SECTION 15: That Section 5.61.150 of Chapter 5.61 (entitled "Public Entertainment

Generally") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.61.150 Emergency suspension of permit.**

(a) The Chief of Police may issue an order suspending an entertainment permit for a period not exceeding ten calendar days without having conducted a hearing therefor, if the Chief determines that the continued use of the permit will cause immediate hazard to public safety, health or welfare.

(b) The notice issued by the Chief of Police under this section shall contain a statement of the City's intent to seek a permanent revocation or longer suspension, as applicable. The notice shall further state a hearing date, time and place, to be completed within ten days of the effective date of the notice, before a hearing officer designated by the City Manager, at which the owner may appeal the decision of the Chief of Police. Notwithstanding the foregoing, the hearing shall be conducted in accordance with SCCC 2.115.070 through 2.115.100."

SECTION 16: That Section 5.75.070 of Chapter 5.75 (entitled "Bingo") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.75.070 Application for license required – Appeals from denial.**

A written application for a license is required and shall be signed by the principal officer of the applicant under penalty of perjury and filed with the Chief of Police, or designee. The application shall contain:

(a) The name of organization; names, social security number, birth date, driver's license (if current), phone number (business and home), addresses, and signatures of all

the officers of the organization;

(b) Proposed days and hours of operation of bingo games;

(c) Copies of certificates or letters evidencing exempt status under the applicable section(s) of the California Revenue and Taxation Code from the Franchise Tax Board, as appropriate;

(d) Address of premises where bingo games will be conducted;

(e) Statement of ownership or a lease agreement relating to the proposed premises where the bingo game will be conducted;

(f) Purpose(s) for which premises are used by the organization;

(g) Statement of consent authorizing the Chief of Police, or a designee, to inspect the financial records required to be maintained by this chapter and/or any bank accounts containing profits derived from bingo games and the expenditures of said profits;

(h) Name(s), social security number, birth date, driver's license (if current), phone number (business and home), and addresses of the person(s) responsible for the operation of the bingo games, their capacity within the organization, and their responsibilities with respect to the bingo operations;

(i) Name(s), social security number, birth date, driver's license (if current), phone number (business and home), and addresses of the person(s) operating or assisting in the operation of the bingo game;

(j) A statement that the applicant agrees to conduct bingo games in strict accordance with provisions of Penal Code Section 326.5 and the provisions of this chapter, as either may be amended from time to time; and,

(k) A financial statement of the organization, signed by a licensed certified public

accountant, for the one-year period immediately preceding the application.

The Chief of Police, or designee, may refuse to issue a bingo license if, after consideration of the application and any other papers, records, and investigations he deems relevant, it is determined that the operation of a bingo game would be in violation of the California Penal Code, this chapter, or any City zoning or building law or regulation.

In the event of a denial of a license permit, the appeal procedures provided in Chapter 2.115 SCCC shall be applicable.

At all times that bingo games are played pursuant to the license granted hereunder, the organization so licensed shall maintain an affidavit under penalty of perjury which shall contain the current update of the information originally set forth in the application for the license."

SECTION 17: That Section 5.75.280 of Chapter 5.75 (entitled "Bingo") of Title 5 (entitled "Business Licenses and Regulations") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"**5.75.280 Notice and hearing on suspension and revocation.**

Suspensions and revocations shall be administered as follows:

(a) Except as provided hereinbelow in subsection (j) of this section (emergency suspension of permits), a bingo permit issued pursuant to this chapter shall be revoked or suspended only after the permittee has been given reasonable notice and an opportunity to be heard.

(b) Whenever the Chief of Police, or designee, has cause to believe that grounds for the suspension or revocation of a permit exists, he/she shall give the holder of the bingo permit written notice stating the alleged grounds for the suspension or revocation and the

effective date of the suspension or revocation. This notice will be sent by certified mail, return receipt requested, to the address shown on the last application or renewal, or by personal service. If the return receipt is not returned within one week after the City mails the notice, service will be deemed completed seven calendar days after notice is mailed by the City. The decision of the Chief of Police, or designee, to suspend or revoke a bingo permit may be appealed in accordance with the procedures set forth in Chapter 2.115 SCCC."

SECTION 18: That Section 13.10.510 of Chapter 13.10 (entitled "Sewers") of Title 13 (entitled "Public Services") of "The Code of the City of Santa Clara, California" is amended to read as follows:

"13.10.510 Permit appeals.

Any permittee or permit applicant may appeal a notice of revocation of a wastewater discharge permit, notice of denial of a permit, any term or condition of a permit, amendment of a permit, or notice of termination of service in accordance with the provisions of SCCC Chapter 2.115."

SECTION 19: **Ordinances Repealed**. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed

SECTION 20: 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 20: **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 XXXXXXXXXX, 2019, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

I:\ORDINANCES\License-Permit Appeals Ordinance SR 10-29-19.doc

19-946 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement with Gallagher Benefit Services, Inc. to Facilitate Administration of the HealthInvest Health Reimbursement Arrangement in Support of the City's Voluntary Employee Beneficiary Association

BACKGROUND

On September 4, 2001, the City Council approved a resolution authorizing the establishment of a Voluntary Employees' Beneficiary Association (VEBA) as a mechanism to create a post-retirement Health Reimbursement Arrangement (HRA) as a benefit to City employees. The HRA is an employer funded account that employees may utilize post-retirement to pay for qualified medical expenses. Establishment of the VEBA required the execution of several service agreements to support the plan.

The service agreements included the administrative service agreement with A. W. Rehn & Associates, Inc. (Rehn), the trust agreement with Washington Trust Bank, and the benefits consulting agreement with the VEBA Service Group, LLC. On September 1, 2013, Gallagher Benefit Services, Inc. (Gallagher) replaced the VEBA Service Group, LLC as the benefit consultant. Effective January 11, 2019, Gallagher was selected to replace Rehn as the administrative services provider and the transfer of service from Rehn to Gallagher was effective May 1, 2019. Exigent circumstances resulted in the term of the service agreement with Gallagher only running through December 31, 2019.

DISCUSSION

Staff is proposing an amendment to the term of the service agreement with Gallagher in order to stabilize the administration of our HRA VEBA benefit program. The amendment will extend the current one-year agreement through June 30, 2023. There will be no rate increases in the amended period being proposed, which creates cost stability along with service continuity. The nature of the services provided to support an HRA VEBA are such that constant change in service providers creates a lack of efficiency and also in the effective service to employee beneficiaries and fund management oversight. The current service agreement with Gallagher was processed in an expedient manner to facilitate a quick transfer in administration services. Gallagher's long relationship with the City, improvement of cost and service efficiencies, and the quality of their proprietary VEBA product support the decision to extend this agreement.

The current agreement has a not-to-exceed compensation amount of $30,000 and terminates on December 31, 2019. This amendment will increase the compensation amount by $105,000 ($30,000/year for three and one-half additional years), for a revised total not-to-exceed amount of $135,000, subject to budget appropriations.

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. Furthermore, 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

Amendment No. 1 does not include any rate increases; therefore, the City will continue to be billed a flat monthly fee of $2,500. The revised total not-to-exceed contract cost will be $135,000, subject to budget appropriations. Funds are available in the Human Resources Department Contractual Services account in FY 2019/20 and FY 2020/21. Appropriations in future years will be incorporated as part of the budget development process.

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

Authorize the City Manager to execute Amendment No. 1 to the Agreement with Gallagher Benefit Services, Inc. to extend the term of the agreement through June 30, 2023 and increase the total not-to-exceed amount to $135,000.

Reviewed by: Teresia Zadroga-Haase, Director of Human Resources
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 1 with Gallagher Benefit Services, Inc.
2. Professional Services Agreement with Gallagher Benefit Services

AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GALLAGHER BENEFIT SERVICES, INC.

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gallagher Benefit Services, Inc., a Delaware corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Gallagher Benefit Services, Inc.", dated January 11, 2019 (the "Original Agreement"); and

B. The Parties entered into the Original Agreement for the purpose of having Contractor provide administration, recordkeeping, and customer service for the City's VEBA HRA Plan, and the Parties now wish to amend the Original Agreement to extend the term of the Original Agreement for four years.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

A. That Section 2 of the Original Agreement, entitled "Term of Agreement" is hereby amended to read as follows:

> Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2023.

B. That Section 6 of the Original Agreement, entitled "Compensation and Payment" is hereby amended to read as follows:

> 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 One Hundred Thirty-Five Thousand Dollars and No Cents ($135,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to preform 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.

C. That EXHIBIT B of the Original Agreement, entitled "SCHEDULE OF FEES" is hereby amended to read as follows:

To provide the enhanced system administration platform and expanded investment management and contact center services described herein, including the cost of printing, mail service, and postage, the City will be billed a flat monthly fee of $2,500. Total not to exceed annual contract costs will be One Hundred Thirty-Five Thousand Dollars and No Cents ($135,000), subject to budget appropriations.

Pursuant to the Plan Adoption Packet, the City is adopting the HealthInvest HRA program for its VEBA MRA Plan. The City acknowledges and agrees that the Contractor and other subcontractors under the HealthInvest HRA program ("Existing Plan Service Providers") are currently providing some services to the City for its VEBA MRA Plan and are paid separately either from plan assets or directly by the City pursuant to contracts or agreements directly between the City and such Existing Plan Service Provider.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. 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 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:

Approved as to Form: Dated: _____

BRIAN DOYLE
City Attorney

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

"CITY"

GALLAGHER BENEFIT SERVICES, INC.
a Delaware corporation

Dated: August 21, 2019
By (Signature): _____
Name: Charlie Isaacs
Title: Area President
Principal Place of Business Address: 906 West 2nd Avenue, Suite 400 Spokane, WA 99201-4502
Email Address: Charlie_Isaacs@ajg.com
Telephone: (509) 838-5571
Fax: (509) 838-5613

"CONTRACTOR"

BLUE ROUTE SHEET - CITY COUNCIL APPROVAL NOT REQUIRED

From/Department Originating: HR **Date Submitted:** 1/4/19 **Return To:** Julia Hill, x2161

(1) Indicate signature authority:

- ☒ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015) [Electric, Water and Sewer Service Agreements with a Value of $150,000 or Less]
- ☐ City Manager Signature Authority per Ordinance 1941 (CC Action – June 16, 2015) [All Other Service Agreements with a Value of $100,000 or Less]
- ☐ City Manager Signature Authority per Resolution 6603 (CC Action - July 13, 1999) [Miscellaneous Agreements including Confidentiality Agreements]
- ☐ City Manager Signature Authority per Resolution 5600 (CC Action – May 28, 1991) [Miscellaneous Agreements]
- ☐ Chief of Police Signature Authority per Resolution 6000 (CC Action - April 4, 1995) [Miscellaneous Police Agreements]
- ☐ Other: _____

(2) Document: Gallagher Benefit Services, Inc. – Agreement for Services
[NAME OF DOCUMENT AND CONTRACTOR/OTHER PARTY

(3) Insurance is in compliance per **attached** EBIX printout **[NOTE: IF INSURANCE IS NOT IN COMPLIANCE, AGREEMENT WILL BE RETURNED AND NOT ROUTED FOR CITY SIGNATURES]**

(4) Department head originating agreement: _____ for
[SIGNATURE]

(5) **FINANCE DEPARTMENT** ☐ Not Applicable

Certified as to availability of funds: _____
[SIGNATURE] ***Note: this is a replacement contract for existing services by Rehn and Associates***

Account Number to be charged: 001-2514-87870

a) Original Contract Amount/Change Order Contingency ***(include prior amendment(s), if applicable)***:
$ 30,000.00 [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

b) All Previous Change Order Amounts (if applicable):
$_____

c) Current Amendment/Change Order Amount (if applicable):
$_____ [NOT TO EXCEED CONTRACT DOLLAR AMOUNT]

d) Total: $30,000.00 [(a), (b), and (c) for Agreements, or (b) and (c) for Change Orders]

NOTE: AGREEMENTS OVER $100K/CHANGE ORDERS OVER THE CONTINGENCY REQUIRE COUNCIL APPROVAL

(6) **CITY ATTORNEY'S OFFICE**

Approved as to form: _____ Date: 1/8/19
[CITY ATTORNEY/AUTHORITY COUNSEL]

City Attorney's Office Assignment Number: 18.2323

(7) **CITY CLERK'S OFFICE**

Attached: 2 original(s) _____ copy(ies)

✓ Transmit the attached original / ~~copy~~ to contractor

✓ Fully executed original on file in City Clerk's Office

Date Processed by Clerk's Office: 1-14-1588

EBIX Insurance No. S20000908

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND GALLAGHER BENEFIT SERVICES, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Gallagher Benefit Services, Inc., a Delaware 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 A, entitled "Scope of Services";

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

Except for the HealthInvest Adoption Packet executed by the City and Contractor with respect to the Contractor's services as the HRA Service Manager for the City's VEBA Postretirement Medical Reimbursement Account ("VEBA MRA")

Plan (the "Plan Adoption Packet"), 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 as of the last date of signatures and terminate on December 31, 2019.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

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 Thirty Thousand Dollars and No Cents ($30,000.00), 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

During the term of this Agreement, City shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the City pursuant to this Agreement or the Plan Adoption Packet.

The State acknowledges that the HealthInvest HRA program, including the style and content of all plan documents, literature, forms and communication; educational material; system software; websites; and HealthInvest HRA-related copyrights and trademarks are proprietary property of Contractor or its subcontractors. However, to the extent that the City engages Contractor for an additional fee to create customized material or other work product, all such material or work product, 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 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 customized 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 attributable to the willful misconduct, negligent act, or omission of the Contractor in connection 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 obligations to protect, defend, indemnify, and hold harmless in full the City and its employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of City, 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.

D. Notwithstanding the foregoing provisions of this Section 14, to the fullest extent permitted by applicable law (1) the Contractor shall not be liable for any punitive losses, whether or not the likelihood of such losses was known by the Contractor and (2) the aggregate liability of the Contractor hereunder shall not exceed $20,000,000.

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: Human Resources
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at humanresources@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Charlie Isaacs
Area President
Gallagher Benefit Services, Inc.
906 West 2nd Avenue, Suite 400
Spokane, WA 99201-4502
(509) 838-5571
Charlie_Isaacs@ajg.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:

BRIAN DOYLE
City Attorney

Dated: 1/11/19

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

"CITY"

GALLAGHER BENEFIT SERVICES, INC.,

a Delaware corporation

Dated: January 9, 2018
By (Signature):
Name: Charlie Isaacs
Title: Area President
Principal Place of Business Address: 906 West 2nd Ave., Suite 400
Email Address: Charlie_Isaacs@ajg.com
Telephone: 800-888-8322
Fax: (509) 838-5613

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are as follows:

Contractor ("Gallagher") will provide City with its HealthInvest HRA solution for the administration, recordkeeping, and customer service required by City's VEBA MRA Plan. The adoption of HealthInvest HRA will provide the City and its participants with a new system administration platform that will deliver best-in-class administration, recordkeeping, and participant and employer online and contact center services.

Administration and Recordkeeping Services

- Establish and maintain separate participant accounts
- Track the daily value of each account
- Post and allocate contributions for new and existing participants
- Process participant-directed investment elections
- Perform daily recordkeeping of contributions, investment gains and losses, claims paid, and Plan fees and expenses
- Perform daily investment valuation
- Deduct daily, monthly, or annual Plan fees from participant accounts
- Generate and deliver statements in paper or electronic form, as elected by participants
- Perform administrative processing, including eligibility, enrollment, and claims
- Process forfeitures in accordance with the State's plan design and applicable regulatory requirements
- Conduct withholding, reporting, and payment of applicable federal fees and taxes
- Report coverage information as required under applicable law, including Medicare and the Affordable Care Act
- Deliver required notices to plan sponsors and participants as required by applicable regulations, including the Affordable Care Act, HIPAA, and COBRA
- Single platform that integrates all facets of plan administration, including investment fund elections and changes, into one real-time system
- Integrated customer service, enrollment, contributions, claims, recordkeeping, communication, and online participant and plan sponsor portals
- Real-time information available to customer care representatives, claims processors, administrative specialists, plan sponsors, and participants
- Custom-designed functionality with unique HRA operation, compliance, and administration needs in mind
- Robust online platform
  - Enroll participants electronically and eliminate the hassle of paper enrollment forms
  - View its participant roster with effective dates, separation dates, claims-eligibility dates, and more
  - Create new contribution reports or update and use previous reports
  - Access contribution history

- Submit participant status changes in lieu of using paper forms
- Access reports containing aggregate investment and benefit (claims) information

- Document intake scanning and indexing
- Outbound print fulfillment

Participant and Plan Sponsor Online Services

- Participant Portal:
  - Online claim and automatic premium reimbursement submission
  - View account, claim, and investment activity
  - View and change investment allocation
  - View account and tax statements, and explanation of benefits (EOBs)
  - Access to forms, literature, and other resources
  - View and manage covered individuals and contact information
- HRAgo® mobile application:
  - Mobile claim submission
  - View account, claim, and investment activity
  - View and change investment allocation
  - View and manage covered individuals and contact information
- Plan sponsor portal:
  - Paperless (automatic) enrollment
  - Online contribution report submission: upload a template, copy a previous report, or build from participant roster
  - View contribution and deposit history
  - Submit participant status changes
  - Access to forms, literature, and other resources
  - On-demand reporting
    - Participant Roster Report: list of participants and various demographic information including effective date, claims-eligibility status, separation date, coverage tier, and account balance
    - Employer Report: generated on a month-to-date, quarter-to-date, or year-to-date period and includes investment activity containing aggregate participant fund balances, investment allocation information, and disbursement activity containing aggregate claims information

Investment Management Services

- Investment management provided by Gallagher Fiduciary Advisors, LLC
- Standard fund lineup includes target allocation funds and single funds from various asset classes designed and monitored to accommodate diverse and individual needs

EXHIBIT B
SCHEDULE OF FEES

To provide the enhanced system administration platform and expanded investment management and contact center services described herein, including the cost of printing, mail service, and postage, the City will be billed a flat monthly fee of $2,500. Total not to exceed annual contract costs will be Thirty Thousand Dollars and No Cents ($30,000), subject to budget appropriations.

Pursuant to the Plan Adoption Packet, the City is adopting the HealthInvest HRA program for its VEBA MRA Plan. The City acknowledges and agrees that the Contractor and other subcontractors under the HealthInvest HRA program ("Existing Plan Service Providers") are currently providing some services to the City for its VEBA MRA Plan and are paid separately either from plan assets or directly by the City pursuant to contracts or agreements directly between the City and such Existing Plan Service Provider.

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
   $1,000,000 general aggregate
   $1,000,000 products/completed operations aggregate
   $1,000,000 personal injury

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

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

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

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

3. This policy must include a dual Waiver of Subrogation between the Contractor and 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.

   Contractor shall replace any cancelled or renewed policy with no coverage gap and submit a current certificate of insurance to the contract manager listed above.

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 *insurance coverage that is at least equivalent to the coverages listed in the grid attached as Exhibit A.* 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 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. 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 Human Resources Dept.
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

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

H. QUALIFYING INSURERS

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

19-1044 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Action on California Library Literacy Services Grant Awards and Related Budget Amendment

BACKGROUND
The California State Library, California Library Literacy Services (CLLS) provides an annually funded grant for ongoing operations of public library adult and family literacy programs. In addition, CLLS provides a second family literacy award, intended to support services to low-literate adults and their families. The Library Department qualifies for both grants through its adult and family literacy program, titled “Read Santa Clara.”

DISCUSSION
For fiscal year 2019/20, the Library Department has qualified for $43,000 in grant funds:

California Library Literacy Services grant award, first installment of $18,000:
The grant is to help cover the operating expenses for the Library Department’s Adult Literacy and Families for Literacy programs. The grant award is comprised of a baseline (first installment) amount of $18,000, plus a future allocation established by the previous fiscal year’s 1) per capita amount per adult learner served and 2) a match on local funds raised and expended for adult literacy services. Local funding for Read Santa Clara’s family literacy program is a combination of 1) donations and grants raised by the Santa Clara City Library Foundation and Friends and 2) staff salary and expenditures for books and materials covered by the City’s General Fund. A copy of the California State Library award letter, dated August 16, 2019, is attached to this report (Attachment 1).

California Library Literacy Services - Family Literacy grant award, $25,000:
The grant will be used for services to families provided by Read Santa Clara’s family literacy program. These services would include family literacy events for low-literate families and supporting low-literate parents/caregivers with the tools needed to help their children succeed in school. A copy of the Family Literacy award letter is attached to this report (Attachment 2).

At the October 7, 2019 Board of Library Trustees meeting, the Board approved the Staff recommendation (Attachment 3) to accept the CLLS grant award of $18,000 and the CLLS - Family Literacy grant award of $25,000, to Read Santa Clara’s Family Literacy program.

The CLLS grants require that the grant awards are deposited in the City’s accounting system by June 30, 2020 and expended by December 31, 2020. Staff will monitor and evaluate any unexpended funds against budget and expenses to ensure requirements are met.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Acceptance of the $43,000 grant awards and approval of the appropriation of grant funds will help cover adult and family literacy programming for the Read Santa Clara program. There are no matching fund requirements. FY 2019/20 Adopted Operating Budget includes $40,000 in estimated revenue of California Library Literacy Services Grant and appropriations of $20,000 for the Adult Literacy Program in the Library Operating Grant Fund. Staff recommends an increase in estimated revenue to $43,000 and appropriation of the full grant award of $43,000.

Budget Amendment
FY 2019/20

	Current	Increase/ (Decrease)	Revised
Fund 112 - Library Operating Grant Fund			
Revenues			
California Library Literacy Services Grant	$40,000	$3,000	$43,000
Expenditures			
Adult Literacy Program	$20,000	$23,000	$43,000
Fund Balance			
Unrestricted Reserve	$20,000	($20,000)	$0

COORDINATION

This report has been coordinated with the Finance Department.

PUBLIC CONTACT

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

RECOMMENDATION

Accept the California Library Literacy Services grant award of $18,000 and the California Library Literacy Services - Family Literacy grant award of $25,000 into the Library Adult and Family Literacy Grant Fund, and approve the related budget amendment. (Requires five affirmative votes by the City Council).

Reviewed by: Hilary Keith, City Librarian
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Award letter dated August 16, 2019
2. CLLS - Family Literacy award letter
3. Report to the Board of Library Trustees for Meeting of October 7, 2019

California
STATE LIBRARY
FOUNDED 1850
PRESERVING OUR HERITAGE, SHAPING OUR FUTURE

August 16, 2019

Hilary Keith, City Librarian
Santa Clara City Library
2635 Homestead Road
Santa Clara, CA 95051-5322

hkeith@santaclaraca.gov

Dear Ms. Keith:

We're happy to provide funds for the fiscal year that began July 1, 2019 to support your California Library Literacy Services program and the important work you, your staff and volunteers do in your community.

The recently signed state budget continues California Library Literacy Services funding at $4.82 million and $2.5 million for family literacy.

At this time, we're providing the $18,000 baseline amount for your program. The remainder will be sent in the fall after a review of the Final Report you submit to us in September.

There are three parts to the library's funding formula:

1. A *baseline* amount ($18,000) for each approved literacy program to provide libraries with the funding needed to deliver a minimum level of local literacy staffing and services;
2. A *per capita* amount per adult learner served in the previous year; and
3. A *match* on local funds raised and expended for adult literacy services—reflecting a commitment to a continuing state/local partnership and providing an incentive for increased local support for adult literacy.

- Your funds must be encumbered by June 30, 2020, and fully expended in accordance with your approved budget by December 31, 2020. Encumbered funds are those that have been deposited in the awardee's accounting system and for which a budget has been provided to and approved by the State Library.
- Please refer to the new California Library Literacy Services allowable and unallowable costs document to guide your program expenditures and please get in touch with us if you have any questions.
- We encourage you and your colleagues to participate in the library literacy training opportunities that will be made available by the State Library and regional networks.

The following specific issues or observations are being made about your application:

None

The payment process begins once we receive your signed Claim & Certification Forms (attached). Please direct any questions to Andrea Freeland @ 916.651.3191 and/or andrea.freeland@library.ca.gov.

> ***NOTE:*** ***Both forms*** *must be completed, signed with original signatures and mailed to Fiscal Office in order to be processed for payment.*

Thank you for your willingness to do so much for so many people in need.

Respectfully yours,

Greg Lucas
California State Librarian

cc: Shanti Bhaskaran, Literacy Coordinator (via email: *sbhaskaran@santaclaraca.gov*)
File
Enc.: Claim Form & Certification

PLEASE COMPLETE AND RETURN THIS PAGE

Claim Form

State of California
California Library Literacy and English Acquisition Services (CLLS)

California Education Code; Section 18880-18883
Budget Citation Chapter 23 – Budget Item 6120-213-0001

Fiscal Year: 2019-2020		
Reporting Structure: 61202000	COA: 5432000;	Approp. Ref: 213
Purchasing Authority Number: CSL-6120	Category: 84121600	Program #: 5312

FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT

Amount Claimed – First Installment - **$ 18,000**

Santa Clara City Library - 2635 Homestead Road Santa Clara, CA 95051-5322

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

***Santa Clara City Library - 2635 Homestead Road Santa Clara, CA 95051-5322**

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.

Official Representative or Fiscal Agent (Signature Required) _____ Title _____

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By _____
State Library Representative

Approval by State:

CLLS $ _____

Date: _____

*The warrant address must match that on file in Fi$Cal. If you need to change the authorized library name and/or address, please contact Colette Moody, CSL Fiscal Office. (Colette.Moody@library.ca.gov)

PLEASE COMPLETE AND RETURN THIS PAGE

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Santa Clara City Library

SIGNED **DATE**

_____ _____

Signature - Authorized representative

_____

Typed/Printed Name and Title of Authorized Representative

_____

Email address of authorized representative

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

Family Literacy Award

CALIFORNIA Library Literacy SERVICES
30 YEARS
A program of the California State Library

Santa Clara City Library
Hilary Keith, City Librarian
2635 Homestead Road
Santa Clara, CA 95051-5322

hkeith@santaclaraca.gov

Dear Ms. Keith:

We are delighted to provide you with a Family Literacy grant for **$25,000** to support family literacy programming for English-speaking adults with low-literacy skills, and their families, in your community. We hope that these funds will strengthen the services you provide to the learners enrolled in your California Library Literacy Services program and support you in reaching out and engaging unserved adults and families.

Please remember:

- The funds support adult learner-centered strengths-based family literacy services that are grounded in California Library Literacy Services values and supported by strong coordination between the California Library Literacy Services program, library administration, and other library staff, as well as external partnerships with other organizations serving families and children.

- The funds are intended to support family literacy services for English-speaking adults with low literacy skills, and their families, not the general adult or youth services populations. Please work with appropriate partners to help ensure that your services are provided for the targeted population.

- Your budget line items are the same as for your California Library Literacy Services funding and the same funding restrictions apply.

- Approximately 2/3 of the literacy programs are receiving family literacy funds in fiscal year 2019/2020. In future years, we anticipate that more libraries will apply for a share of the funds. In these early years of the program, we encourage you to consider your award, in part, as seed funds that help you to start or expand services, and not to commit to ongoing expenses that you cannot maintain if you receive less funding next year.

- Your funds must be encumbered by June 30, 2020, and fully expended (in accordance with your approved budget) by December 31, 2020. Encumbered funds are those that have been deposited in the awardee's accounting system and for which a budget has been provided to and approved by the State Library.

- Please refer to the new California Library Literacy Services allowable and unallowable costs document to guide your program expenditures, and please be in touch with us if you have any questions.

- We encourage you and your colleagues to participate in the library literacy training opportunities that will be made available by the State Library and regional networks.

We're confident that the newly-awarded family literacy funds will have a significant impact in communities across the state. Our plans to identify and demonstrate this impact are as follows:

- You'll report on your 2019-2020 fiscal year family literacy services experience and expenditures in the annual Final Report in August 2020. Please count everyone who participates in your family literacy programs, including learners who are enrolled in your California Library Literacy Services program as well as other low-literate adults and their families who participated in programming but may not be officially enrolled and matched with a tutor. Also, please document all the programs, services, and resources you provide.

- We'll provide you with an additional off-cycle reporting form in December 2020 to capture more information about your successes and challenges.

- In preparation for the 2020-2021 fiscal year and beyond, in spring 2020, we'll make available a sustainable evaluation framework for family literacy services that relates to the services you provide. This will make it easier to integrate your information into the annual California Library Literacy Services reporting form.

Respectfully yours,

Greg Lucas
California State Librarian

cc: Shanti Bhaskaran, sbhaskaran@santaclaraca.gov

Enc.: Claim Form

PLEASE COMPLETE AND RETURN THIS PAGE

Claim Form

State of California
California Library Literacy and English Acquisition Services (CLLS)

California Education Code; Section 18880-18883
Budget Citation Chapter 23 – Budget Item 6120-213-0001

Fiscal Year: 2019-2020		
Reporting Structure: 61202000	COA: 5432000;	Approp. Ref: 213
Purchasing Authority Number: CSL-6120	Category: 84121600	Program #: 5312

FOR PAYMENT OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT

Amount Claimed – Final Installment **- $25,000**

Santa Clara City Library

claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Warrant to be issued for payment to the library to be addressed to:

***Santa Clara City Library - 2635 Homestead Road Santa Clara, CA 95051-5322**

(Authorized agency to receive, disburse and account for CLLS funds)

I hereby certify under penalty of perjury: that the library named above shall use their allowance solely for the purposes indicated in their CLLS application and in Sections 18880-18883 of the California Education Code.

Official Representative or Fiscal Agent (Signature Required) _____ Title _____

MAIL ONE ORIGINAL SIGNATURE TO:
California State Library
Fiscal Office – CLLS
P. O. Box 942837
Sacramento, CA 94237-0001

State Library Local Assistance Office Use Only

STATE OF CALIFORNIA, State Library Fiscal Office

By _____
State Library Representative

Approval by State:

CLLS $ _____

Date: _____

*The warrant address must match that on file in Fi$Cal. If you need to change the authorized library name and/or address, please contact Colette Moody, CSL Fiscal Office. (Colette.Moody@library.ca.gov)

19-1029 **Agenda Date: 10/7/2019**

REPORT TO BOARD OF LIBRARY TRUSTEES

SUBJECT
Action on California Library Literacy Services Grant Awards and Related Budget Amendment

BACKGROUND
The California State Library, California Library Literacy Services (CLLS) provides an annually funded grant for ongoing operations of public library adult and family literacy programs. In addition, CLLS provides a second family literacy award, intended to support services to low-literate adults and their families. The Library Department qualifies for both grants through its adult and family literacy program, titled “Read Santa Clara.”

DISCUSSION
For fiscal year 2019/20, the Library Department has qualified for $43,000 in grant funds:

California Library Literacy Services grant award, first installment of $18,000:
The grant is to help cover the operating expenses for the Library Department’s Adult Literacy and Families for Literacy programs. The grant award is comprised of a baseline (first installment) amount of $18,000, plus a future allocation established by the previous fiscal year’s 1) per capita amount per adult learner served and 2) a match on local funds raised and expended for adult literacy services. Local funding for Read Santa Clara’s family literacy program is a combination of 1) donations and grants raised by the Santa Clara City Library Foundation and Friends and 2) staff salary and expenditures for books and materials covered by the City’s General Fund. A copy of the California State Library award letter, dated August 16, 2019, is attached to this report (Attachment 1).

California Library Literacy Services - Family Literacy grant award, $25,000:
The grant will be used for services to families provided by Read Santa Clara’s family literacy program. These services would include family literacy events for low-literate families and supporting low-literate parents/caregivers with the tools needed to help their children succeed in school. A copy of the Family Literacy award letter is attached to this report (Attachment 2).

Staff recommends acceptance of the CLLS grant award of $18,000 and the CLLS - Family Literacy grant award of $25,000, to Read Santa Clara’s Family Literacy program.

The CLLS grants require that the grant awards are deposited in the City’s accounting system by June 30, 2020 and expended by December 31, 2020. Staff will monitor and evaluate any unexpended funds against budget and expenses to ensure requirements are met.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Acceptance of the $43,000 grant awards and approval of the appropriation of grant funds will help cover adult and family literacy programming for the Read Santa Clara program. There are no matching fund requirements. FY 2019/20 Adopted Operating Budget includes $40,000 in estimated revenue of California Library Literacy Services Grant and appropriations of $20,000 for the Adult Literacy Program in the Library Operating Grant Fund. Staff recommends an increase in estimated revenue to $43,000 and appropriation of the full grant award of $43,000.

Budget Amendment
FY 2019/20

	Current	Increase/ (Decrease)	Revised
Fund 112 - Library Operating Grant Fund			
Revenues			
California Library Literacy Services Grant	$40,000	$3,000	$43,000
Expenditures			
Adult Literacy Program	$20,000	$23,000	$43,000
Fund Balance			
Unrestricted Reserve	$20,000	($20,000)	$0

COORDINATION

This report has been coordinated with the Finance Department.

PUBLIC CONTACT

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

RECOMMENDATION

Recommend to City Council to accept the California Library Literacy Services grant award of $18,000 and the California Library Literacy Services - Family Literacy grant award of $25,000 into the Library Adult and Family Literacy Grant Fund, and approve the related budget amendment. (Requires five affirmative votes by the City Council).

Reviewed by: Hilary Keith, City Librarian
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Award letter dated August 16, 2019
2. CLLS - Family Literacy award letter
3. Reserved

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19-1049 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on Community Grant Request from the Santa Clara Women's League for Use of City Facilities in 2020

BACKGROUND

On September 18, 2018, the City Council adopted Resolution No. 18-8605 approving the Community Grant Policy (Policy), which established a program to award grants that provide a public benefit for the City of Santa Clara and its residents (Attachment 1). The Policy provides a standardized process to award grants to qualifying non-profit community organizations, athletic groups or organizations, educational groups or organizations, or individuals, for events, activities, and competitions. Applications for the Community Grant program are submitted to the City Manager's Office and evaluated by staff for consistency with the policy. The City Manager is authorized to award grants consistent with the Policy up to $10,000 per applicant on a first come-first served basis throughout the fiscal year.

DISCUSSION

Founded in 1983, Santa Clara Women's League is a non-profit organization dedicated to supporting the Santa Clara Senior Center's Health and Wellness Program. The group annually produces "Showtime," a melodrama performance held in March of each year at the City's Community Recreation Center. The net proceeds from Showtime are donated to the City's Senior Center Health and Wellness Program, which provides health education, healthcare coaching, social engagement, home visits, and blood pressure checks to seniors as well as hosts the "Be Strong Live Strong Health and Wellness Fair." The Santa Clara Women's League donated $20,000 to the Health and Wellness Program in 2016, $15,000 in 2017, $15,000 in 2018, and $15,000 in 2019. The group anticipates raising $15,000 from next year's Showtime performances for their annual donation.

On August 30, 2019, the Santa Clara Women's League submitted a Community Grant request (Attachment 2) that, if approved, would cover the full cost of their use of the City's Community Recreation Center and Santa Clara Senior Center for their annual 3-day Showtime performance on March 6-8, 2020, seventeen (17) Showtime rehearsals, five (5) Showtime Committee meetings, and nine (9) general meetings (for a total of 34 facility uses). The total request of $14,549 is equivalent to the current FY 2019/20 City cost recovery rates for staff, equipment and facility use. While the request exceeds the $10,000 maximum grant request limit authorized under the Community Grant Policy, the City approved a similar grant request in January 2019 in the amount of $17,159 to cover the cost of the Santa Clara Women's League's use of the City's Community Recreation Center and Senior Center meetings and performances.

The Policy requires that events and activities being funded by the community grant must meet all of the following criteria:

a) Provides a benefit to Santa Clara residents;
b) Contributes positively to the recognition and image of the City of Santa Clara;
c) If the grant is for an event, then the event will be open to the general public and does not discriminate on the basis of race, gender, religion, sexual orientation, or any other protected characteristic under state or federal law;
d) Aligns with established Council goals;
e) Grant funds will not be used for political or religious purposes;
f) If the event or activity is a fundraising event, the proceeds from the fundraising activity will support programs, services, or events for residents of the City of Santa Clara.

Based on the information provided in Santa Clara Women's League's application, the events and activities for which the community grant will cover meet all the eligibility criteria set forth in the Policy.

The Santa Clara Women's League application requests use of City facilities on 34 occasions in 2020. Table 1 below provides the projected costs covered by the request based on the current municipal fee schedule. These costs are anticipated to change as part of the proposed User Fees for Cost of Services - Phase II of the Municipal Fee Schedule, which is currently scheduled for Council's consideration at the November 19, 2019 Council meeting.

Table 1 - Santa Clara Women's League

Activity	**Facility**	**Anticipated Facility Rental, Staffing and Equipment Costs**
Showtime performances (3 days)	Community Recreation Center	$9,327.50
Showtime rehearsals (17 rehearsals)	Community Recreation Center (4 rehearsals) and Senior Center (13 rehearsals)	$4,809.50
Showtime committee meetings (5 meetings)	Senior Center	$250.00
General monthly meetings (9 meetings)	Senior Center	$162.00
TOTAL		**$14,549.00**

If the Community Grant is approved, consistent with other Community Grant awards, staff will request Santa Clara Women's League to submit a reporting of the attendance for each of the Showtime performances held from March 6-8, 2020 and overall revenues within 30 days of event completion.

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

Council approved $100,000 in the FY 2019/20 Adopted Operating Budget to fund community grants. As of the writing of this report, $37,419 in grant funds was approved for FY 2019/20 in accordance with the Community Grant Policy as detailed in the table below.

Table 2 Community Grants Approved to Date in FY 2019/20		
Organization	**Event(s)**	**Grant Amount**
Catalyze SV on behalf of Soc Good Fund	Envisioning Great Places - October 16, 2019	$1,205
Community X on behalf of TA Inc	Cx: The Element of Change Social Impact Summit 2019 - September 27, 2019	$10,000
Historic Preservation Society Santa Clara	2019 Historic Home Tour Dinner - December 7, 2019	$4,105
Kidzrule, Inc.	Santa Clara Children's Business Fair - October 12, 2019	$1,911 **Remaining grant amount issued in FY 19/20*
Positive Alternative Recreatic Teambuilding Impact	ExPosure Charity Fashion Show - October 24, 2019 and four youth training events on September 21 & November 9, 2019 and February 22 & April 18, 2020	$10,000
Santa Clara Firefighters Foundation	Firehouse Run - December 1, 2019	$10,000
Santa Clara Women's Leagu	Showtime (Performance, Rehersals, Meetings) and Regular Monthly Meetings - various dates from January to December 2019	$198 **Remaining grant amount issued in FY 19/20*
Total Grant Funds Approved for FY 19/20 to Date		$37,419

The remaining balance available in the Community Grant budget allocation is $62,581.

COORDINATION

This report was coordinated with the City Attorney's Office, the Parks and Recreation Department 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> or at the public information desk at any City of Santa Clara public library.

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RECOMMENDATION

Approve a community grant for the Santa Clara Women's League in the not-to-exceed amount of $14,549 and authorize the City Manager to adjust the final grant amount, subject to the approval of User Fees for Cost of Services - Phase II of the Municipal Fee Schedule.

Reviewed by: Ruth Shikada, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Community Grant Policy
2. Santa Clara Women's League Community Grant Application and Special Event Applications

COMMUNITY GRANT POLICY

PURPOSE

To establish a standardized process to award grants to qualifying non-profit community organizations, youth athletic groups or organizations, educational groups or organizations, or individuals, for events, activities, and competitions that provide a public benefit for the City of Santa Clara and its residents.

POLICY

Annually, and subject to availability of funds, the City Council shall establish grant appropriation(s) as part of the approval of the budget. Community grants, subject to availability of funds, shall not exceed $10,000 per applicant, per year. To receive grant funds, grant applications must be submitted at least ninety (90) days before the planned event/activity being funded, regardless of the form of the grant, and will be evaluated by the City Manager's Office on a case-by-case and "first come-first served" basis, throughout the fiscal year. Applicants are encouraged to submit their applications at the beginning of the fiscal year, for events or activities occurring at any time during that fiscal year, to maximize opportunity for availability of funds.

The City Manager's Office shall approve or deny an applicant's request based upon the eligibility criteria set forth below, and subject to funding availability as approved by the City Council through the adoption of the annual budget. Grants for community events shall not be provided for waiver of or reimbursement for already discounted permit fees.

Grants for attendance at youth state, national, or international competitions or performances shall be limited to costs of registration, hotel, transportation and food for participants and coaches/chaperones only. Due to short notice to advance to state, national, or international competitions, applicants shall submit an application within one week of advancing to such competitions.

In all cases, the City reserves the right to reject any and all applications in the event the City Manager's Office identifies a potential conflict of interest or the appearance of a conflict of interest. Submission of an application in no way obligates the City to award a grant and the City reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.

ELIGIBILITY CRITERIA

In addition to a timely and complete application, the applicant must demonstrate that the event or activity being funded (other than competition funding, described below) by the City's grant will satisfy all of the following criteria:

a) Provides a benefit to Santa Clara residents

b) Contributes positively to the recognition and image of the City of Santa Clara

c) If the grant is for an event, then the event will be open to the general public and does not discriminate on the basis of race, gender, religion, sexual orientation, or any other protected characteristic under state or federal law

d) Aligns with established Council goals

e) Grant funds will not be used for political or religious purposes

f) If the event or activity is a fundraising event, that the proceeds from the fundraising activity will support programs, services or events for residents of the City of Santa Clara

If the activity being funded is individual or group attendance at a youth competition or performance, then the applicant must demonstrate that the activity being funded by the City's grant will satisfy all of the following criteria:

a) Funding the activity provides a benefit to Santa Clara residents, students or schools

b) Contributes positively to the recognition and image of the City of Santa Clara

c) Aligns with established Council goals

d) Grant funds will not be used for political or religious purposes

e) The grant funds requested will only be used for a specific state, national, or international title or performance

f) The grant funds requested do not exceed 20% of the allowable expenses (registration, hotel, transportation, and food) and comport with the other requirements stated in the application

g) Individuals, teams or groups should either be from Santa Clara schools or have at least 50% of the students from the teams or groups be residents in the City of Santa Clara

h) The student-to-coach/chaperone ratio is six students to one coach/chaperone

COMMUNITY GRANT POLICY (cont.)

PROCEDURE

1. City Council approves an annual budget item for City grants, to be administered by the City Manager's Office
2. Applicants submit timely and complete grant applications to the City Manager's Office for review
3. City Manager's Office reviews application for compliance with eligibility criteria and availability of funds. City Manager may seek additional information from applicant as necessary.
4. If an application is approved by the City Manager's Office, then the approved application marked accordingly shall be transmitted to the applicant with additional instructions, if any.
5. If an application is not approved by the City Manager's Office, the City Manager shall notify the applicant in writing.
6. If the applicant has received a grant for an event/activity other than competition attendance, then applicant shall submit proof that the grant funds have been spent in the manner and for the purposes stated on the application within thirty (30) days after the event/activity.
7. If the applicant has received a grant for competition attendance, then proof of all allowable expenses actually incurred, as well as allocation of grant funds, shall be submitted to the City Manager's Office by the applicant within thirty (30) days after the competition.
8. If an applicant makes a grant request directly to a member of the City Council, whether individually or as a group, the Council shall refer the applicant to the City Manager's Office for application and review in accordance with this policy.
9. Staff shall report any distributions in accordance with applicable tax law.

Attachment: City of Santa Clara Community Grant Application

City of Santa Clara
The Center of What's Possible

COMMUNITY GRANT APPLICATION

RECEIVED
AUG 30 2019
Office of the City Manager
City of Santa Clara

INTRODUCTION

Please review the City of Santa Clara Community Grant Policy and complete this application.

- Applications must be submitted at least ninety (90) days before the planned event/activity.
- Applications for attendance at a youth state, national, or international competition or performance must be submitted within a week of advancing to such competition or performance.
- All applications must be submitted by mail to the City Manager's Office at 1500 Warburton Ave. Santa Clara, CA 95050 or by email to CJung@santaclaraca.gov.
- Submission of this application in no way obligates the City of Santa Clara to award a grant.
- The City of Santa Clara reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
- If you have any questions, please contact CJung@santaclaraca.gov or call (408) 615-2218.

TO BE COMPLETED BY APPLICANT

Name of Individual/Entity/Non-Profit Organization: Santa Clara Women's League

Address: PO Box 3033, Santa Clara, CA 95055-3033

Tax ID #: 77-0148161

Contact Person Name and Title: Marti Ragone, President / Rick Mauck, Director

Contact Person E-mail: [redacted]

Contact Person Phone: [redacted]

Are you a non-profit organization? Yes ☒ No ☐
If yes, please attach proof of non-profit status to this application.

Please mark what type of event/activity you are requesting grant funding for:
Youth competition or performance ☐ **Other Type of Eligible Event/Activity** ☒

EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE being SOUGHT

Event/Activity Name: SHOWTIME 2020 / Melodrama rehearsals, Showtime 2020 Events, SCWL meeting

Event/Activity Date: Melodrama rehearsals @ SR. Ctr Jan & Feb & SCWL meetings Aug – May; Showtime rehearsals & Event March 1st → 3rd

Event/Activity Start Time: See attached

Event/Activity End Time: See attached

Event/Activity Description: See attached description of last years 2018 events from City's website

Event/Activity Venue: SR. Center and CRC

Event/Activity Address: 1303 Fremont St, Santa Clara; 969 Kiely Blvd

Organization/Event/Activity Website: santaclarawomensleague.org

Expected # of Attendees: rehearsals 25; meetings 15; Showtime event 300

City of Santa Clara
The Center of What's Possible

COMMUNITY GRANT APPLICATION

DESCRIPTION OF EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Describe in detail what the grant funds will be used for and how it will benefit Santa Clara residents, students, or schools.

The Santa Clara Women's League (SCWL) formed in 1984 for the sole purpose of assisting the City of Santa Clara fund the Health & Wellness program at the Santa Clara Sr. Center. Annually the SCWL has raised money through the Showtime event and donated $15,000 annually and almost $300,000 to the City through its non-profit organization

Describe how your event or activity will contribute positively to the recognition and image of the City of Santa Clara.

Showtime is an annual 3 day event performance of a melodrama and enterainment acts, and donation drawings put on by volunteers from the community, including present and past Council and Commission members, present and past City staff members, business people, and residents.

Describe how your event or activity aligns with established Council goals.

By involving the community in a fund raising event to maintain City services to seniors at the City's Sr. Center directly enlances Community Engagement and Transparency (Council Goal #5.), and Maintains adequate staffing levels (Council Goal #4) at the Sr. Center.

Is your event or activity open to the public? Yes ☒ No ☐

Is your event or activity political or religious in nature? Yes ☐ No ☒

Have you received grant funding from the City of Santa Clara in the past?
If yes, please describe when, how much was received, and how the funds were used.

No

Is your event or activity a fundraiser? Yes ☒ No ☐

If your event is a fundraiser, please describe how the proceeds from the fundraising activity will support programs, services, or events for the residents of Santa Clara.

The event has been conducted annually since 1984, and annual donations from the SCWL has contributed almost $300 000 to help support the cost for staffing the City's Health and Wellness Program at the City's Sr. Center.

City of Santa Clara
The Center of What's Possible

COMMUNITY GRANT APPLICATION

List all other sources of funding for the event or activity:
All proceeds from the annual Showtime events fundraiser go towards the annual donation to the City. No other source of funding except SWCL activities.

Amount of Anticipated Expenses: (for use of City facilities only): $1,998 + $12,551.00 = $14,549.00

Amount of Grant Request: $14,549.00

Please note that applicants requesting grant funding for any type of event or activity that is not a youth competition or performance are required to submit a completed Special Event Application and a copy of the event/activity budget with this application.

GRANT FUNDING FOR YOUTH COMPETITIONS AND PERFORMANCES ONLY

Please complete this section only if you are applying for grant funding for attendance at a youth state, national, or international competition or performance.

Are you affiliated with a school? Yes ☐ No ☐
If yes, please complete the information requested below.

School Name: _____

Percentage of Students who are Santa Clara Residents: _____

Please provide the anticipated expense breakdown for registration, transportation, hotel, and/or food. Please note that alcohol is not an allowable expense for grant funds.

Registration: $ _____

Transportation: $ _____

Hotel: $ _____

Food: $ _____

Total Eligible Expenses: $ _____

20% of Eligible Expenses: $ _____

Please state the number of students, coaches and/or chaperones being funded below. Please note that the acceptable ratio is six students to one coach/chaperone.

Number of Youth: _____

Number of Coaches/Chaperones: _____

City of Santa Clara

The Center of What's Possible

COMMUNITY GRANT APPLICATION

By my signature below, I have read and understand the Community Grant Policy. I make the following representations and acknowledge agreement to the following terms and conditions:

- Upon approval of this application, as evidenced by the signature of the City Manager below, this application becomes a binding contract between the entity named above and the City of Santa Clara.
- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- If funds are provided by the City, the funds will be used for the purposes set forth above.
- In no event shall the City's financial responsibility exceed the approved amount, set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.
- This application and award of grant shall be subject to the requirements of the Community Grant Policy.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant. The City does not endorse the specific event or activity.
- Applicant shall defend and indemnify the City and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from the activity or event.
- If applicable, the applicant shall satisfy the City's insurance requirements.
- The representations made by applicant in this Application are material terms of the agreement, as is compliance with the requirements of the Community Grant Policy. The City may cancel this agreement at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Community Grant Policy has been violated.
- If the grant is for competition or performance attendance, Applicant shall abide by the guidelines set forth in the attachment, and will submit to the City Manager's Office proof of expenses actually incurred, as well as allocation of grant funds, in a form acceptable to the City Manager's Office, within thirty (30) days after the competition.

Applicant Signature: Marti Ragone **Date:** 8-30-19

TO BE COMPLETED BY CITY STAFF

Community Grant Application Granted? **Yes** ☐ **No** ☐
If yes, list amount of grant: _____

If no, provide reason for denial: _____

If no, has notification been sent to applicant? **Yes** ☐ **No** ☐

Is insurance required for applicant? **Yes** ☐ **No** ☐

Additional requirements for applicant: _____

City Manager Signature: _____ **Date:** _____

Post-event Audit Completion Date: _____

Signature of Staff Person Completing the Post-event Audit: _____

City of Santa Clara
The Center of What's Possible

City Manager's Office
1500 Warburton Ave
Santa Clara, CA 95050

SPECIAL EVENT APPLICATION

1. This application, along with a non-refundable application fee must be mailed or submitted to the City of Santa Clara at least sixty (60) days prior to the day of the event. The fee is $300 for individuals and organizations or $25 for non-profit organizations. Applications will not be processed until they are fully completed with all required permit applications and the application fee is paid. Acceptance of application does not constitute approval of the event.

2. Please note that there may be other City permits, inspections, and associated fees required aside from the application and application fee that the event organizer is responsible for obtaining. Each section of this application provides the contact information for the department(s) responsible for issuing the required permits for your special event.

3. Any vendor providing a service for pay must have a current City of Santa Clara business license.

4. After your application has been received, you may be contacted for additional information about your event.

5. After a full review of your application, you will be issued conditional approval or denial for the event. The conditional approval will list the requirements for the event, such as permits, inspections, insurance, licenses and applicable fees. Your event, depending on its size and complexity, may require a pre-event meeting with City staff from affected departments as part of the approval process. Once these conditions are met, the event will be granted approval.

Name of Applicant: Marti Ragone President
Organization: Santa Clara Women's League
Address: PO Box 3033, Santa Clara, CA 95055
Phone: [redacted] Email: [redacted]
Day of Event Contact: Marti Ragone Day of Event Phone: [redacted]

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1. GENERAL INFORMATION

Name of Event: Showtime 2020
Type of Event (e.g. parade, fun run, festival, etc.): Melodrama & Entertainment; rehearsals, meetings
Event Location or Address: ☐ Civic Plaza ☐ Triton Museum ☐ Santa Clara Convention Center
☐ Franklin Square ☐ Other: CRC (Event & rehearsals); SR. Center rehearsals & meetings
Date(s) of Event: See attached

See attached

Set Up: Date: _____ Start Time: _____ End Time: _____
Actual Event: Date: _____ Start Time: _____ End Time: _____
Clean Up: Date: _____ Start Time: _____ End Time: _____

Expected # of Attendees: Total _____ Maximum # of Attendees Expected at Any Given Time: _____

- SR Center
  - SCWL meeting (9/yr) 30
  - SCWL Showtime Plnng meeting 12
  - Showtime rehearsals 25
- CRC
  - Showtime rehearsals 25
  - Event Showtime 2020 300

Will this event be opened to the public? [X] Yes [ ] No

Has this event been held before? [X] Yes [ ] No

If yes, please describe previously held locations:

CRC and SR Center since 1984

Please attach map or diagram with application.

2. STREET CLOSURE AND CITY-OWNED PROPERTY N/A

Events on City-owned property, aside from public streets, require a Right of Entry License Agreement with the City Manager's Office. Please contact the City Manager's Office at manager@santaclaraca.gov or (408) 615-2210 for more information.

Street closures require an encroachment permit and approval of your traffic control plan from the Traffic Engineering Division. Please note that the City of Santa Clara has approved two 5K run/race routes and a 10K run/race routes for organizations to use. Alternative routes may be considered, but organizer will be responsible for the cost of traffic and public safety review. Please see website to view approved routes. Please contact Traffic Engineering at engineering@santaclaraca.gov or (408) 615-3000.

In the case that your event requires traffic control services, your organization will be required to enter into a General Service Agreement with the Santa Clara Police Department for reimbursement of personnel costs. Police Department staff will reach out to you directly if your event requires this service.

Is your event a fun run or a race? [ ] Yes [ ] No

Does your special event require street closure? [ ] Yes [ ] No

If yes, please name the streets that you are requesting to be closed and include a traffic control plan with your application:

Provide the exact times that you are requesting the road(s) to be closed:

Road Closed: Date: _____ Time: _____

Road Re-Opened: Date: _____ Time: _____

3. SPECIAL PERMIT N/A

Please note that events held in a parking lot may require a Special Permit from the Planning Division and may require City Council approval. Please contact the Permit Center at permitcenter@santaclaraca.gov or (408) 615-2420 for more information.

Will any part of your event be held in a parking lot? [ ] Yes [ ] No

If yes, please provide a site plan with your application.

4.EVENT PARKING

Provide a map that shows parking sites and describe where event attendees are expected to park their vehicles. If the event requires more parking than what is available, please describe your plan for overflow vehicles. Depending on event and location, the Planning Department may be able to provide City approved locations for on-site parking. Please contact the Permit Center at (408) 615-2420 or permitcenter@santaclaraca.gov for more information.

SR Center

CRC

5.AMPLIFIED SOUND N/A

Amplified sound at your event requires a permit from the Santa Clara Police Department. This permit is processed at the Business Tax and License Unit. Please contact the Business Tax and License Unit at businesslicense@santaclaraca.gov or (408) 615-2310 for more information.

Will you be using amplified sound during your event? ☐ Yes ☐ No

Address where amplified sound will be used: _____

Location of amplified sound at the address (e.g. Backyard, garage, street, etc.):

Request time period for amplified sound: Start: _____ End: _____

*Please note that amplified sound outside of 9:00am to 10:00pm requires City Council approval.

Number of Speakers to be Used: _____

Number of Amplifiers to be Used: _____

Type of speaker(s) to be used: _____

Aggregate wattage of all amplifiers: _____

Name of property owner: _____

Signature of property owner: _____

Amplified sound contractor:

Company: _____
Contact: _____
Address: _____
Phone: _____

City of Santa Clara Business License No. _____

6. TEMPORARY STRUCTURES N/A

The Santa Clara Fire Department requires organizers to obtain operational fire permits for temporary events such as festivals, carnivals, fairs, farmers markets, mobile food truck gatherings, haunted houses, ghost walks, and similar outdoor public assemblages. These events may include ingress and egress controls, stage shows, tents/structures, pyrotechnics, temporary electrical equipment, food booths, fuel burning appliances, amusement devices, etc.

Please visit their website at http://www.santaclaraca.gov/government/departments/fire/fire-permits-guidelines or contact the Fire Prevention and Hazardous Materials Division at (408) 615-4970 to find out more information about what type of events require a permit and how to apply.

Large tents, canopies, stages and other temporary structures require building permits from the Building Division. Please note that stakes are not permitted on City grounds. Please contact the Permit Center at permitcenter@santaclaraca.gov or (408) 615-2420 for more information.

Will you be using any tents that are larger than 2,000 square feet? ☐ Yes ☐ No

If yes, please list how many, their dimensions (length, width, and height), arrangement of the tents including separation distances, and what you plan to do inside the tent(s). Arrangement of the tents must be shown on a site plan.

_____

_____

_____

Will you be using any tents that are smaller than 2,000 square feet? ☐ Yes ☐ No

If yes, please list how many, their dimensions (length, width, and height), arrangement of the tents including separation distances, and what you plan to do inside the tent(s). Arrangement of the tents must be shown on a site plan.

_____

_____

_____

Tent contractor:

Company: _____
Contact: _____
Address: _____
Phone: _____

City of Santa Clara Business License No. _____

The tents will be placed over: ☐ Grass ☐ Landscape ☐ Parking Lot

The tents will be secured with: ☐ Water Barrels ☐ Other: _____

Will you be using a stage? ☐ Yes ☐ No

If yes, please provide the length: _____ width: _____ height: _____

Stage contractor:

Company: _____
Contact: _____
Address: _____
Phone: _____

City of Santa Clara Business License No. _____

Will you be using a dancefloor? ☐ Yes ☐ No

If yes, please provide the length: _____ width: _____

Dancefloor contractor:

Company: _____
Contact: _____
Address: _____
Phone: _____

City of Santa Clara Business License No. _____

*Please provide scale drawing, site map of locations of all tents and/or temporary structures

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7.ELECTRICAL AND LIGHTING N/A

Generators and extension cords will require electrical permits from the Building Division. Please contact the Permit Center at permitcenter@santaclaraca.gov or (408) 615-2420 for more information.

Will you be using one or more portable generators? ☐ Yes ☐ No

If yes, please state the NO: _____ HP: _____ KVA: _____

Generator contractor:

Company: _____
Contact: _____
Address: _____
Phone: _____

City of Santa Clara Business License No. _____

Will you be using any lighting? ☐ Yes ☐ No

If yes, please describe:

_____
_____
_____
_____

Will you be using any extension cords? ☐ Yes ☐ No If yes, please detail in site map.

Please describe the method of protection from trip hazard:

_____
_____
_____
_____

8.FOOD

The Santa Clara County Department of Environmental Health requires organizers of temporary events where food will be given away or sold to the general public to obtain a permit. Please visit https://www.sccgov.org/sites/cpd/programs/TE/Pages/home.aspx to find out more information about how to submit and obtain the required permit.

If you plan to sell alcoholic beverages at your event, you are required to obtain licenses from the State's Department of Alcoholic Beverage Control (ABC) and the Santa Clara Police Department. Your licenses will have to be displayed on site at the event. If alcohol is being provided by a caterer, caterer must have an ABC permit. Please contact the Santa Clara Police Department's Permit Unit at rthomas@santaclaraca.gov.

Please note there is a list of food trucks that are approved to operate in the City of Santa Clara. Food trucks that are not on the list cannot operate in the City of Santa Clara. Visit the City's website to view list of approved food trucks.

Will you provide food at your event? [X] Yes [ ] No

If yes, please describe:
Catered and purchased food sales. Cook and prepare hot dogs. ordered pizza and delivered.

Will food be prepared or cooked at the event? [X] Yes [ ] No

Will food be sold at the event? [X] Yes [ ] No

Specify cooking method: [ ] Gas [ ] Electric [ ] Charcoal [ ] Other: _____

Will food trucks be at your event? [ ] Yes [X] No

Will alcohol be served at your event? [X] Yes [ ] No

Will alcohol be sold at your event? [X] Yes [ ] No

9.SANITATION

Please note that you may be required to provide portable restrooms and hand washing stations by the Department of Public Works and/or County of Santa Clara Department of Environmental Health. If required, Department of Public Work staff will reach out to you directly to provide the exact number of portable restrooms and hand washing stations to order based on the information you provide in this application. Please refer to Special Events webpage to see chart for restroom/wash station requirements.

Describe the number of restrooms available at the event site and whether you plan on providing portable restrooms and hand washing stations, and if so, how many:

Event @ CRC
& SR Center

Waste Management Plan (events with attendance over 200)

As part of your event management duties, you are responsible for keeping the event site tidy at all times and for the clean-up and disposal of all trash and recycling generated at your event. All events are required to submit a special event waste management plan or a signed contract with an approved zero waste special event service provider.

Do you plan to manage the event waste on your own? [ ] Yes [X] No

Please describe how you plan to manage and dispose of all recycling and event waste during and after your event. Please also include what trash and recycling containers will be used and where you will dispose of the waste during (should the containers become full) and after the event.

City staff @ facilities manager (CRC & SR Center)

Do you plan to hire an approved zero waste special event service provider to manage the event waste?
☐ Yes ☒ No

Below are the City approved zero waste service providers. Please contact them directly for more information on the services available to best meet your event waste reduction and recycling needs.

1. Green Mary

   www.greenmary.com

   Mary Munat: mary@green-mary.com, 707-548-7582

2. Nothing Wasted Consulting

   Melissa Baxter: Melissa@nothingwastedconsulting.com, 858-837-2178

3. San Jose Conservation Corp

   www.sjccc.org (click on Programs, then Recycling)

   Alan Ha: alanh@scccharter.org, 408-459-6404

   Melissa Avalos: mavalos@sjccharterschool.org, (office) 408-459-6483, cell 408-595-3388

Mission Trail Waste Systems is the only authorized provider of debris bins within the Exclusive Franchise Areas of the City. Debris bins can be ordered from Mission Trail Waste Systems through the City of Santa Clara Utility Customer Service by calling (408) 615-2300 (additional fees will apply).

10. SECURITY PLAN

Certain components of a special event or number of attendees may require a security plan. If your special event requires one, Police Department staff will contact you directly.

Are you planning to hire a licensed professional security company to develop a security plan? ☐ Yes ☒ No

Security contractor:

Company: _____
Contact: _____
Address: _____
Phone: _____

City of Santa Clara Business License No. _____

STAFF USE ONLY

APPLICATION REVIEW BY CITY OF SANTA CLARA STAFF

Date Application Was Received: _____

By (Name): _____ Department: _____

Application Review Required By:

__ Planning	__ Building Inspection	__ Traffic Engineering
__ City Manager	__ Public Works	__ Building Maintenance
__ Police	__ Parks & Recreation	__ Other, Please specify: _____
__ Fire	__ Finance/Business License	

__ Conditional Approval: ___ Deny:



Name: _____ Signature: _____ Date: _____

19-365 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Action on a Resolution Amending In Part Resolution No. 19-8657, Setting the Number of Regular Meetings of the Board of Library Trustees, and Approving the 2020 Board of Library Trustees Calendar of Meetings

BACKGROUND
City Charter section 1003 states that each of the boards and commissions of the City shall hold regular meetings as required by ordinance. City Code section 2.120.030 states that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council, and that such resolutions may be amended from time to time by further Council resolution. Resolution 19-8657 (Attachment 1), which was adopted by the City Council on January 29, 2019, states that the Board of Library Trustees shall hold meetings on the first Monday of alternating months, beginning in February at 6:00 p.m.

DISCUSSION
At the August 5, 2019, Board of Library Trustees meeting, the Board recommended the proposed 2020 Schedule of Meetings (Attachment 2), which would include ten (10) regular meeting dates.

A proposed resolution, which would amend the previously adopted Resolution 19-8657 related to the Board of Library Trustees scheduling of regular meetings, is attached to this report (Attachment 3). The proposed resolution for Council approval establishes the new requirement for a minimum of one Board of Library Trustees meeting to be held, with the exception of January and July, on the first Monday of every month (which may be cancelled at the discretion of the City Manager for agenda management purposes). In addition, the Board of Library Trustees' action also recommended that should the first Monday of the month fall on a City holiday, the meeting would be held on the next non -holiday Monday.

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

FISCAL IMPACT
There is no fiscal impact other than administrative time and expense to set the meetings.

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

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution amending in part Resolution No. 19-8657, setting the number of regular Board of Library Trustees meetings, and approving the 2020 Board of Library Trustees Calendar of Meetings.

Reviewed by: Hilary Keith, City Librarian
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution 19-8657
2. 2020 Board of Library Trustees Meeting Calendar
3. Proposed Resolution

RESOLUTION NO. 19-8657

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AMENDING RESOLUTION NO. 5195, APPROVING THE 2019 BOARD OF LIBRARY TRUSTEES CALENDAR OF MEETINGS, SETTING THE NUMBER AND START TIME OF REGULAR BOARD OF LIBRARY TRUSTEES MEETINGS

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, Resolution 5195, adopted by the City Council in 1987, states that the Board of Library Trustees shall hold meetings on the first Monday of each month at 7:30 PM; and

WHEREAS, on October 1, 2018, the Board of Library Trustees recommended to the City Council its meeting schedule for 2019, which proposes six meetings on alternating months and a start time of 6:00 PM.

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 City Council hereby approves the 2019 Board of Library Trustees Schedule of Meetings, attached hereto and incorporated into this Resolution by reference.

3. The City Council hereby amends City Council Resolution 5195 by deleting the following text from that Resolution:

"Board of Library Trustees First Monday of each month at 7:30 p.m."

4. The City Council hereby approves setting the Board of Library Trustees regular meeting start time at 6:00 PM and establishes six (6) meetings per year, set on the first Monday of alternating months, beginning in February, which meetings may be cancelled at the discretion of the City Manager for agenda management purposes.

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 29TH DAY OF JANUARY, 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: _____
for NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. City Council Resolution 5195
2. 2019 Board of Library Trustees Meeting Schedule

RESOLUTION NO. 5195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA INDICATING TIMES AND DAYS FOR EACH BOARD OR COMMISSION OF THE CITY TO HOLD REGULAR MEETINGS ALL AS AUTHORIZED IN SECTION 2-91.1 OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

SECTION 1: Each board or commission shall hold regular meetings at the times and on the days indicated below except when such day falls on a City holiday.

Board of Library Trustees	First Monday of each month at 7:30 p.m.
Civil Service Commission	Second Monday of each month at 7:30 p.m.
Cultural Advisory Commission	First Monday of each month at 7:30 p.m.
Historical and Landmarks	First Thursday of each month at 7:00 p.m.
Parks and Recreation Commission	Third Tuesday of each month at 7:30 p.m.
Planning Commission	Second and Fourth Wednesday of each month at 7:00 p.m.
Senior Citizens Advisory Commission	Fourth Monday of each month at 10:00 a.m.

SECTION 2: The meeting times and days are set by resolution pursuant to Section 2-91.1 of "The Charter of the City of Santa Clara, California", and are subject to amendment from time to time by resolution of the City Council.

SECTION 3: This resolution shall take effect upon its

adoption.

* * * *

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 12th day of May, 1987, by the following votes:

AYES: COUNCILORS: Ash, Deto, Lasher, Mahan, Nadler, Tobkin and Mayor Souza

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST: _____
J. E. BOCCIGNONE
City Clerk
City of Santa Clara

City of Santa Clara
The Center of What's Possible

Board of Library Trustees

Central Park Library, Board Room
2635 Homestead Rd.
Santa Clara, CA 95051

Board of Library Trustees

2019 Regular Meeting Calendar

All meetings start at 6:00 PM unless otherwise noted

Date/Time	Location
February 4, 2019	Board Room, Central Park Library
April 1, 2019	Board Room, Central Park Library
June 3, 2019	Board Room, Central Park Library
August 5, 2019	Board Room, Central Park Library
October 7, 2019	Community Room, Mission Branch
December 2, 2019	Community Room, Northside Branch

City of Santa Clara
The Center of What's Possible

Board of Library Trustees

Central Park Library, Board Room
2635 Homestead Rd.
Santa Clara, CA 95051

Board of Library Trustees

2020 Regular Meeting Calendar

All meetings start at 6:00 PM unless otherwise noted

Date/Time	**Location**
February 3, 2020	Board Room, Central Park Library
March 2, 2020	Board Room, Central Park Library
April 6, 2020	Board Room, Central Park Library
May 4, 2020	Board Room, Central Park Library
June 1, 2020	Community Room, Mission Branch Library
August 3, 2020	Community Room, Northside Branch Library
September 14, 2020	Board Room, Central Park Library
October 5, 2020	Board Room, Central Park Library
November 2, 2020	Board Room, Central Park Library
December 7, 2020	Board Room, Central Park Library

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AMENDING RESOLUTION NO. 19-8657, APPROVING THE 2020 BOARD OF LIBRARY TRUSTEES CALENDAR OF MEETINGS, SETTING THE NUMBER OF REGULAR BOARD OF LIBRARY TRUSTEES MEETINGS

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Section 2.120.030 of the Santa Clara City Code ("SCCC") requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, Resolution 19-8657, adopted by the City Council in 2018, states that the Board of Library Trustees shall hold six meetings on alternating months beginning in February and a start time of 6:00 PM; and

WHEREAS, on August 5, 2019, the Board of Library Trustees recommended to the City Council its meeting schedule for 2020, which proposes ten meetings.

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 City Council hereby approves the 2020 Board of Library Trustees Schedule of Meetings, attached hereto and incorporated into this Resolution by reference.

3. The City Council hereby amends City Council Resolution 19-8657 by deleting the following text from that Resolution:

> "Establishes six (6) meetings per year, set on the first Monday of alternating months, beginning in February"

4. The City Council hereby approves setting the Board of Library Trustees regular meetings at ten (10) meetings per year, to meet monthly except January and July, set on the first Monday, which meetings may be cancelled at the discretion of the City Manager for agenda management purposes.

Should the first Monday fall on a City holiday, the meeting would be held on the next non-holiday Monday.

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 _____, 2019, 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. City Council Resolution 19-8657
2. 2020 Board of Library Trustees Meeting Schedule

19-1108 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on Approval of Four Separate Side Letter Agreements Between the City of Santa Clara and the Santa Clara Police Officers' Association, International Brotherhood of Electrical Workers Local 1245, American Federation of State, County and Municipal Employees Local 101, and International Association of Fire Fighters Local 1171, and Authorization for the City Manager to Execute the Necessary Third-Party Agreement and Documents to Provide Psychologist or Psychiatrist Benefit Services for Stress Counseling, for Members of IAFF Local 1171.

BACKGROUND

The Administration has completed the meet and confer process with the Santa Clara Police Officers' Association (POA), International Brotherhood of Electrical Workers Local 1245 (IBEW), American Federation of State, County and Municipal Employees Local 101 (AFSCME), and International Association of Fire Fighters Local 1171 (IAFF) on various matters. A Side Letter was executed with each bargaining group that outlines the terms of each agreement.

DISCUSSION

The recommended action is approval of the terms of each Side Letter Agreement between the City of Santa Clara and Santa Clara POA, IBEW, AFSCME, and IAFF.

Side Letter between the City of Santa Clara and the Santa Clara POA (Unit 2)

On May 21, 2019, the City Council approved a successor Memorandum of Understanding (MOU) between the City of Santa Clara and the Santa Clara POA for a term of December 23, 2018 through and including December 18, 2021. The new MOU included a provision that provides an additional two and one-half percent (2.5%) of base special assignment premium pay to employees assigned as a Crime Investigator or Field Evidence Technician effective June 2, 2019. When this was implemented, the 2.5% was applied to regular scheduled hours and was not included when the employee worked MOU overtime.

The parties reached a Side Letter agreement that provides the additional two and one-half percent (2.5%) of base pay as CSI premium pay to all paid hours while assigned as a Crime Scene Investigator or Field Evidence Technician, whether worked or taken as paid leave, and shall be included in both the MOU overtime rate and FLSA overtime rate (not to be compounded with any other premium pay). This will be effective June 2, 2019.

In addition, when finalizing the successor MOU, the parties inadvertently deleted in its entirety a section from the prior MOU rather than only deleting reference to the former Specialized Crimes Action Team. To correct this oversight, the parties agreed, under the terms of the Side Letter, the reinstate the Narcotics Task Force provision.

All employees in the classification of Police Officer who are assigned to the Narcotics Task Force will be compensated an additional 5% salary differential for all time spend in such assignments. The 5% salary differential for time spent assigned to the Narcotic Task Force shall be compensated in the same manner as Motorcycle Officers. It shall be the responsibility of the Department timekeeper to mark the biweekly payroll sheets for the time spent in the Narcotics Task Force to indicate the amount of time spent performing this particular type of duty.

"Narcotics Task Force" is synonymous with successor narcotics assignments in which the officer is assigned to work singly or with a group composed of single agency personnel or with multi-agency personnel, as long as the assignment is full-time narcotics investigation.

Employees who are assigned to the Narcotics Task Force have not received the 5% salary differential after the successor MOU was approved by City Council on May 21, 2019. The reinstatement of this provision will be made effective May 21, 2019. This premium shall not be compounded with any other premium pay.

Side Letter between the City of Santa Clara and AFSCME (Unit 6)

The City and Unit 6 met and conferred regarding Crane Operator Certification Pay and the parties agreed that employees in the classification of Equipment Operator assigned to the Water and Sewer Department shall receive a premium pay of 2.5% of base pay, applicable to all hours in a paid status, including regularly scheduled hours worked, paid leave hours used and MOU overtime hours, if an employee attains and maintains the State required National Commission for the Certification of Crane Operators certification for operating cranes. This premium pay shall not be compounded with any other premium pay. This will be effective May 19, 2019.

The Side Letter Agreement also includes a provision that provides that the classification specification for Equipment Operator shall be updated to include as a job requirement that an employee hired or promoted or transferred into an Equipment Operator position assigned to the Water and Sewer Department must possess the Crane Operator Certification within 12 months of such employment/assignment and thereafter maintain the Crane Operator Certification. Failure of an Equipment Operator assigned to the Water and Sewer Department to attain, possess, or maintain the Crane Operator certification shall constitute good cause for discipline up to an including termination. The revisions to the classification specification will be brought forward at a later date, after it has been approved by the Civil Service Commission.

Side Letter between the City of Santa Clara and IBEW (Unit 3)

On or about January 3, 2018, the City and IBEW agreed on a Side Letter that provided a certification premium of 2.0% into the base hourly rate when assigned by the City to be trained and certified to work with asbestos-containing materials (Class III level training and certification). On May 23, 2019, IBEW represented employees filed a grievance alleging that the City had not been paying the 2.0% premium pay consistent with the Side Letter; specifically, that it was not applied to MOU overtime.

In resolution of the grievance, the parties agreed to prospectively apply the 2.0% premium pay to the overtime rate for all MOU overtime hours worked; in addition, the City will calculate and retroactively

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pay employees the additional amounts that would have been paid since January 1, 2018 if the 2.0% premium pay had been included in the overtime rate for all MOU overtime hours worked. IBEW will withdraw with prejudice the May 23, 2019 grievance. This premium pay will not be compounded with any other premium pay.

Side Letter between the City of Santa Clara and IAFF (Unit 1)

The City and IAFF met and conferred and reached an agreement to provide a City designated psychologist or psychiatrist for stress counseling services. Counseling sessions will be confidential on a patient/doctor relationship with the following exception. If, in the opinion of the psychologist/psychiatrist, the employee being counseled represents a hazard to him/herself in the performance of his/her duties, or to others, such information will be provided to the Fire Chief or designee on a confidential basis. Such information may be the basis for the Fire Chief or designee to alter the assignment of the affected employee or to remove the employee from active duty, either on a temporary basis or on a permanent basis. Any removal from active duty will be in compliance with the rights and obligations of the City with full compliance with the rights of the affected employee.

Funding for this program shall be from the total compensation allocation on the salary adjustment form, in accordance with the MOU, and will be determined by dividing the actual billed cost for the service for the prior fiscal year by the number of budgeted represented positions divided by 12.

The cost of the psychological counseling will be borne by the City, with the following exceptions:

A. For each visit, the employee will pay $10.00.
B. For all visits, the employee will submit a claim to any medical insurance carrier available to him/her that provides such coverage.
C. The uninsured cots of all visits will be borne by the City.
D. Prior to the 21st visit to the provider in any calendar year, the provider shall advise the City that a represented employee has used the service 20 times in that calendar year. The represented employee will not be identified. However, the City will have the right to assure itself that the represented employee is not placing the City or others at risk by being permitted to continue working.
E. The amount paid by the employee and any insurance payments will be made directly to the psychologist/psychiatrist and, upon proof of payment by either or both the employee and the insurance carrier (if appropriate) to the psychologist/psychiatrist, the City will bear the cost of the remaining expense.

The effective date of the stress counseling services will be effective upon City Council approval of the Side Letter and execution of an agreement between the City and a psychologist/psychiatrist, the City will bear the cost of the remaining expense.

No modifications to the City's Salary Plan are required as a result of these Side Letters.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Side Letter between the City of Santa Clara and POA (Unit 2)

There are approximately nine employees assigned to the CSI team. The additional cost to apply the 2.5% premium pay to overtime hours retroactive to June 2, 2019 is approximately $3,000 and will be absorbed in the Police Department's premium pay budget.

Additionally, the cost to apply the 5% salary differential for employees who are assigned to the Narcotics Task Force is approximately $8,000 and will be absorbed in the Police Department's premium pay budget.

Side Letter between the City of Santa Clara and AFSCME (Unit 6)

There are currently four employees in the classification of Equipment Operator in the Water and Sewer Department that have received the State required National Commission for the Certification of Crane Operators. The additional cost associated with the premium pay of 2.5% for the Crane Operator Certification retroactive to May 19, 2019 is approximately $5,000 and will be absorbed in the Water and Sewer Department's premium pay budget.

Side Letter between the City of Santa Clara and IBEW (Unit 3)

There are approximately fifteen employees in the Silicon Valley Power Department that are trained and certified to work with asbestos-containing materials (Class III level training and certification). The additional cost to apply the 2.0% premium pay to overtime hours retroactive to January 1, 2018 is approximately $15,000 and will be absorbed in the Silicon Valley Group Department's overtime budget.

Side Letter between the City of Santa Clara and IAFF (Unit 1)

Upon approval by City Council, the City will execute an agreement with a psychologist/psychiatrist that will provide these services. The agreement will be for an amount not to exceed $99,000. Actual expenditures will be dependent on utilization of these services. The Fire Department's budget will be monitored during the year and a budget adjustment may be brought forward during the City's budget process if necessary.

COORDINATION

This report was 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> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve and authorize the City Manager to execute the Side Letter between the City of Santa

Clara and the Santa Clara Police Officers Association (Unit 2) on amendments to the Crime Scene Investigator premium pay effective June 2, 2019, and reinstate the Narcotics Task Force premium pay effective May 21, 2019;

2. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and American Federation of State, County and Municipal Employees Local 101 (Unit 6) to provide a Crane Certification premium pay for employees in the classification of Equipment Operator in the Water and Sewer Department who attain and maintain the State required National Commission for the Certification of Crane Operators certification for operating cranes effective May 19, 2019;

3. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and International Brotherhood of Electrical Workers Local 1245 (Unit 3) on amendments to the asbestos-containing certification premium pay effective January 1, 2018;

4. Approve and authorize the City Manager to execute the Side Letter between the City of Santa Clara and International Association of Fire Fighters Local 1171 (Unit 1) to provide a psychologist or psychiatrist services for stress counseling services; and

5. Authorize the City Manager to Execute the Necessary Third-Party Agreement and Documents to effectuate the psychologist or psychiatrist services for stress counseling benefit terms in the Side Letter with IAFF Local 1171.

Reviewed by: Teresia Zadroga-Haase, Director of Human Resources
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Side Letter between the City of Santa Clara and the Santa Clara Police Officers Association (Unit 2)
2. Side Letter between the City of Santa Clara and the American Federation of State, County and Municipal Employees Local 101 (Unit 6)
3. Side Letter between the City of Santa Clara and the International Brotherhood of Electrical Workers Local 1245 (Unit 3)
4. Side Letter between the City of Santa Clara and the International Association of Fire Fighters Local 1171 (Unit 1)

SIDE LETTER
BETWEEN SANTA CLARA POLICE OFFICERS ASSOCIATION AND CITY OF SANTA CLARA

This Side Letter shall be effective following both execution by the signatories indicated below and approval by the Santa Clara City Council.

CRIME SCENE INVESTIGATOR PAY

On June 12, 2019, the Santa Clara POA objected to the City of Santa Clara (City) not including the recently MOU negotiated 2.5% Crime Scene Investigator (CSI) premium pay in the MOU overtime rate. There was agreement in negotiations that the CSI pay would be included in the FLSA overtime rate. The City agreed to waive any applicable timelines regarding the POA filing a formal grievance to see if the parties could resolve this dispute.

Section 22.A. of the December 2018 – December 2021 MOU, entitled "Crime Scene Investigator (CSI) Premium Pay," currently states,

> Effective the first full pay period following City Council approval of this MOU, any Unit 2 employee who is assigned as a Crime Scene Investigator or Field Evidence Technician shall receive an additional two and one-half percent (2.5%) of base special assignment premium while assigned.

Having had the opportunity to discuss and review this issue, the City agrees that CSI premium pay shall be included in the MOU overtime rate, retroactive back to the first full pay period following City Council approval of the December 2018 – December 2021 MOU. Accordingly, the parties agree that Section 22.A. of the December 2018 – December 2021 MOU shall be amended and clarified to state,

> Effective the first full pay period following City Council approval of this 12/18 – 12/21 MOU, any Unit 2 employee who is assigned as a Crime Scene Investigator or Field Evidence Technician shall receive an additional two and one-half percent (2.5%) of base pay as CSI premium pay while assigned. This pay shall apply to all paid hours while assigned, whether worked or taken as paid leave, and shall be included in both the MOU overtime rate and FLSA overtime rate.

NARCOTICS TASK FORCE PAY

During the 2018-19 MOU negotiations between the City and the Santa Clara POA and subsequent finalizing of the language for the December 2018 – December 2021 MOU, the parties inadvertently deleted in its entirety Section 22.D. from the prior MOU rather than only delete references to the former Specialized Crimes Action Team (SCAT). To correct this oversight, and consistent with the parties' intent, the parties agree that the following Section 22.E., entitled "Narcotics Task Force," be added to the MOU:

> All employees in the classification of Police Officer who are assigned to the Narcotics Task Force will be compensated an additional 5% salary differential for all time spent in such assignments. The 5% salary differential for time spent assigned to the Narcotics Task Force shall be compensated in the same manner as Motorcycle Officers. It shall be the responsibility of the Department timekeeper to mark the bi-weekly payroll sheets for the time spent in the Narcotics Task Force to indicate the amount of time spent performing this particular type of duty.
>
> "Narcotics Task Force" is synonymous with successor narcotics assignments in which the officer is assigned to work singly or with a group composed of single agency personnel or with multi-agency personnel, so long as the assignment is full-time narcotics investigation.

The parties also agree that Police Officers assigned to the Narcotics Task Force that were not paid this salary differential during the period between City Council approval of the December 2018 – December 2021 MOU and the effective date of this Side Letter shall be paid the applicable back pay.

Deanna Santana, City Manager
City of Santa Clara

Dated: 8/5/19

Alex Torke, President
City of Santa Clara

Dated: 7/31/19

CITY OF SANTA CLARA / AFSCME LOCAL 101 (UNIT 6)
SIDE LETTER AGREEMENT REGARDING CRANE OPERATOR CERTIFICATION PAY

The City of Santa Clara (City) and AFSCME Local 101 have met and conferred in good faith regarding the City paying Crane Operator Certification Pay and agree as follows:

1. Employees in the classification of Equipment Operator assigned to the Water and Sewer Department shall receive Crane Operator Certification premium pay for attaining and maintaining the State required National Commission for the Certification of Crane Operators certification (Crane Operator Certification) for operating cranes. The Crane Operator Certification premium pay shall be 2.5% of base pay, applicable to all hours in a paid status, including regularly scheduled hours worked, paid leave hours used and MOU overtime hours.

2. The City shall pay the Crane Operator Certification retroactive premium pay described in the prior paragraph to May 19, 2019.

3. The parties agree that the job description for Equipment Operator shall be updated to include as a job requirement that an employee hired or promoted or transferred into an Equipment Operator position assigned to the Water and Sewer Department must possess the Crane Operator Certification within 12 months of such employment/assignment and thereafter maintain the Crane Operator Certification. Failure of an Equipment Operator assigned to the Water and Sewer Department to attain, possess or maintain the Crane Operator certification consistent with this paragraph shall constitute good cause for discipline up to and including termination.

4 This Side Letter shall be effective following both execution by the signatories indicated below and approval by the Santa Clara City Council.

Deanna J. Santana
City of Santa Clara
City Manager

Dated: 10/11/19

Carol McEwan
AFSCME Local 101
Business Agent

Dated: 10/3/19

SIDE LETTER BETWEEN IBEW LOCAL 1245 AND CITY OF SANTA CLARA RESOLVING DISPUTE REGARDING CERTIFICATION PAY APPLICABLE TO ASBESTOS RELATED EXPOSURE AND TRAINING

On or around January 3, 2018, the City of Santa Clara (City) and IBEW Local 1245 (IBEW) signed a Side Letter regarding "Working Around Asbestos-Containing Material" that provided in part that "employees required by the City to be trained and certified to work with asbestos-containing materials (Class III level training and certification) will receive certification premium of 2% into their base hourly rate." A copy of the January 3, 2018 Side Letter is attached.

On May 23, 2019, a group of IBEW represented employees filed a grievance alleging that the City has not been paying this 2.0% premium pay consistent with the Side Letter, Specifically, IBEW alleges that the City has failed to include the 2.0% premium pay when paying employees for overtime earned under the Memorandum of Understanding (MOU overtime).

In order to resolve this grievance, and without the City waiving or compromising its position that the City has in fact at all times paid IBEW employees consistent with the terms of the January 3, 2018 Side Letter, the City will agree to IBEW's grievance requests, and the parties thus agree as follows:

1. The City will prospectively apply the 2.0% premium pay to the overtime rate for all MOU overtime hours worked.

2. The City also will calculate and retroactively pay employees the additional amounts that would have been paid since January 1, 2018 if the 2.0% premium pay had been included in the overtime rate for all MOU overtime hours worked.

3. In exchange for these City agreements, and contingent on the City paying the amounts set forth in this Side Letter, IBEW and its members will withdraw with prejudice their May 23, 2019 grievance.

4. This Side Letter shall be effective following both execution by the signatories indicated below and approval by the Santa Clara City Council.

Deanna Santana, City Manager
City of Santa Clara

Dated: 10/11/19

Charley Souders, Business Representative
IBEW Local 1245

Dated: 8/23/19

CITY OF SANTA CLARA / SANTA CLARA FIREFIGHTERS, IAFF LOCAL 1171 (UNIT 1)
SIDE LETTER AGREEMENT REGARDING PSYCHOLOGICAL COUNSELING BENEFITS

The City of Santa Clara (City) and Santa Clara Firefighters represented by IAFF Local 1171 have met and conferred in good faith and agree as follows:

1. Section 10 of the 12/17 – 12/20 Memorandum of Understanding shall be modified to state as follows:

A represented employee may avail him/herself of a City designated psychologist or psychiatrist for stress counseling. It is understood between the parties that such counseling sessions will be confidential on a patient/doctor relationship with the following exception. If, in the opinion of the psychologist/psychiatrist, the employee being counseled represents a hazard to him/herself in the performance of his/her duties, or to others, such information will be provided the Fire Chief or designee on a confidential basis. It is further understood that such information may be the basis for the Fire Chief or designee to alter the assignment of the affected employee or to remove the employee from active duty, either on a temporary basis or on a permanent basis. Any removal from active duty will be in compliance with the rights and obligations of the City with full compliance with the rights of the affected employee. The City reserves the right to inquire into the circumstances of such mental disability to determine whether or not the alleged disability is job related.

Funding for this program shall be from the total compensation allocation on the salary adjustment form and will be determined by dividing the actual billed cost for the service for the prior fiscal year by the number of budgeted represented positions divided by 12.

The cost of the psychological counseling shall be borne by the City, with the following exceptions:

A. For each visit, the employee will pay $10.00.

B. For all visits, the employee will submit a claim to any medical insurance carrier available to him/her that provides such coverage.

C. The uninsured costs of all visits will be borne by the City.

D. Prior to the 21st visit to the provider in any calendar year, the provider shall advise the City that a represented employee has used the service 20 times in that calendar year. The represented

employee will not be identified. However, the City will have the right to assure itself that the represented employee is not placing the City or others at risk by being permitted to continue working.

E. *The amount paid by the employee and any insurance payments will be made directly to the psychologist/psychiatrist and, upon proof of payment by either or both the employee and the insurance carrier (if appropriate) to the psychologist/psychiatrist, the City will bear the cost of the remaining expense.*

It will be the intention of the City to contract with psychologists/psychiatrists who have a demonstrated ability to counsel in the area of public saefty job stress and who will agree to the terms and conditions set forth in this section of the MOU. It is understood by all parties to this agreement that the City will take all reasonable steps to implement this section but, if the City is unable for monetary, professional, ethical or legal reasons to successfully negotiate (a) contract(s) consistent with all provisions of this section, this section is then null and void.

2. This Side Letter shall be effective following both execution by the signatories indicated below and approval by the Santa Clara City Council.

Deanna J. Santana
City of Santa Clara
City Manager
Dated: 10/11/19

Anthony Pascoal
IAFF Local 1171 (Unit 1)
President
Dated: 9/19/19

19-1138 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on the Settlement in the Case of *Lo v. City of Santa Clara, et al.* and Approval of the Related Budget Amendment

BACKGROUND

Lo v. City of Santa Clara et al., arises from an auto vs. train accident which occurred in January 2017, on the railroad crossing at the Lafayette and Agnew intersection. Mrs. Bridget Lo was tragically killed in that accident. Her surviving family members filed suit against the railroad and the City, alleging that the design, maintenance and operation of the railroad crossing as well as the adjacent intersection were dangerous.

DISCUSSION

This settlement was brought before Council in closed session on September 17, 2019, at which time Council approved the settlement. No report out of closed session was completed at that time because the settlement was not yet final, as required by California Government Code §54957.1(a)(3). The settlement has now been finalized and a copy of the Settlement Agreement is on file with the City Clerk's Office.

The total settlement with the Plaintiffs (Mrs. Lo's husband and two children) is $3.5 million. Of this total sum, the City's net liability is $2,808,807.71 which reflects the amount remaining on the City's insurance deductible. The City will pay the full $3.5 million to the plaintiffs and the City's insurance carrier will refund to the City the sum of $691,192.29 which represents the portion of the total settlement amount that exceeds the city's insurance deductible. . The settlement forecloses any possible further liability for the City based upon this incident.

City Charter Section 1305 requires that appropriation for non-budgeted expenditures, such as the payment of a verdict or settlement, be approved by a five-vote majority of the Council. The Reserve for Future Claims in the Special Liability Insurance Fund is a reserve fund established to cover jury verdicts, settlements, and payments of the City's insurance deductible in claims matters. Staff further requests approval of payment from the Special Liability Insurance Fund in the amount of $3,500,000 to plaintiffs and their counsel, in accordance with the terms of the settlement agreement, with the understanding that approximately $700,000 will be refunded to the City by the City's insurance carrier

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 budget amendment below recognizes the anticipated insurance refund and allocates funding from the Reserve for Future Claims to the Insurance and Claims expenditure appropriation in the Special Liability Insurance Fund for the payment of the recommended settlement in the amount of $3.5 million.

Budget Amendment
FY 2019/20

	Current	Increase/ (Decrease)	Revised
Special Liability Insurance Fund			
Revenues			
Insurance Payment	$0	$691,192	$691,192
Reserves			
Reserve for Future Claims	$4,000,000	($2,808,808)	$1,191,192
Expenditures			
Insurance and Claims	$4,399,866	$3,500,000	$7,899,866

COORDINATION

This Report has been coordinated with the Finance Department and the City Manager's Office.

PUBLIC CONTACT

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

RECOMMENDATION

1. Approve payment from the Special Liability Insurance Fund in the amount of $3,500,000 to plaintiffs and their counsel in the case of *Lo v. City of Santa Clara, et al.,* in accordance with the terms of the settlement agreement; and
2. Approve a Budget Amendment recognizing insurance refund revenue and appropriating funds from the Reserve for Future Claims in the Special Liability Insurance Fund in the amount of $3,500,000.

Reviewed by: Brian Doyle, City Attorney
Approved by: Deanna J. Santana, City Manager

19-1177 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Action on Economic Development, Communications, and Marketing Committee Minutes of September 18, 2019

RECOMMENDATION
Note and File the Economic Development, Communications, and Marketing Committee Minutes of September 18, 2019.

Reviewed by: Genevieve Yip, Staff Analyst I
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS
1. Economic Development, Communications, and Marketing Committee Minutes of September 18, 2019

Draft

City of Santa Clara

Meeting Minutes

Economic Development, Communications, and Marketing Committee

09/18/2019 **3:00 PM** **City Hall – Council Chambers**
1500 Warburton Avenue
Santa Clara, CA 95050

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 Chairperson calls for a Special Meeting of the Economic Development, Communications, and Marketing Committee to commence and convene on September 18, 2019, at 3:00 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, to consider the following matter(s) and to potentially take action with respect to them.

CALL TO ORDER AND ROLL CALL

Chair Davis called the meeting to order at 3:03 p.m.

Present 3 - Chair Debi Davis, Member Lisa M. Gillmor, and Member Kathy Watanabe

PUBLIC PRESENTATIONS

Silicon Valley Central Chamber of Commerce President Nick Kaspar asked the Committee to consider adding the topic of creating a nighttime economy in Santa Clara through live music to a future meeting agenda.

GENERAL BUSINESS

1. 19-990 Update on All Vision Billboard Agreement

The City Attorney provided a verbal update on the status of the CIty's billboard agreement with All Vision. It was moved by Mayor Gillmor, seconded by Councilmember Watanabe, and unanimously carried, that the Committee's recommendation to terminate the All Vision Billboard agreement be forwarded for Council approval.

Aye: 3 - Chair Debi Davis, Member Lisa M. Gillmor, and Member Kathy Watanabe

2. 19-1014 Verbal Update and Discussion on Collective Community Calendar

The City Attorney gave a verbal update. The City Manager noted that the collective community calendar would be implemented over time as the City progresses with the website resdesign. This item was an informational report only, and no action was taken by the Committee.

3. 19-1012 Verbal Update and Discussion on Communications Consultant

The City Manager reported on the progress for hiring a communications consultant.

4. 19-989 Verbal Update on Destination Marketing Organization (DMO)

The City Manager introduced Thoits Law Attorney, Terrence Conner, who provided a verbal update on DMO. The Committee discussed scheduling a study session for an overview of the TID conversion sometime in November.

5. 19-987 Update on Communications

5.A Social Media Analytics Quarterly Report
5.B Beta Website Launch
5.C New City Hall Newsletter
5.D Video Storytelling

The Director of Communications provided a verbal update on the social media analytics quarterly report, the status of beta website launch, the new City Hall newsletter, and video storytelling. This item was an informational report only, and no action was taken by the Committee.

6. 19-988 Verbal Update on Next Steps for Worker Cooperatives

The Assistant to the City Manager gave a verbal update on the proposed next steps for Worker Cooperatives. It was moved by Mayor Gillmor, seconded by Councilmember Watanabe, and unanimously carried, that the Committee move the proposed next steps to the City Council for review and approval; look at the resolution and the process and procedures that the City of Berkeley used; and allocate $100,000 in the budget.

Aye: 3 - Chair Debi Davis, Member Lisa M. Gillmor, and Member Kathy Watanabe

COMMITTEE MEMBERS REPORT

None.

GOOD OF THE ORDER

Stakeholders made various updates on upcoming events.
SCU Presents Director Butch Coyne asked the Committee that an update on the Citywide banner policy be added to a future meeting agenda.

ADJOURNMENT

The Economic Development, Communications, and Marketing Committee meeting was adjourned at 4:38 p.m. The next meeting is scheduled for December 2, 2019.

19-1208 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on Referrals from the September 18, 2019 Economic Development, Communications and Marketing Committee Meeting
[EDCM Committee referral 9/18/19: Items 19-990 -Termination of Billboard Agreement and 19-988 - Next Steps for Worker Cooperatives]

BACKGROUND

The Economic Development, Communications and Marketing Committee (Committee) met on September 18, 2019. During the meeting the Committee referred two items to staff for further action.

Referral # 1

The Committee recommended staff forward a request to the City Council to terminate the billboard agreement with All Vison, LLC.

Referral #2

The Committee referred the next steps on the Worker Cooperative to the City Council for review and approval, which includes directing staff to review the resolution and the process and procedures that the City of Berkeley used for their Worker Cooperative Program, and to have the Council consider allocating $100,000 in the budget for this effort.

DISCUSSION

Referral # 1: Terminate the All Vision Billboard agreement and recommend the termination be forwarded to the City Council for approval.

The All Vision, LLC Agreement is set to expire in March 2020. Staff is conducting additional research regarding work done under the agreement to ensure no financial liability exists with terminating the agreement. Staff expects to bring forward an item responsive to the Committee's referral to terminate the agreement with All Vision, LLC before the end of the calendar year.

Referral # 2: Refer the next steps on the Worker Cooperative to the City Council for review and approval, which includes directing staff to review the resolution and the process and procedures that the City of Berkeley used for their Worker Cooperative Program, and to have the Council consider allocating $100,000 in the budget for this effort.

At the meeting, staff presented proposed next steps for Worker Cooperatives in a phased approach.

Phase 1 includes the following steps:

1. Develop a Resolution supporting Worker Cooperatives in Santa Clara.
2. Develop a Worker Cooperative resource webpage on the City's website.
3. Work with the Chamber (or other 3rd party organization) to identify legacy businesses and develop an outreach strategy.
4. Outsource training on worker cooperatives with outside agency.

Phase 2 includes the following steps:

1. Research options for technical assistance and conversion funding

Workload Assessment

Phase 1

Timing: In the event the City Council approves the EDCM Committee Referral, staff will begin researching the City of Berkeley's Resolution and bring forward a resolution in the December 2019 timeframe. In addition, if the referral is approved, staff will incorporate an appropriation of $100,000 as part of the Budgetary Year-End Report on November 5, 2019.

The remaining two items will take additional time to plan and coordinate and will need to be weighed against other priorities. Staff will report on progress of Phase 1 efforts to the EDCM Committee at the next meeting on December 2, 2019.

Tradeoffs: The City does not currently have dedicated Economic Development staff to manage this program. Staff that has supported economic development functions also hold responsibility for several other high-profile projects; therefore, staff currently working on other work such as Charter Review Committee next steps, CityPlace project management, special events, cannabis policy development and overall City Council Policy updates will assume this workload.

Phase 2

Timing: 1 year

Tradeoffs: This next phase will require in depth research to fully understand, and potentially recommend a sound funding mechanism that can be maintained over time. Issues surrounding the City as a potential lender or any federal funding reporting requirements will require the City to look closely at whether additional staff or budget is needed to support this item. Also, staff currently working on other items as noted above will need to take on these additional tasks which may result in some delays on other projects.

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

Referral #2 has a fiscal impact of $100,000; A separate action to appropriate this funding will be

recommended to the City Council as part of the Budgetary Year-End Report on November 5, 2019.

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> or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES
1. Approve the referrals;
2. Disapprove the referrals;
3. Approve one of the referrals; or
4. Modify referrals as deemed appropriate by Council.

RECOMMENDATION
Staff makes no recommendation.

Reviewed by: Nadine Nader, Assistant City Manager and Ruth Shikada, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

19-1027 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action to Accept the 2019 Report on the City's Drinking Water Quality Program Relative to Public Health Goals

BACKGROUND

Pursuant to the California Safe Drinking Water Act (California Health and Safety Code Section 116470), the City has been required to prepare a report on water quality, known as the Public Health Goals (PHG) report, every three years since 1998. In line with the three-year reporting cycle, the City must, at this time, hold a public hearing to accept the 2019 Report on the City's Drinking Water Quality Report Relative to Public Health Goals ("2019 PHG Report") and respond to public comment regarding the PHG Report. The City continues to comply with all health-based drinking water standards as required by the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) and the U.S. Environmental Protection Agency (USEPA).

The Office of Environmental Health Hazard Assessment (OEHHA), part of California Environmental Protection Agency (Cal-EPA), has adopted PHGs for drinking water which are set at a level at which no known anticipated adverse effects on health occur, with an added margin of safety. The attached report addresses the presence of constituents adopted by OEHHA. Where the OEHHA has not adopted a PHG for a currently regulated contaminant, the report uses the existing Maximum Contaminant Level Goal (MCLG) adopted by the USEPA.

Both MCLGs and PHGs are goals based solely on public health risk considerations. PHGs are not enforceable and are not required to be met by any public water system. PHGs differ from Maximum Contaminant Levels (MCLs), which are enforceable drinking water standards established by the USEPA and the SWRCB-DDW. While PHGs are based solely on public health considerations, MCLs are based upon additional factors such as the capabilities for analytical detection, available treatment technology, benefits and costs.

DISCUSSION

The City has considered water quality data collected from 2016 through 2018 for purposes of compiling the 2019 PHG Report. The regulations require a report to the public in the cases where PHGs and/or MCLGs are exceeded. The City of Santa Clara's Water Utility has analytical evidence showing that four constituents have exceeded a PHG or MCLG. The proposed report addressing these constituents is attached. The analytical data presented in the 2019 PHG report has already been provided to the customers in Santa Clara in the form of an annual Consumer Confidence Report which is distributed each year as a special insert in Santa Clara Weekly and is also available on the City website. A chart outlining the four constituents which have exceeded the PHG or MCLG, and their associated limits, follows:

Constituent	MCL or (AL)	PHG or (MCLG)	City's Results
Coliform (% positive)	5%	(0%)	ND - 4.1%
Arsenic (ppb)	10	0.004	ND - 4
Copper (ppm)	(1.3)	0.3	ND - 0.92
Lead (ppb)	(15)	0.2	ND - 5.9

MCL = Maximum Contaminant Level
AL = Action Level
PHG = Public Health Goal
MCLG = Maximum Contaminant Level Goal
ND = Not Detectable

Each constituent exceeding the PHG level was at very low levels and below the associated MCL. The drinking water quality of the City of Santa Clara's water supply meets all SWRCB and USEPA drinking water standards (MCLs) set to protect public health. The effectiveness of treatment processes to provide any significant reductions in constituent levels is uncertain and the health protection benefits of these further hypothetical reductions are not clear and may not be quantifiable. Therefore, no additional actions are proposed.

The 2019 PHG report also includes data from the Lead Monitoring in Schools program. All samples, with the exception of one sample taken at Sutter Elementary School, were well below the EPA action level for lead. The fixture at Sutter Elementary was immediately taken out of service and replaced by Santa Clara Unified School District staff. Resampling at the site resulted in a non-detect for lead.

This agenda item serves to meet the City's obligation under Health and Safety Section 116470 which requires the preparation of a brief written report in plain language if one or more PHGs are exceeded. Section 116470 also requires a public hearing be held to accept and respond to public comments on the 2019 PHG Report.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no cost to the City other than administrative staff time and expense to produce the 2019 PHG Report.

COORDINATION

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

PUBLIC CONTACT

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

Public Notice of the October 29, 2019 Council hearing was published in the *Weekly*, a newspaper of general circulation, on October 16, 2019.

RECOMMENDATION

Accept the 2019 Report on the City's Drinking Water Quality Program Relative to Public Health Goals.

Reviewed by: Gary Welling, Director of Water & Sewer Utilities Department
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. 2019 Report on the City's Drinking Water Quality Program Relative to Public Health Goals

2019

REPORT ON THE CITY'S WATER QUALITY PROGRAM RELATIVE TO PUBLIC HEALTH GOALS

City of Santa Clara Water and Sewer Utilities

City of Santa Clara

1500 Warburton Avenue

Santa Clara, California 95050

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ATTACHMENT 1

PHGs, DLRs, and MCLs

ATTACHMENT 2

California Health and Safety Code

ATTACHMENT 3

MCLs, DLRs and PHGs for Regulated Drinking Water Contaminants

ATTACHMENT 4

City of Santa Clara Consumer Confidence Reports

2019 Public Health Goals Report on Water Quality

1. BACKGROUND:

The California Safe Drinking Water Act specifies that larger water utilities (>10,000 service connections) must prepare and complete a report every 3 years if any water quality measurements have exceeded a Public Health Goal (PHG). The last PHG Report for Santa Clara was completed in 2016. PHGs are non-enforceable goals established by the state Office of Environmental Health Hazard Assessment (OEHHA). Where OEHHA has not adopted a PHG for a particular constituent, the Safe Drinking Water Act directs water suppliers to use federal Maximum Contaminant Level Goals (MCLGs) previously adopted by the United States Environmental Protection Agency (USEPA), if available. The report is to address constituents which have a California primary drinking water standard Maximum Contaminant Level (MCL) and for which either a PHG or MCLG has been set and exceeded.

Pursuant to the Safe Drinking Water Act, this report lists all constituents detected in the City's water supply from 2016 through 2018 at levels exceeding an applicable PHG or MCLG. Included in the report are the following:

- The numerical public health risk associated with the MCL and PHG or MCLG,
- The category or type of risk to health that could be associated with each constituent,
- The best treatment technology available that could be used to reduce the constituent level, and
- An estimate of the cost to install that treatment if it is appropriate and feasible.

1.1 What are MCLs, PHGs, and MCLGs?

The USEPA and the State Water Resources Control Board (SWRCB) establish MCLs at very conservative levels to provide protection to consumers against all risks, excluding very low to negligible risks. In other words, MCLs are the regulatory definition of what is "safe."

MCLGs (set by USEPA) and PHGs (set by OEHHA) are often set at very low levels depending on the established health risk. Determination of health risks at these low levels are frequently theoretical, based on risk assessments with multiple assumptions and mathematical extrapolations. The USEPA sometimes sets MCLGs at zero, while recognizing that zero is an unattainable goal and cannot be measured practically by the available analytical methods. None of the realistic risk-management factors that are considered by the USEPA, or the SWRCB, in setting drinking water standards (MCLs) are considered in setting PHGs. These practical risk management factors include analytical detection capability,

treatment technology available, benefits, and costs. The PHGs and MCLGs are not enforceable.

1.2 Water Quality Data Considered:

All of the water quality data collected by the City of Santa Clara's Water Utility from 2016 through 2018, for purposes of determining compliance with drinking water standards, have been considered in this report. These data have also been summarized in our Consumer Confidence Reports (CCRs) 2017, 2018, and 2019. The CCR is mailed as a newspaper insert annually to all of our utility billing customers during the month of June and represents water quality data collected from January to December of the previous year.

The Association of California Water Agencies (ACWA) formed a workgroup which prepared guidelines for water utilities to use in preparing required PHG reports. The ACWA guidelines were used in the preparation of this report. No guidance was available from state regulatory agencies.

1.3 Best Available Treatment (BAT) Technology and Cost Estimates:

Both the USEPA and the SWRCB have adopted what are known as Best Available Technologies (BATs), which are the best available methods of reducing contaminant concentrations to permissible MCLs. However, neither USEPA nor SWRCB have adopted or defined BATs to reach extremely low levels established by the PHGs and MCLGs, and such technologies may not realistically be available.

Accurate cost estimates are difficult if not impossible and are highly speculative and theoretical. Therefore, they have limited value and may not warrant a significant investment of agency time and money. Moreover, in some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

2. CONSTITUENTS DETECTED THAT EXCEED A PHG OR MCLG:

The following are discussions of the constituents coliform bacteria, arsenic, and lead and copper. The City detected these constituents in the distribution system, the source water for the distribution system, or at a consumer's tap (for lead and copper rule compliance), at levels above the applicable PHG or MCLG. The report would include any PHG or MCLG that was exceeded in one or more of our drinking water sources, if that had occurred.

2.1 Coliform:

The MCLG for coliform bacteria is set at zero by USEPA; there is no PHG for coliform. The current MCL for total coliform is set at five percent (5%) of all samples collected in a calendar month. The City's distribution system is in full compliance with this limit.

Coliform Monitoring

MCL	5%
MCLG	0%
Range of Results	ND - 4.1%

Coliform bacteria are indicator organisms and are not considered harmful, but are used to identify the potential presence of pathogens in water. The City monitors for total coliform bacteria on a weekly basis and the analysis simply indicates the presence or absence of coliform bacteria. When a sample result is positive, it triggers further investigation into the presence of other organisms. The monitoring for coliform bacteria is conservative as it does not necessarily indicate the presence of more harmful organisms, but rather provides as an indicator of whether or not additional organisms may be present in the water.

The identified BAT methods for achieving MCL compliance for total coliform are as follows:

- Protection of wells from coliform contamination by appropriate placement and construction;
- Maintenance of a disinfectant residual throughout the distribution system;
- Proper maintenance of the distribution system including appropriate pipe replacement and repair procedures, main flushing programs, proper operation and maintenance of storage tanks and reservoirs, and continual maintenance of positive water pressure in all parts of the distribution system; and
- Filtration and/or disinfection of surface water or disinfection of ground water

The City has implemented all of the above actions or processes, or obtains water from suppliers who implement these processes (such as filtration and chloramination). One method that may reduce or eliminate the presence of total coliform is to increase the amount of disinfectant residual in the distribution system. However, this method increases the potential presence of cancer-causing disinfection byproducts.

In the interest of protecting the public's health and because the City is in compliance with the state and federal limit for total coliform, the City plans to continue to implement the current technologies and monitoring and maintenance program and does not plan to install additional treatment. As such, there is no estimated cost associated with additional treatment to reduce the incidence of coliform bacteria. Coliform results are included in the table of data for the City's CCRs 2017, 2018, and 2019 as documentation of compliance with the Safe Drinking Water Act.

2.2 Arsenic:

The PHG for arsenic is set at 0.004 parts per billion (ppb) by OEHHA. The PHG is set at a level that is lower than the 2.0 ppb detection limit currently achievable for that analysis. The current MCL for Arsenic is set at 10.0 ppb. Arsenic is a carcinogen and the risk of getting cancer from drinking water for a lifetime at the PHG level is one person in one million, whereas the risk of getting cancer from drinking water for a lifetime at the MCL level is 2.5 people per one thousand (or 5 people per two thousand). All of the City's water sources are in full compliance with this limit.

Arsenic Monitoring

MCL	10 ppb
PHG	0.004 ppb
Range of Results	ND – 4 ppb

The identified BAT methods for removing arsenic from drinking water include activated alumina, coagulation/filtration, ion exchange, lime softening, reverse osmosis (RO), electrodialysis and oxidation/filtration. For the purpose of evaluating the cost implications for treatment of arsenic, RO was selected as the proposed treatment. Reverse Osmosis (RO) is also identified as the BAT for a number of other inorganic chemicals and can provide treatment for a number of constituents in addition to arsenic.

Reverse osmosis (RO) is an effective and commonly used treatment system in drinking water and wastewater applications. The RO process uses a membrane filter that requires high water pressure to allow water molecules to pass through and other chemicals to remain producing two streams: the treated water and the concentrated wastewater stream. The cost to provide RO treatment for the groundwater supplies ranges from $0.86 to $7.33 per 1,000 gallons of water treated according to the ACWA guidance. This cost does not include the cost for design, planning, permitting, and waste disposal, which can increase total costs substantially. In 2018, the City used approximately 10,671 acre-feet of groundwater. This translates to approximately 9.5 million gallons per day. At this rate, the cost to provide RO treatment for all groundwater used by the City would range from $3.0 million to $25.5 million annually. Therefore, it may be reasonable to assume the higher cost, as each groundwater well will require a separate treatment unit. Many smaller units would be much more costly than a single large unit. Assuming that all groundwater wells would be treated, the $25.5 million would represent a worst-case estimate. Based on these assumptions, and the 2018 population of 129,604, the annual cost implication per person would be approximately $197 annually.

This treatment option produces wastewater and treatment byproducts which must be disposed of properly. In addition, this treatment option may not be capable of meeting the PHG though it is identified as a BAT for the purpose of meeting the MCL. The MCL of 10 ppb

for arsenic is a significantly higher than the PHG of 0.004 ppb for arsenic. The MCL is what has been determined as 'safe' from a regulatory standpoint, and which is enforceable. Also, since current analytical technology is not capable of measuring concentrations as low as the PHG, it would be impossible to verify that compliance with the PHG was achieved even if treatment was installed.

Since the City is in compliance with both the State and Federal limit for arsenic, there is no plan to install additional treatment. Arsenic results are included in the table of data for the City's CCRs 2017, 2018, and 2019 as documentation of compliance with the Safe Drinking Water Act.

2.3 Lead and Copper:

The City monitors both the groundwater wells and tap water at consumer households every three years for lead and copper. The purpose behind collecting lead and copper samples at household taps is to determine whether lead and copper from household plumbing is leaching into the drinking water. The presence of lead and copper is a function of the materials used in household plumbing, the condition of household plumbing, and the corrosive characteristics of the water being supplied by the City to the homes.

There is no MCL for either lead or copper, instead both constituents have action levels (ALs) set by the SWRCB. The 90th percentile value of all samples from household taps cannot exceed an AL of 15 ppb for lead and 1.3 ppm for copper. The PHG for lead is 0.2 ppb and the PHG for copper is 0.3 ppm. Lead is a carcinogen and the risk of getting cancer from drinking water for a lifetime at the PHG level is three people in one hundred million and the risk of getting cancer from drinking water for a lifetime at the MCL level is two people per one million. Copper is not a carcinogen but can cause digestive toxicity if consumed in large doses (greater than the MCL) over short periods or at the MCL for a lifetime. All of the City of Santa Clara's groundwater samples for both lead and copper in 2016, 2017, and 2018 were less than the PHG.

Household tap samples taken in 2016 had a 90th percentile value of 3.2 ppb of lead and a 90th percentile value of 0.38 ppm of copper as reflected in the table below. Both lead and copper parameters are well below the ALs set by the SWRCB.

Lead Monitoring

AL	15 ppb
PHG	0.2 ppb
Range of Results	ND – 5.9 ppb
90th Percentile	3.2 ppb

Copper Monitoring

AL	1.3 ppm
PHG	0.3 ppm
Range of Results	ND – 0.92 ppm
90th Percentile	0.38 ppm

Effective January 2018, State law required water suppliers to sample all schools on public land by mid-2019. Below are the results for school lead testing in 2018:

School Lead Testing

AL	15 ppb
PHG	0.2 ppb
Range of Results	ND – 26 ppb
90th Percentile	2.1 ppb

All samples, with the exception of one sample taken at John Sutter Elementary School were well below the EPA action level for lead. The fixture was immediately taken out of service and replaced by Santa Clara Unified School District staff. Resampling at the site resulted in a non-detect for lead.

The City of Santa Clara's water system is in full compliance with both the state and federal Lead and Copper Rule. Therefore, the system is considered to have "optimized corrosion control" by the SWRCB. In general, optimizing corrosion control is considered to be the BAT to deal with corrosion issues associated with any lead or copper findings at household taps. Water quality parameters that relate to corrosivity, such as pH, hardness, alkalinity, and total dissolved solids are monitored on an ongoing basis.

Since the City of Santa Clara is meeting the "optimized corrosion control" requirements, it is not prudent to initiate additional corrosion control treatment as it involves the addition of other chemicals that can affect water quality. The household lead and copper results are included in the table of data for the City's CCRs 2017, 2018, and 2019 as documentation of compliance with the Safe Drinking Water Act.

2.4 Recommendations for Further Actions:

The drinking water quality of the City of Santa Clara's water supply meets all SWRCB and USEPA drinking water standards set to protect public health. To further reduce the levels of the constituents identified in this report below the level that the state has already determined to meet the regulatory definition of "safe drinking water" would require very costly treatment processes. The large financial outlay required for additional treatment processes and the effectiveness of the treatment processes to provide any significant reductions in constituent levels at these already low values is uncertain and would merely mean that the already safe drinking water is slightly safer, however the health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, no action is proposed at this time.

ATTACHMENT 1

Table 1: PHGs, DLRs, and MCLs

Constituent	MCL or (AL)	DLR	PHG or (MCLG)
Coliform (% positive)	5%	0.50%	(0%)
Arsenic (ppb)	10	2	0.004
Copper (ppm)	(1.3)	0.05	0.3
Lead (ppb)	(15)	5	0.2

MCL = Maximum Contaminant Level

AL = Action Level

DLR = Detection Limit for the Purpose of Reporting

PHG = Public Health Goal

MCLG = Maximum Contaminant Level Goal

ATTACHMENT 2

California Health and Safety Code

Section §116470. Public Health Goal Report

(b) On or before July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections that detect one or more contaminants in drinking water that exceed the applicable public health goal, shall prepare a brief written report in plain language that does all of the following:

(1) Identifies each contaminant detected in drinking water that exceeds the applicable public health goal.

(2) Discloses the numerical public health risk, determined by the office, associated with the maximum contaminant level for each contaminant identified in paragraph (1) and the numerical public health risk determined by the office associated with the public health goal for that contaminant.

(3) Identifies the category of risk to public health, including, but not limited to, carcinogenic, mutagenic, teratogenic, and acute toxicity, associated with exposure to the contaminant in drinking water, and includes a brief plainly worded description of these terms.

(4) Describes the best available technology, if any is then available on a commercial basis, to remove the contaminant or reduce the concentration of the contaminant. The public water system may, solely at its own discretion, briefly describe actions that have been taken on its own, or by other entities, to prevent the introduction of the contaminant into drinking water supplies.

(5) Estimates the aggregate cost and the cost per customer of utilizing the technology described in paragraph (4), if any, to reduce the concentration of that contaminant in drinking water to a level at or below the public health goal.

(6) Briefly describes what action, if any, the local water purveyor intends to take to reduce the concentration of the contaminant in public drinking water supplies and the basis for that decision.

ATTACHMENT 3

MCLs, DLRs and PHGs for Regulated Drinking Water Contaminants

Source: California State Water Resources Control Board: Comparison of MCLs and PHGs for Regulated Contaminants in Drinking Water

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/MCLsandPHGs.html

Last Update: March 13, 2019

MCLs, DLRs, and PHGs for Regulated Drinking Water Contaminants

(Units are in milligrams per liter (mg/L), unless otherwise noted.)

Last Update: March 13, 2019

This table includes:

California's maximum contaminant levels (MCLs)

Detection limits for purposes of reporting (DLRs)

Public health goals (PHGs) from the Office of Environmental Health Hazard Assessment (OEHHA)

Also, the PHG for NDMA (which is not yet regulated) is included at the bottom of this table.

For comparison:

Federal MCLs and Maximum Contaminant Level Goals (MCLGs) (US EPA)

Regulated Contaminant	MCL	DLR	PHG	Date of PHG	MCL	MCLG
Chemicals with MCLs in 22 CCR §64431—Inorganic Chemicals						
Aluminum	1	0.05	0.6	2001	--	--
Antimony	0.006	0.006	0.001	2016	0.006	0,006
Arsenic	0.010	0.002	0.000004	2004	0.010	zero
Asbestos (MFL = million fibers per liter; for fibers >10 microns long)	7 MFL	0.2 MFL	7 MFL	2003	7 MFL	7 MFL
Barium	1	0.1	2	2003	2	2
Beryllium	0.004	0.001	0.001	2003	0.004	0.004
Cadmium	0.005	0.001	0.00004	2006	0.005	0.005
Chromium, Total - OEHHA withdrew the 0.0025-mg/L PHG	0.05	0.01	withdrawn Nov. 2001	1999	0.1	0.1
Chromium, Hexavalent - 0.01-mg/L MCL & 0.001-mg/L DLR repealed September 2017	--	--	0.00002	2011	--	--
Cyanide	0.15	0.1	0.15	1997	0.2	0.2
Fluoride	2	0.1	1	1997	4.0	4.0
Mercury (inorganic)	0.002	0.001	0.0012	1999 (rev2005)*	0.002	0.002
Nickel	0.1	0.01	0.012	2001	--	--
Nitrate (as nitrogen, N)	10 as N	0.4	45 as NO3 (=10 as N)	2018	10	10
Nitrite (as N)	1 as N	0.4	1 as N	2018	1	1
Nitrate + Nitrite (as N)	10 as N	--	10 as N	2018	--	--
Perchlorate	0.006	0.004	0.001	2015	--	--
Selenium	0.05	0.005	0.03	2010	0.05	0.05
Thallium	0.002	0.001	0.0001	1999 (rev2004)	0.002	0.0005
Copper and Lead, 22 CCR §64672.3						
Values referred to as MCLs for lead and copper are not actually MCLs; instead, they are called "Action Levels" under the lead and copper rule						
Copper	1.3	0.05	0.3	2008	1.3	1.3
Lead	0.015	0.005	0.0002	2009	0.015	zero

Radionuclides with MCLs in 22 CCR §64441 and §64443—Radioactivity						
[units are picocuries per liter (pCi/L), unless otherwise stated; n/a = not applicable]						
Gross alpha particle activity - OEHHA concluded in 2003 that a PHG was not practical	15	3	none	n/a	15	zero
Gross beta particle activity - OEHHA concluded in 2003 that a PHG was not practical	4 mrem/yr	4	none	n/a	4 mrem/yr	zero
Radium-226	--	1	0.05	2006		
Radium-228	--	1	0.019	2006		
Radium-226 + Radium-228	5	--	--	--	5	zero
Strontium-90	8	2	0.35	2006	--	--
Tritium	20,000	1,000	400	2006	--	--
Uranium	20	1	0.43	2001	30 µg/L	zero
Chemicals with MCLs in 22 CCR §64444—Organic Chemicals						
(a) Volatile Organic Chemicals (VOCs)						
Benzene	0.001	0.0005	0.00015	2001	0.005	zero
Carbon tetrachloride	0.0005	0.0005	0.0001	2000	0.005	zero
1,2-Dichlorobenzene	0.6	0.0005	0.6	1997 (rev2009)	0.6	0.6
1,4-Dichlorobenzene (p-DCB)	0.005	0.0005	0.006	1997	0.075	0.075
1,1-Dichloroethane (1,1-DCA)	0.005	0.0005	0.003	2003	--	--
1,2-Dichloroethane (1,2-DCA)	0.0005	0.0005	0.0004	1999 (rev2005)	0.005	zero
1,1-Dichloroethylene (1,1-DCE)	0.006	0.0005	0.01	1999	0.007	0.007
cis-1,2-Dichloroethylene	0.006	0.0005	0.013	2018	0.07	0.07
trans-1,2-Dichloroethylene	0.01	0.0005	0.05	2018	0.1	0.1
Dichloromethane (Methylene chloride)	0.005	0.0005	0.004	2000	0.005	zero
1,2-Dichloropropane	0.005	0.0005	0.0005	1999	0.005	zero
1,3-Dichloropropene	0.0005	0.0005	0.0002	1999 (rev2006)	--	--
Ethylbenzene	0.3	0.0005	0.3	1997	0.7	0.7
Methyl tertiary butyl ether (MTBE)	0.013	0.003	0.013	1999	--	--
Monochlorobenzene	0.07	0.0005	0.07	2014	0.1	0.1
Styrene	0.1	0.0005	0.0005	2010	0.1	0.1
1,1,2,2-Tetrachloroethane	0.001	0.0005	0.0001	2003	0.1	0.1
Tetrachloroethylene (PCE)	0.005	0.0005	0.00006	2001	0.005	zero
Toluene	0.15	0.0005	0.15	1999	1	1
1,2,4-Trichlorobenzene	0.005	0.0005	0.005	1999	0.07	0.07
1,1,1-Trichloroethane (1,1,1-TCA)	0.200	0.0005	1	2006	0.2	0.2
1,1,2-Trichloroethane (1,1,2-TCA)	0.005	0.0005	0.0003	2006	0.005	0.003
Trichloroethylene (TCE)	0.005	0.0005	0.0017	2009	0.005	zero
Trichlorofluoromethane (Freon 11)	0.15	0.005	1.3	2014	--	--
1,1,2-Trichloro-1,2,2-Trifluoroethane (Freon 113)	1.2	0.01	4	1997 (rev2011)	--	--
Vinyl chloride	0.0005	0.0005	0.00005	2000	0.002	zero
Xylenes	1.750	0.0005	1.8	1997	10	10

(b) Non-Volatile Synthetic Organic Chemicals (SOCs)						
Alachlor	0.002	0.001	0.004	1997	0.002	zero
Atrazine	0.001	0.0005	0.00015	1999	0.003	0.003
Bentazon	0.018	0.002	0.2	1999 (rev2009)	--	--
Benzo(a)pyrene	0.0002	0.0001	0.000007	2010	0.0002	zero
Carbofuran	0.018	0.005	0.0007	2016	0.04	0.04
Chlordane	0.0001	0.0001	0.00003	1997 (rev2006)	0.002	zero
Dalapon	0.2	0.01	0.79	1997 (rev2009)	0.2	0.2
1,2-Dibromo-3-chloropropane (DBCP)	0.0002	0.00001	0.0000017	1999	0.0002	zero
2,4-Dichlorophenoxyacetic acid (2,4-D)	0.07	0.01	0.02	2009	0.07	0.07
Di(2-ethylhexyl)adipate	0.4	0.005	0.2	2003	0.4	0.4
Di(2-ethylhexyl)phthalate (DEHP)	0.004	0.003	0.012	1997	0.006	zero
Dinoseb	0.007	0.002	0.014	1997 (rev2010)	0.007	0.007
Diquat	0.02	0.004	0.006	2016	0.02	0.02
Endothal	0.1	0.045	0.094	2014	0.1	0.1
Endrin	0.002	0.0001	0.0003	2016	0.002	0.002
Ethylene dibromide (EDB)	0.00005	0.00002	0.00001	2003	0.00005	zero
Glyphosate	0.7	0.025	0.9	2007	0.7	0.7
Heptachlor	0.00001	0.00001	0.000008	1999	0.0004	zero
Heptachlor epoxide	0.00001	0.00001	0.000006	1999	0.0002	zero
Hexachlorobenzene	0.001	0.0005	0.00003	2003	0.001	zero
Hexachlorocyclopentadiene	0.05	0.001	0.002	2014	0.05	0.05
Lindane	0.0002	0.0002	0.000032	1999 (rev2005)	0.0002	0.0002
Methoxychlor	0.03	0.01	0.00009	2010	0.04	0.04
Molinate	0.02	0.002	0.001	2008	--	--
Oxamyl	0.05	0.02	0.026	2009	0.2	0.2
Pentachlorophenol	0.001	0.0002	0.0003	2009	0.001	zero
Picloram	0.5	0.001	0.166	2016	0.5	0.5
Polychlorinated biphenyls (PCBs)	0.0005	0.0005	0.00009	2007	0.0005	zero
Simazine	0.004	0.001	0.004	2001	0.004	0.004
Thiobencarb	0.07	0.001	0.042	2016	--	--
Toxaphene	0.003	0.001	0.00003	2003	0.003	zero
1,2,3-Trichloropropane	0.000005	0.000005	0.0000007	2009	--	--
2,3,7,8-TCDD (dioxin)	$3x10^{-8}$	$5x10^{-9}$	$5x10^{-11}$	2010	$3x10^{-8}$	zero
2,4,5-TP (Silvex)	0.05	0.001	0.003	2014	0.05	0.05

Chemicals with MCLs in 22 CCR §64533—Disinfection Byproducts						
Total Trihalomethanes	0.080	--	--	--	0.080	--
Bromodichloromethane	--	0.0010	0.00006	2018 draft	--	zero
Bromoform	--	0.0010	0.0005	2018 draft	--	zero
Chloroform	--	0.0010	0.0004	2018 draft	--	0.07
Dibromochloromethane	--	0.0010	0.0001	2018 draft	--	0.06
Haloacetic Acids (five) (HAA5)	0.060	--	--	--	0.060	--
Monochloroacetic Acid	--	0.0020	--	--	--	0.07
Dichloroacetic Adic	--	0.0010	--	--	--	zero
Trichloroacetic Acid	--	0.0010	--	--	--	0.02
Monobromoacetic Acid	--	0.0010	--	--	--	--
Dibromoacetic Acid	--	0.0010	--	--	--	--
Bromate	0.010	0.0050**	0.0001	2009	0.01	zero
Chlorite	1.0	0.020	0.05	2009	1	0.8
Chemicals with PHGs established in response to DDW requests. These are not currently regulated drinking water contaminants.						
N-Nitrosodimethylamine (NDMA)	--	--	0.000003	2006	--	--
*OEHHA's review of this chemical during the year indicated (rev20XX) resulted in no change in the PHG.						
**The DLR for Bromate is 0.0010 mg/L for analysis performed using EPA Method 317.0 Revision 2.0, 321.8, or 326.0.						

ATTACHMENT 4

City of Santa Clara Consumer Confidence Reports:

- Consumer Confidence Report 2017
- Consumer Confidence Report 2018
- Consumer Confidence Report 2019

WATER QUALITY

CONSUMER CONFIDENCE REPORT 2017

City of Santa Clara
The Center of What's Possible

Report contains water quality monitoring results

The City of Santa Clara is committed to providing you, the water consumer, with a safe and reliable supply of high quality drinking water. Each year we publish an annual water quality report known as the Consumer Confidence Report. This is our 29th annual report on water quality. It contains the latest water quality monitoring results obtained through the end of calendar year 2016. It answers some of the most common water quality questions asked by our customers. We hope it will provide the facts and perspectives you need to make an informed evaluation of your tap water.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.



This report has been prepared in accordance with the requirements of the Safe Drinking Water Act and State regulations. Although the water you receive is tested for over 100 potential contaminants and 48 other parameters, the majority of the potential contaminants are never detected. To simplify the report, only the constituents that were detected in at least one water source appear in the water quality table. We are also required by the State to provide additional information about certain constituents that appear on the water quality table even though the water meets all applicable drinking water standards. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.

Santa Clara water comes from three sources

The City of Santa Clara has three separate sources of drinking water. Often, these sources are used interchangeably or are blended together. Altogether these sources provide an average of 18 million gallons of water per day to the homes, businesses, industries and institutions of Santa Clara. In 2016, about 41% of our water was treated surface water purchased from the Santa Clara Valley Water District, imported from the Sacramento-San Joaquin Delta, and from the San Francisco Public Utility Commission's (SFPUC) Hetch-Hetchy System, imported from the Sierra Nevada Mountains.

See map of water sources on page 2

District water serves primarily the southwesterly portion of the City. SFPUC Hetch-Hetchy water typically serves the area north of Highway 101. The remaining 59% is pumped from the City's system of 26 deep wells serving the rest of Santa Clara.

Information and guidance for people with compromised immune systems

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Center for Disease Control guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, and other microbial contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791.

Drinking water must meet standards

The quality of drinking water is carefully regulated by the federal government. In 1974, Congress passed the Safe Drinking Water Act, requiring the USEPA to establish uniform standards for drinking water. The Safe Drinking Water Act was further amended in 1986 and 1996, adding even more stringent standards. In California, these standards are enforced by the State Water Resources Control Board Division of Drinking Water.

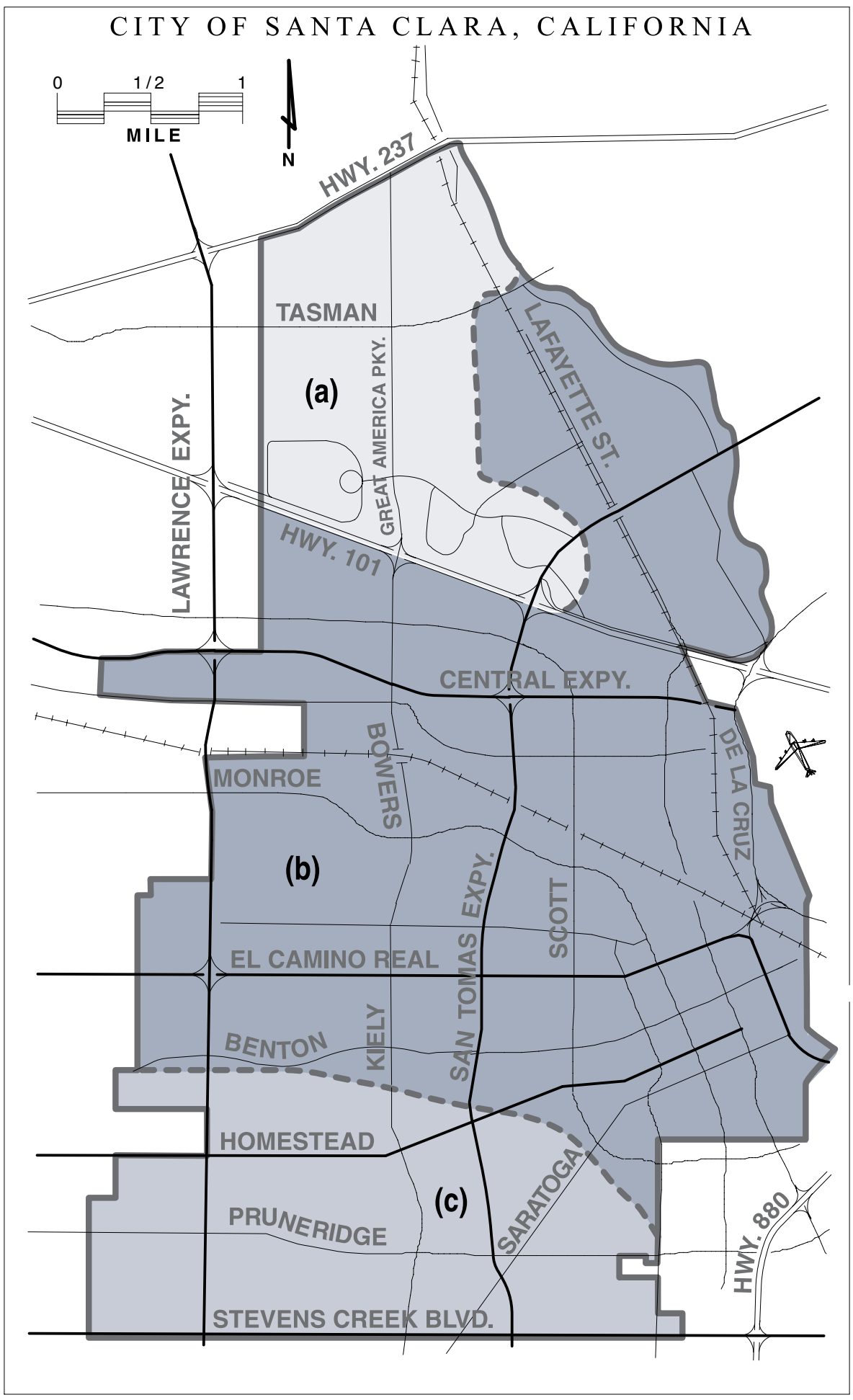
There are two types of drinking water standards. **PRIMARY STANDARDS** are designed to protect public health. These standards specify the limits, called "Maximum Contaminant Levels" for substances in water that may be harmful to humans or affect their health if consumed in large quantities. **SECONDARY STANDARDS** are based on aesthetic qualities of water such as color, taste and odor. These standards specify limits for substances that may affect consumer acceptance of the water. Both Primary and Secondary Standards are listed in this report.

> We take great pride in delivering the safest and highest quality water available.

It is important to the City of Santa Clara that you, the water consumer, have current and factual information about your water supply. In this latest issue of our report, we hope to further your understanding and strengthen your confidence in the quality and integrity of the water supplied to you by the City of Santa Clara.



If you have any questions about information in this report, or if you want to participate in water quality related issues, call Mike Vasquez at the Water Utility at 408-615-2000 or email MVasquez@SantaClaraCA.gov.



(a) - SFPUC Hetch Hetchy System
(b) - City of Santa Clara Groundwater
(c) - SCVWD Treated Surface Water

Some Santa Clara water is fluoridated

Fluoride is nature's cavity fighter. Fluoridation adjusts the naturally occurring fluoride in drinking water to the ideal level for protecting your teeth. Fluoridated drinking water benefits people of all ages by preventing tooth decay.

In November of 2005, the SFPUC Hetch Hetchy system completed construction of a fluoridation facility in the east bay. The water purchased by the City from the SFPUC is fluoridated, while water from the Santa Clara Valley Water District is not fluoridated. If your zip code is 95054, you are in the area receiving fluoridated water. However, this area is also served by well water that has not been fluoridated. Refer to the map above that shows the area supplied with water from both the Hetch-Hetchy system and the City's wells. The majority of Santa Clara will continue to receive water without added fluoride.

State law requires the addition of fluoride to all water systems in California serving 10,000 customers or more. Fluoridation of the remaining water sources in the City would require installation of fluoride injecting equipment at each of the City's 26 active wells and at its treated water connection from the Santa Clara Valley Water District. The law includes a provision for state funds to finance this fluoridation equipment, however it may be some time before the State can provide funding to move forward with a fluoridation program for the remainder of the City.

Contact your health provider if you have concerns about dental fluorosis. For additional information about fluoridation or oral health, visit the Centers for Disease Control website CDC.gov/fluoridation or the State Water Resources Control Board website Waterboards.CA.gov/drinking_water/certlic/drinkingwater/Fluoridation.shtml.

City wells

The majority of water consumed in the City of Santa Clara is pumped from the City's system of deep wells. Well water is pulled up from groundwater – water that is located in aquifers (water-filled spaces between sand, gravel, silt and clay) deep in the ground. Aquifers are replenished by rainwater that infiltrates down from the land surface.

Hetch Hetchy system

The City purchases water from the SFPUC Hetch Hetchy System. The SFPUC conducts watershed sanitary surveys for the Hetch Hetchy source annually and local water sources every five years. The last local sanitary survey was done in 2016. The SFPUC conducted a special watershed sanitary survey for Upcountry Non-Hetch Hetchy Sources in 2015 as part of its drought response plan efforts. These surveys evaluate the sanitary condition, water quality, potential contamination sources and the results of watershed management activities, and were completed with support from partner agencies including National Park Service and U.S. Forest Service. These surveys identified wildlife, stock, and human activities as potential contamination sources. You may contact the San Francisco District office of the State Water Resources Control Board at 510-620-3474 for the review of these reports.

Santa Clara Valley Water District

The Santa Clara Valley Water District provides treated surface water to the Silicon Valley from three water treatment plants. District surface water is mainly imported from the South Bay Aqueduct, Dyer Reservoir, Lake Del Valle, and San Luis Reservoir, which all draw water from the Sacramento - San Joaquin Delta watershed. The District's local water sources include Anderson and Calero Reservoirs.

The District's source waters are vulnerable to potential contamination from a variety of land use practices, such as agricultural and urban runoff, recreational activities, livestock grazing, and residential and industrial development. The imported sources are also vulnerable to wastewater treatment plant discharges, seawater intrusion, and wild fires in open space areas. In addition, local sources are also vulnerable to potential contamination from commercial stables and historic mining practices. No contaminant associated with any of these activities has been detected in the District's treated water. The water treatment plants provide multiple barriers for physical removal of contaminants and disinfection of pathogens. For more information, visit the District website at ValleyWater.org.



City of Santa Clara Water Quality Table

	UNIT	MCL	State PHG/ Fed (MCLG)	analysis for City SC Well Water range	analysis for City SC Well Water average	analysis for SCVWater District range	analysis for SCVWater District average	analysis for HETCH HETCHY range	analysis for HETCH HETCHY average or [max]	Common Sources of:
PRIMARY STANDARDS FOR SOURCE WATER SAMPLING:										
MICROBIOLOGICAL										
giardia lamblia	cyst/L	TT	0	NA	NA	NA	NA	0-0.11	0.03	naturally present in environment
RADIOACTIVITY										
Gross Alpha	pCi/L	15	(0)	ND	ND	ND	ND	ND	ND	erosion of natural deposits
INORGANIC CHEMICAL										
Aluminum	PPM	1	0.6	0-0.029	ND	ND - 0.076	ND	ND	ND	natural deposits/treatment process
Arsenic	PPB	10	0.004	ND-1.1	0.11	ND	ND	ND	ND	erosion of nat'l deposit/runoff
Barium	PPM	1	2	0.085 - 0.12	0.1	ND	ND	ND	ND	erosion of nat'l deposit/oil drilling
Chromium	PPB	50	(100)	ND - 2.4	0.97	ND	ND	ND	ND	erosion of nat'l deposit/plating
Fluoride	PPM	2	1	0.11 - 0.18	0.15	ND	ND	ND - 0.8	0.3	water additive/erosion of nat'l deposits
Hexavalent Chromium	PPB	10	0.02	0-0.72	0.72	ND	ND	ND	ND	erosion of natural deposits
Nitrate (as Nitrogen)	PPM	10	10	0.39 - 6.1	3.3	ND - 1.1	ND	ND	ND	erosion of nat'l deposit/runoff/leaching
SECONDARY STANDARDS: "CONSUMER ACCEPTANCE CONTAMINENT LEVELS"										
Aluminum	PPB	200	NA	0-29	2.9	ND	ND	ND-55	ND	natural deposits/treatment process
Chloride	PPM	500	NA	27 - 69	49.9	59 - 96	76	< 3 - 16	8.8	runoff/leaching nat'l deposits/seawater
Color	UNITS	15	NA	ND	ND	ND	ND	<5-11	<5	naturally occuring organic material
Copper	PPM	1	NA	ND	ND	ND	ND	ND	ND	erosion of nat'l deposit/leaching
Iron	PPB	300	NA	ND-0.03	0.003	ND	ND	ND	ND	leaching from nat'l deposits/ind. waste
Manganese	PPB	50	NA	ND - 25	2.5	ND	ND	ND	ND	leaching from natural deposits
Odor	UNITS	3	NA	ND - 2	1.1	1	1	ND	ND	naturally occuring organic material
Sp. Conductance	uS/cm	1600	NA	540 - 760	656	401 - 581	510	31 - 218	146	subst.forming ions/seawater intrusion
Sulfate	PPM	500	NA	31 - 48	38.5	38.7 - 64.6	49.7	1 - 30	16	runoff/leaching nat'l deposits/ind. waste
Tot.Dissolved Solids	PPM	1000	NA	330 - 460	400	222 - 344	282	< 20 - 95	63	runoff/leaching from natural deposits
Turbidity	NTU	5	NA	ND - 1.4	0.17	0.06 - 0.08	0.07	0.3 - 0.5 [1]	[3.2][2]	soil runoff
CONSUMER INFORMATION										
pH	UNITS	NS	NS	7.8 - 8.2	8.0	7.5 - 8.0	7.7	8.2 - 9.8	9.4	
Alkalinity (as CaCO3)	PPM	NS	NS	180 - 240	205	54 - 72	64	7 - 112	39	
Hardness	PPM	NS	NS	170 - 320	268	71 - 115	95	8 - 76	44	
Calcium (as Ca)	PPM	NS	NS	46 - 89	75	14 - 20	18	2-18	10	
Magnesium	PPM	NS	NS	14 - 24	19.7	9 - 13	11	0.2 - 6	3.6	
Sodium	PPM	NS	NS	24 - 49	30.9	47- 72	56	2.6 - 17	11	
Potassium	PPM	NS	NS	1.2 - 1.4	1.3	2.2 - 3.5	3	0.2 - 1	0.6	
PRIMARY STANDARDS AS MEASURED IN CITY OF SANTA CLARA DISTRIBUTION SYSTEM:										
MICROBIOLOGICAL										
Total Coliform	% pos (+)	5.00%	(0)	0 - 1.4%	< 5%					naturally present in environment
DISINFECTION BYPRODUCTS, RESIDUALS, PRECURSORS										
Trihalomethanes	PPB	80	NA	0 - 75	[66.5]					byproduct of drinking water disinfection
Haloacetic Acids	PPB	60	NA	0 - 52	[44.5]					byproduct of drinking water disinfection
Chlorine residual	PPM	4	4	0.0 - 3.0	0.78					drinking water disinfectant
INORGANIC CHEMICAL as measured at 50 Residential Taps in 2016:										
Copper	PPM	AL = 1.3	0.3	90th percentile = 0.380ppm		Number Exceeded = 0				corrosion of plumbing systems
Lead	PPB	AL = 15	0.2	90th percentile = 3.2 ppb		Number Exceeded = 0				corrosion of plumbing systems

UNREGULATED CONTAMINANTS AS MEASURED IN CITY OF SANTA CLARA DISTRIBUTION SYSTEM:

		NOTIFICATION LEVEL		
Chlorodifluoromethane	PPB	NA	0 - .58	0.17
Chlorate	PPB	800	0 - 98	38.2
Chromium	PPB	NA	0 - 4.9	1.6
Hexavalent Chromium	PPB	NA	0.03 - 4.1	1.5
Molybdenum	PPB	NA	0 - 3.7	2.0
Strontium	PPB	NA	260 - 430	315
Vanadium	PPB	50	2.8 - 5.3	4.1

[1] Turbidity is measured every four hours. These are monthly average turbidity values.
[2] The highest turbidity of the unfiltered Hetch Hetchy water in 2016 was 3.2 NTU.

Definitions and Notes:

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

MAXIMUM CONTAMINANT LEVEL (MCL) = The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

MAXIMUM CONTAMINANT LEVEL GOAL (MCLG) = The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

MAXIMUM RESIDUAL DISINFECTANT LEVEL (MRDL) = The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MAXIMUM RESIDUAL DISINFECTANT LEVEL GOAL (MRDLG) = The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

PUBLIC HEALTH GOAL (PHG) = The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

REGULATORY ACTION LEVEL (AL) = The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

TREATMENT TECHNIQUE (TT) = A required process intended to reduce the level of a contaminant in drinking water.

UNREGULATED CONTAMINANTS = Unregulated contaminant monitoring helps EPA and State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

pCi/L = picocuries per liter (a measure of radioactivity)

PPM = Parts Per Million

PPB = Parts Per Billion

P = Present

A = Absent

<DLR = less than Detection Limit for Reporting

DISTRIBUTION SYSTEM = drinking water delivery system

RESIDENTIAL TAPS = household faucets used for lead and copper sampling

DISINFECTION BYPRODUCTS = chemical by products of disinfection

SECONDARY STANDARDS = secondary MCLs are set to protect the aesthetics of drinking water

NTU = Nephelometric Turbidity Unit. Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of water quality.

uS/cm = microSiemens per centimeter

NA = not applicable or available

ND = not detected

NS = no standard

Copper and Lead Tap Monitoring was performed in August 2016.

VANADIUM = the babies of some pregnant women who drink water containing vanadium in excess of the notification level may have an increased risk of developmental effects, based on studies in laboratory animals

HARDNESS = the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.

SODIUM = refers to the salt present in the water and is generally naturally occurring.

ATTENTION

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Chi tiết này thật quan trọng.
Xin nhờ người dịch cho quý vị.

Attencion: Este informe contiene informacion muy importante sobre su agua beber. Traduzcalo o hable con alguien que lo entienda bien.

此份有關你的食水報告,內有重要資料和訊息,請找他人為你翻譯及解釋清楚。

Mahalaga ang impormasyong ito. Mangyaring ipasalin ito.

이 안내는 매우 중요합니다.
본인을 위해 번역인을 사용하십시요.

यह सूचना महत्वपूर्ण है ।
कृपा करके किसी से :सका अनुवाद करायें ।

ਇਹ ਸੂਚਨਾ ਮਹਤੱਵਪੂਰਣ ਹੈ।
ਕ੍ਰਿਪਾ ਕਰਕੇ ਕਿਸੀ ਤੇ ਇਸ ਦਾ ਅਨੁਵਾਦ ਕਰਾਉ।

この報告書には上水道に関する重要な情報が記されております。翻訳を御依頼なされるか、内容をご理解なさっておられる方にお尋ね下さい。

Water Quality Monitoring

The City completed a Drinking Water Source Assessment and Protection Program for the groundwater sources in August 2002 and submitted it to the State Board in December 2002. A copy of the program is available at the City's Water Utility offices at 1500 Warburton Ave. You may request a summary of the individual assessments by contacting the Water Utility at 408-615-2000 or by email at water@SantaClaraCA.gov.

The City's groundwater sources are considered most vulnerable to contamination by: leaking underground tanks containing fuel or dry-cleaning chemicals; old, unrecorded septic systems; storm drain dry wells located at various places around the City; many old, shallow, private wells, abandoned and not properly destroyed; and possibly some contaminants from a small landfill dump left over from the early years of the 20th century.



Lead

There have been no exceedances of the ACTION LEVEL for lead in the City of Santa Clara groundwater sources or supplies purchased from other agencies. It is possible for lead levels in your home to be higher than other homes in the community because of plumbing materials used in the original construction of your home. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Santa Clara is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline 1-800-426-4791 or at EPA.gov/lead.

Nitrates

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants less than six months old. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask for advice from your health care provider.

Cryptosporidium and Giardia

Cryptosporidiosis is a disease of the intestinal tract brought on by a parasitic microbe (a protozoan) called Cryptosporidium. The disease is transmitted through contaminated water, food or direct contact with human or animal waste. If you are healthy with a normal immune system, the flu-like symptoms usually last about two weeks. Symptoms include diarrhea, stomach cramps, upset stomach and slight fever. However, immuno-compromised people, infants, small children, and the elderly are at greater risk of developing life-threatening illness.

The water purchased by the City from the SFPUC Hetch Hetchy system has been tested for Cryptosporidium and Giardia. The source waters and treated waters are tested at least monthly and occasionally show very low levels of Cryptosporidium in the waters serving the East Bay, South Bay and San Francisco Peninsula. Giardia, another parasitic organism causing similar symptoms, is monitored with the same frequency and very low levels are occasionally detected in the same source waters.

The general public is at very low risk and there have been no reported cases of Cryptosporidiosis and Giardiasis attributed to the City's public water supply. This advisory applies to water received from the Hetch Hetchy system in the area of the City north of Highway 101. The CDPH issues guidance for people with serious immune system problems. Currently, available guidance from the state and county health agencies recommends that people with such conditions consult with their doctor or primary health care provider about preventing Cryptosporidium and Giardia infection from all potential sources. Water consumers may choose to boil their drinking water at a rolling boil for at least one minute as an extra precaution.

For information about Cryptosporidiosis and Giardiasis, or copies of available guidance, contact the Santa Clara County Department of Environmental Health at 408-918-3400. You may also contact the USEPA Drinking Water Hotline at 1-800-426-4791.

What are the sources of tap water?

Sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife
- Inorganic contaminants such as salts and metals that can be naturally-occurring or resulting from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses
- Organic chemical contaminants including synthetic and volatile organic chemicals that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems
- Radioactive contaminants that can be naturally occurring or be the result of oil and gas production and mining activities

In order to ensure that tap water is safe to drink, the U.S Environmental Protection Agency and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at 1-800-426-4791.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this public notice in a public place or distributing copies by hand or mail.

IMPORTANT CONTACT INFORMATION

City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050
408-615-2200
SantaClaraCA.gov

Water Utility
1500 Warburton Ave.
Santa Clara, CA 95050
Office hours: 8 a.m. – 5 p.m.,
Monday-Friday
408-615-2000

Water Billing Questions
408-615-2300

Water Quality Report Questions
Mike Vasquez
408-615-2000
mvasquez@santaclaraca.gov

Water Emergencies
408-615-2000 Monday-Friday,
8 a.m.-5 p.m.
408-615-5640 other days
and times

Water Conservation
Save20gallons.org
408-630-2554 – Water Conservation Hotline and Rebate Information

Sign up for a free Water-Wise House Call from Santa Clara Valley Water District by calling 1-800-548-1882

Web Resources
If you would like to learn more about drinking water quality, treatment and regulation, contact these organizations:

American Water Works Association
awwa.org

State Water Resources Control Board, Division of Drinking Water waterboards.ca.gov/drinking_water/programs/index.shtml

United States Environmental Protection Agency
water.epa.gov/drink/index.cfm

San Francisco Public Utilities Commission, Water Quality Bureau
sfwater.org/index.aspx?page=163

Santa Clara Valley Water District
valleywater.org

Water Education Foundation
watereducation.org

Water Quality Information Center
wquic.nal.usda.gov

Public Input
To provide input on decisions that affect drinking water quality, you are welcome to provide input to the Santa Clara City Council at a Council meeting or in advance via mail, email or phone contact. A list of all City Council meetings, agenda items and study sessions can be viewed on the City website SantaClaraCa.gov.

eNotify
Sign up to receive news from the Water Utility
SantaClaraCA.gov

WATER QUALITY

CONSUMER CONFIDENCE REPORT 2018

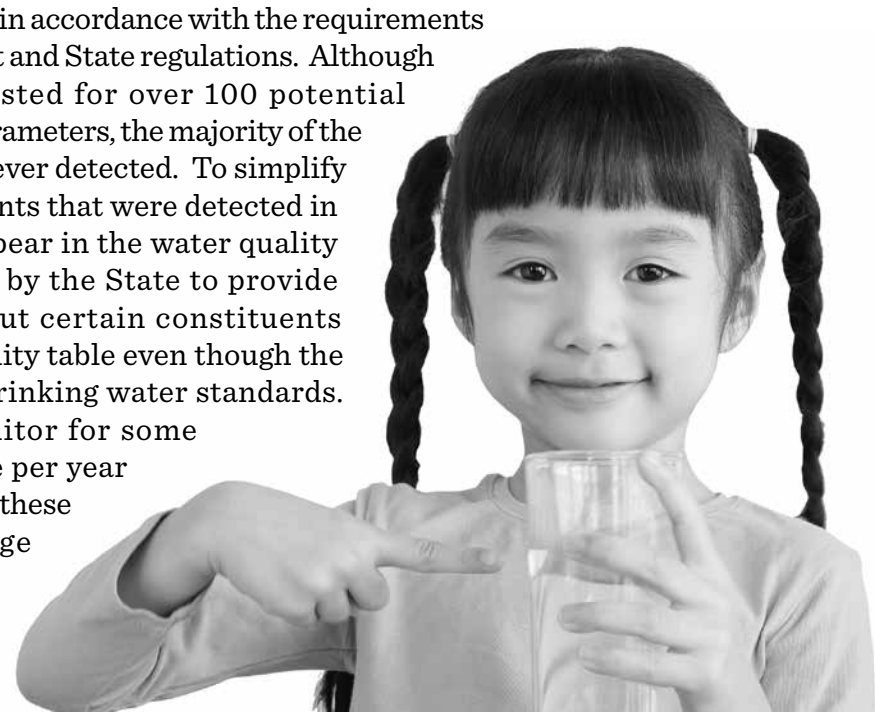
City of Santa Clara
The Center of What's Possible

Report contains water quality monitoring results

The City of Santa Clara is committed to providing you, the water consumer, with a safe and reliable supply of high quality drinking water. Each year we publish an annual water quality report known as the Consumer Confidence Report. This is our 30th annual report on water quality. It contains the latest water quality monitoring results obtained through the end of calendar year 2017. It answers some of the most common water quality questions asked by our customers. We hope it will provide the facts and perspectives you need to make an informed evaluation of your tap water.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.

This report has been prepared in accordance with the requirements of the Safe Drinking Water Act and State regulations. Although the water you receive is tested for over 100 potential contaminants and 48 other parameters, the majority of the potential contaminants are never detected. To simplify the report, only the constituents that were detected in at least one water source appear in the water quality table. We are also required by the State to provide additional information about certain constituents that appear on the water quality table even though the water meets all applicable drinking water standards. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.



Santa Clara water comes from three sources

The City of Santa Clara has three separate sources of drinking water. Often, these sources are used interchangeably or are blended together. Altogether these sources provide an average of 18 million gallons of water per day to the homes, businesses, industries and institutions of Santa Clara. In 2017, about 35% of our water was treated surface water purchased from the Santa Clara Valley Water District, imported from the Sacramento-San Joaquin Delta, and from the San Francisco Public Utility Commission's (SFPUC) Hetch-Hetchy System, imported from the Sierra Nevada Mountains.

See map of water sources on page 2

District water serves primarily the southwesterly portion of the City. SFPUC Hetch-Hetchy water typically serves the area north of Highway 101. The remaining 65% is pumped from the City's system of 24 deep wells serving the rest of Santa Clara.

Information and guidance for people with compromised immune systems

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Center for Disease Control guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, and other microbial contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791.

Drinking water must meet standards

The quality of drinking water is carefully regulated by the federal government. In 1974, Congress passed the Safe Drinking Water Act, requiring the USEPA to establish uniform standards for drinking water. The Safe Drinking Water Act was further amended in 1986 and 1996, adding even more stringent standards. In California, these standards are enforced by the State Water Resources Control Board Division of Drinking Water.

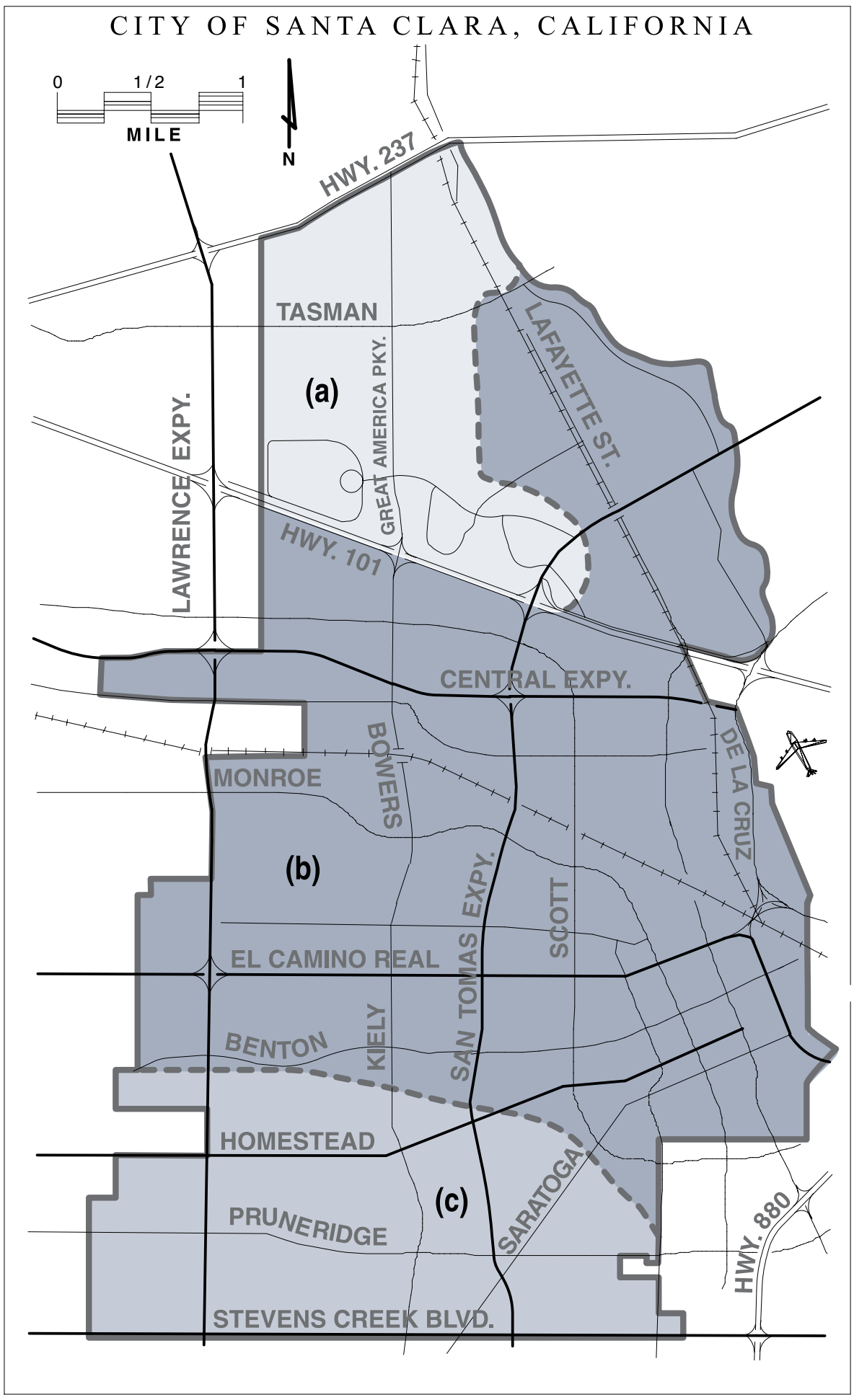
There are two types of drinking water standards. **PRIMARY STANDARDS** are designed to protect public health. These standards specify the limits, called "Maximum Contaminant Levels" for substances in water that may be harmful to humans or affect their health if consumed in large quantities. **SECONDARY STANDARDS** are based on aesthetic qualities of water such as color, taste and odor. These standards specify limits for substances that may affect consumer acceptance of the water. Both Primary and Secondary Standards are listed in this report.

> We take great pride in delivering the safest and highest quality water available.

It is important to the City of Santa Clara that you, the water consumer, have current and factual information about your water supply. In this latest issue of our report, we hope to further your understanding and strengthen your confidence in the quality and integrity of the water supplied to you by the City of Santa Clara.



If you have any questions about the information in this report, or if you want to participate in water quality related issues, call the Water Utility at 408-615-2000. You may also attend City Council meetings at 7 p.m. in the Council Chambers of City Hall, 1500 Warburton Ave. For the latest Council meeting information, visit the City website SantaClaraCA.gov/councilmeetings.



(a) - SFPUC Hetch Hetchy System
(b) - City of Santa Clara Groundwater
(c) - SCVWD Treated Surface Water

Some Santa Clara water is fluoridated

Fluoride is nature's cavity fighter. Fluoridation adjusts the naturally occurring fluoride in drinking water to the ideal level for protecting your teeth. Fluoridated drinking water benefits people of all ages by preventing tooth decay.

In November of 2005, the SFPUC Hetch Hetchy system completed construction of a fluoridation facility in the east bay. The water purchased by the City from the SFPUC is fluoridated, while water from the Santa Clara Valley Water District is not fluoridated. If your zip code is 95054, you are in the area receiving fluoridated water. However, this area is also served by well water that has not been fluoridated. Refer to the map above that shows the area supplied with water from both the Hetch-Hetchy system and the City's wells. The majority of Santa Clara will continue to receive water without added fluoride.

State law requires the addition of fluoride to all water systems in California serving 10,000 customers or more. In 2020, the Santa Clara Valley Water District plans to add fluoridation to the Rinconada Water Treatment Plant which serves the southern portion of Santa Clara. Fluoridation of the remaining water sources in the City would require installation of fluoride injecting equipment at each of the City's 24 active wells. The law includes a provision for state funds to finance this fluoridation equipment, however it may be some time before the State can provide funding to move forward with a fluoridation program for the remainder of the City.

Contact your health provider if you have concerns about dental fluorosis. For additional information about fluoridation or oral health, visit the Centers for Disease Control website CDC.gov/fluoridation or the State Water Resources Control Board website Waterboards.CA.gov/drinking_water/certlic/drinkingwater/Fluoridation.shtml.

City wells

The majority of water consumed in the City of Santa Clara is pumped from the City's system of deep wells. Well water is pulled up from groundwater – water that is located in aquifers (water-filled spaces between sand, gravel, silt and clay) deep in the ground. Aquifers are replenished by rainwater that infiltrates down from the land surface.

Hetch Hetchy system

The City purchases water from the SFPUC Hetch Hetchy System. SFPUC conducts watershed sanitary surveys for the Hetch Hetchy source annually and local water sources every five years. The latest local sanitary survey was completed in 2016 for the period of 2011-2015. The SFPUC conducted a watershed sanitary survey for Upcountry Non-Hetch Hetchy Sources in 2015 as part of its drought response plan efforts. These surveys evaluate the sanitary conditions, water quality, potential contamination sources and the results of watershed management activities, and were completed with support from partner agencies including National Park Service and US Forest Service. These surveys identified wildlife, stock, and human activities as potential contamination sources. You may contact the San Francisco District office of SWRCB-DDW at 510-620-3474 for the review of these reports.

Santa Clara Valley Water District

The Santa Clara Valley Water District provides treated surface water to the Silicon Valley from three water treatment plants. District surface water is mainly imported from the South Bay Aqueduct, Dyer Reservoir, Lake Del Valle, and San Luis Reservoir, which all draw water from the Sacramento - San Joaquin Delta watershed. The District's local water sources include Anderson and Calero Reservoirs.

The District's source waters are vulnerable to potential contamination from a variety of land use practices, such as agricultural and urban runoff, recreational activities, livestock grazing, and residential and industrial development. The imported sources are also vulnerable to wastewater treatment plant discharges, seawater intrusion, and wild fires in open space areas. In addition, local sources are also vulnerable to potential contamination from commercial stables and historic mining practices. No contaminant associated with any of these activities has been detected in the District's treated water. The water treatment plants provide multiple barriers for physical removal of contaminants and disinfection of pathogens. For more information, visit the District website ValleyWater.org.



City of Santa Clara Water Quality Table

	UNIT	MCL	State PHG/ Fed (MCLG)	analysis for City SC Well Water range	analysis for City SC Well Water average	analysis for SCVWater District range	analysis for SCVWater District average	analysis for HETCH HETCHY range	analysis for HETCH HETCHY average or [max]	Common Sources of:
PRIMARY STANDARDS FOR SOURCE WATER SAMPLING:										
MICROBIOLOGICAL										
giardia lamblia	cyst/L	TT	0	NA	NA	NA	NA	0 - 0.22	0.05	naturally present in environment
RADIOACTIVITY										
Gross Alpha	pCi/L	15	(0)	ND	ND	ND	ND	ND	ND	erosion of natural deposits
INORGANIC CHEMICAL										
Arsenic	PPB	10	0.004	ND - 4	1.34	ND	ND	ND	ND	erosion of nat'l deposit/runoff
Barium	PPM	1	2	.082 - .15	0.11	ND	ND	ND	ND	erosion of nat'l deposit/oil drilling
Chromium	PPB	50	(100)	ND - 2.2	1.26	ND	ND	ND	ND	erosion of nat'l deposit/plating
Fluoride	PPM	2	1	.11 - .19	0.12	ND	ND	ND - 0.6	0.2	water additive/erosion of nat'l deposits
Nitrate (as Nitrogen)	PPM	10	10	.37 - 5.8	3.54	ND - 0.6	ND	ND	ND	erosion of nat'l deposit/runoff/leaching
SECONDARY STANDARDS: "CONSUMER ACCEPTANCE CONTAMINENT LEVELS"										
Aluminum	PPB	200	NA	ND	ND	ND	ND	ND - 99	ND	natural deposits/treatment process
Chloride	PPM	500	NA	26 - 55	41.8	24 - 77	46	< 3 - 17	9	runoff/leaching nat'l deposits/seawater
Color	UNITS	15	NA	ND	ND	< 2.5 - 3	1	< 5 - 13	< 5	naturally occuring organic material
Iron	PPB	300	NA	ND - .035	0.013	ND	ND	ND	ND	leaching from nat'l deposits/ind. waste
Manganese	PPB	50	NA	ND - 11	2.2	ND	ND	ND	ND	leaching from natural deposits
Odor	UNITS	3	NA	ND - 1	0.4	1	1	ND	ND	naturally occuring organic material
Sp. Conductance	uS/cm	1600	NA	520 - 700	610	360 - 530	426	29 - 256	168	subst.forming ions/seawater intrusion
Sulfate	PPM	500	NA	37 - 50	44	50.7 - 59	54.9	.9 - 34	17	runoff/leaching nat'l deposits/ind. waste
Tot.Dissolved Solids	PPM	1000	NA	320 - 440	376	202 - 272	231	< 20 - 122	76	runoff/leaching from natural deposits
Turbidity	NTU	5	NA	ND - .75	0.18	ND - 0.27	ND	0.3 - 1.1 [1]	[2.7][2]	soil runoff
CONSUMER INFORMATION										
pH	UNITS	NS	NS	6.7 - 7.5	7.0	7.7 - 7.8	7.8	7.4 - 9.8	9.2	
Alkalinity (as CaCO3)	PPM	NS	NS	180 - 220	194	48 - 89	69	6 - 131	52	
Ammonia	PPM	NS	NS	NA	NA	0.44 - 0.62	0.5	NA	NA	
Bicarbonate Alkalinity (as HCO3)	PPM	NS	NS	220 - 270	236	58 - 109	84	6 - 131	52	
Boron	PPB	NS	NS	ND	ND	ND - 123	ND	ND - 203	ND	
Bromide	PPM	NS	NS	ND	ND	<0.05 - 0.07	< 0.05	< 5 - 30	13	
Calcium (as Ca)	PPM	NS	NS	38 - 78	63	13 - 25	20	2 - 31	16	
Carbonate (as CO3)	PPM	NS	NS	ND - 2	0.4	ND	ND	ND	ND	
Chlorate	PPB	NS	NS	ND	ND	71 - 130	91	51 - 180	86	
Hardness	PPM	NS	NS	140 - 310	236	68 - 114	96	7 - 82	51	
Hexavalent Chromium	PPB	NS[3]	0.02	.035 - 2.3	1.18	ND	ND	ND	ND	
Lithium	PPB	NS	NS	NA	NA	< 5 - 6.2	< 5	NA	NA	
Magnesium	PPM	NS	NS	11 - 32	19.6	8 - 13	11	0.2 - 11	6.2	
Molybdenum	PPB	NS	NS	NA	NA	< 1 - 1	< 1	NA	NA	
Potassium	PPM	NS	NS	ND - 1..2	0.5	2.2 - 3.4	2.7	0.2 - 2	1	
Silica	PPM	NS	NS	ND	ND	10 - 13	11	4.6 - 12	7.6	
Sodium	PPM	NS	NS	21 - 57	30.2	29 - 57	43	2.3 - 31	18	
Strontium	PPB	NS	NS	NA	NA	NA	NA	12 - 234	111	

PRIMARY STANDARDS AS MEASURED IN CITY OF SANTA CLARA DISTRIBUTION SYSTEM:							
MICROBIOLOGICAL							
Total Coliform	% pos (+)	5.00%	(0)	0 - 4.1%	< 5%		naturally present in environment
DISINFECTION BYPRODUCTS, RESIDUALS, PRECURSORS							
Trihalomethanes	PPB	80	NA	0 - 51	[50.3]		byproduct of drinking water disinfection
Haloacetic Acids	PPB	60	NA	0 - 48	[36]		byproduct of drinking water disinfection
Chlorine residual	PPM	4	4	0.0 - 3.3	0.76		drinking water disinfectant
INORGANIC CHEMICAL as measured at 50 Residential Taps in 2016:							
Copper	PPM	AL = 1.3	0.3	90th percentile = 0.380ppm		Number Exceeded = 0	corrosion of plumbing systems
Lead	PPB	AL = 15	0.2	90th percentile = 3.2 ppb		Number Exceeded = 0	corrosion of plumbing systems
SCHOOLS REQUESTING LEAD TESTING IN 2017: 0[4]							
Lead	PPB	AL = 15	0.2	NA	NA		corrosion of plumbing systems

UNREGULATED CONTAMINANTS AS MEASURED IN CITY OF SANTA CLARA DISTRIBUTION SYSTEM:

		NOTIFICATION LEVEL		
Chlorodifluoromethane	PPB	NA	0 - 0.58	0.17
Chlorate	PPB	800	0 - 98	38.2
Chromium	PPB	NA	0 - 4.9	1.6
Hexavalent Chromium	PPB	NA	0.03 - 4.1	1.5
Molybdenum	PPB	NA	0 - 3.7	2.0
Strontium	PPB	NA	260 - 430	315
Vanadium	PPB	50	2.8 - 5.3	4.1

[1] Turbidity is measured every four hours. These are monthly average turbidity values.
[2] The highest turbidity of the unfiltered Hetch Hetchy water in 2017 was 2.7 NTU.
[3] There is currently no MCL for hexavalent chromium. The previous MCL of 10 mg/L was withdrawn on September 11, 2017.
[4] While no schools made requests in 2017, many schools are planning for 2018 lead testing

Definitions and Notes:

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

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SECONDARY STANDARDS = secondary MCLs are set to protect the aesthetics of drinking water

NTU = Nephelometric Turbidity Unit. Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of water quality.

uS/cm = microSiemens per centimeter

NA = not applicable or available

ND = not detected

NS = no standard

Copper and Lead Tap Monitoring was performed in August 2016.

VANADIUM = the babies of some pregnant women who drink water containing vanadium in excess of the notification level may have an increased risk of developmental effects, based on studies in laboratory animals

HARDNESS = the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.

SODIUM = refers to the salt present in the water and is generally naturally occurring.

ATTENTION

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Chi tiết này thật quan trọng.
Xin nhờ người dịch cho quý vị.

Attencion: Este informe contiene informacion muy importante sobre su agua beber. Traduzcalo o hable con alguien que lo entienda bien.

此份有關你的食水報告,內有重要資料和訊息,請找他人為你翻譯及解釋清楚。

Mahalaga ang impormasyong ito. Mangyaring ipasalin ito.

이 안내는 매우 중요합니다.
본인을 위해 번역인을 사용하십시요.

यह सूचना महत्वपूर्ण है ।
कृपा करके किसी से :सका अनुवाद करायें ।

ਇਹ ਸੂਚਨਾ ਮਹਤੱਵਪੂਰਣ ਹੈ।
ਕ੍ਰਿਪਾ ਕਰਕੇ ਕਿਸੀ ਤੋ ਇਸ ਦਾ ਅਨੁਵਾਦ ਕਰਾਉ।

この報告書には上水道に関する重要な情報が記されております。翻訳を御依頼なされるか、内容をご理解なさっておられる方にお尋ね下さい。

Water Quality Monitoring

The City completed a Drinking Water Source Assessment and Protection Program for the groundwater sources in August 2002 and submitted it to the State Board in December 2002. A copy of the program is available at the City's Water Utility offices at 1500 Warburton Ave. You may request a summary of the individual assessments by contacting the Water Utility at 408-615-2000 or by email at water@SantaClaraCA.gov.

The City's groundwater sources are considered most vulnerable to contamination by: leaking underground tanks containing fuel or dry-cleaning chemicals; old, unrecorded septic systems; storm drain dry wells located at various places around the City; many old, shallow, private wells, abandoned and not properly destroyed; and possibly some contaminants from a small landfill dump left over from the early years of the 20th century.



Lead

There have been no exceedances of the ACTION LEVEL for lead in the City of Santa Clara groundwater sources or supplies purchased from other agencies. It is possible for lead levels in your home to be higher than other homes in the community because of plumbing materials used in the original construction of your home. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Santa Clara is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline 1-800-426-4791 or at EPA.gov/lead.

Nitrates

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants less than six months old. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask for advice from your health care provider.

Cryptosporidium and Giardia

Cryptosporidiosis is a disease of the intestinal tract brought on by a parasitic microbe (a protozoan) called Cryptosporidium. The disease is transmitted through contaminated water, food or direct contact with human or animal waste. If you are healthy with a normal immune system, the flu-like symptoms usually last about two weeks. Symptoms include diarrhea, stomach cramps, upset stomach and slight fever. However, immuno-compromised people, infants, small children, and the elderly are at greater risk of developing life-threatening illness.

The water purchased by the City from the SFPUC Hetch Hetchy system has been tested for Cryptosporidium and Giardia. The source waters and treated waters are tested at least monthly and occasionally show very low levels of Cryptosporidium in the waters serving the East Bay, South Bay and San Francisco Peninsula. Giardia, another parasitic organism causing similar symptoms, is monitored with the same frequency and very low levels are occasionally detected in the same source waters.

The general public is at very low risk and there have been no reported cases of Cryptosporidiosis and Giardiasis attributed to the City's public water supply. This advisory applies to water received from the Hetch Hetchy system in the area of the City north of Highway 101. The CDPH issues guidance for people with serious immune system problems. Currently, available guidance from the state and county health agencies recommends that people with such conditions consult with their doctor or primary health care provider about preventing Cryptosporidium and Giardia infection from all potential sources. Water consumers may choose to boil their drinking water at a rolling boil for at least one minute as an extra precaution.

For information about Cryptosporidiosis and Giardiasis, or copies of available guidance, contact the Santa Clara County Department of Environmental Health at 408-918-3400. You may also contact the USEPA Drinking Water Hotline at 1-800-426-4791.

What are the sources of tap water?

Sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife
- Inorganic contaminants such as salts and metals that can be naturally-occurring or resulting from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses
- Organic chemical contaminants including synthetic and volatile organic chemicals that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems
- Radioactive contaminants that can be naturally occurring or be the result of oil and gas production and mining activities

In order to ensure that tap water is safe to drink, the U.S Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at 1-800-426-4791.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this public notice in a public place or distributing copies by hand or mail.

FOR ADDITIONAL INFORMATION ON WATER QUALITY

City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050
408-615-2200
SantaClaraCA.gov

Water Utility
1500 Warburton Ave.
Santa Clara, CA 95050
Office hours: 8 a.m. – 5 p.m.,
Monday-Friday
408-615-2000

Water Billing Questions
408-615-2300

Water Quality Report Questions
Mike Vasquez
408-615-2000
mvasquez@santaclaraca.gov

Water Emergencies
408-615-2000 Monday-Friday, 8 a.m.-5 p.m.
408-615-5640 other days and times

Water Conservation
Save20gallons.org
408-630-2554 – Water Conservation Hotline and Rebate Information

Sign up for a free Water-Wise House Call from Santa Clara Valley Water District by calling 1-800-548-1882

Web Resources
If you would like to learn more about drinking water quality, treatment and regulation, contact these organizations:

American Water Works Association
awwa.org

State Water Resources Control Board, Division of Drinking Water waterboards.ca.gov/drinking_water/programs/index.shtml

United States Environmental Protection Agency
water.epa.gov/drink/index.cfm

San Francisco Public Utilities Commission, Water Quality Bureau
sfwater.org/index.aspx?page=163

Santa Clara Valley Water District
valleywater.org

Water Education Foundation
watereducation.org

Water Quality Information Center
wquic.nal.usda.gov

Public Input
To provide input on decisions that affect drinking water quality, you are welcome to provide input to the Santa Clara City Council at a Council meeting or in advance via mail, email or phone contact. A list of all City Council meetings, agenda items and study sessions can be viewed on the City website SantaClaraCa.gov.

eNotify
Sign up to receive news from the Water Utility
SantaClaraCA.gov

WATER QUALITY

CONSUMER CONFIDENCE REPORT 2019

City of Santa Clara
The Center of What's Possible

Report contains water quality monitoring results

The City of Santa Clara is committed to providing you, the water consumer, with a safe and reliable supply of high quality drinking water. Each year we publish an annual water quality report known as the Consumer Confidence Report. This is our 31st annual report on water quality. It contains the latest water quality monitoring results obtained through the end of calendar year 2018. It answers some of the most common water quality questions asked by our customers. We hope it will provide the facts and perspectives you need to make an informed evaluation of your tap water.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.



This report has been prepared in accordance with the requirements of the Safe Drinking Water Act and State regulations. Although the water you receive is tested for over 100 potential contaminants and 48 other parameters, the majority of the potential contaminants are never detected. To simplify the report, only the constituents that were detected in at least one water source appear in the water quality table. We are also required by the State to provide additional information about certain constituents that appear on the water quality table even though the water meets all applicable drinking water standards. The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old.

Santa Clara water comes from three sources

The City of Santa Clara has three separate sources of drinking water. Often, these sources are used interchangeably or are blended together. Altogether these sources provide an average of 18 million gallons of water per day to the homes, businesses, industries and institutions of Santa Clara. In 2018, about 42% of our water was treated surface water purchased from the Santa Clara Valley Water District (Valley Water), imported from the Sacramento-San Joaquin Delta, and from the San Francisco Public Utility Commission's (SFPUC) Hetch-Hetchy System, imported from the Sierra Nevada Mountains.

See map of water sources on page 2

Valley Water serves primarily the southwesterly portion of the City. SFPUC Hetch-Hetchy water typically serves the area north of Highway 101. The remaining 58% is pumped from the City's system of 21 active wells serving the rest of Santa Clara.

Information and guidance for people with compromised immune systems

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, and other microbial contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791.

Drinking water must meet standards

The quality of drinking water is carefully regulated by the federal government. In 1974, Congress passed the Safe Drinking Water Act, requiring the USEPA to establish uniform standards for drinking water. The Safe Drinking Water Act was further amended in 1986 and 1996, adding even more stringent standards. In California, these standards are enforced by the State Water Resources Control Board Division of Drinking Water.

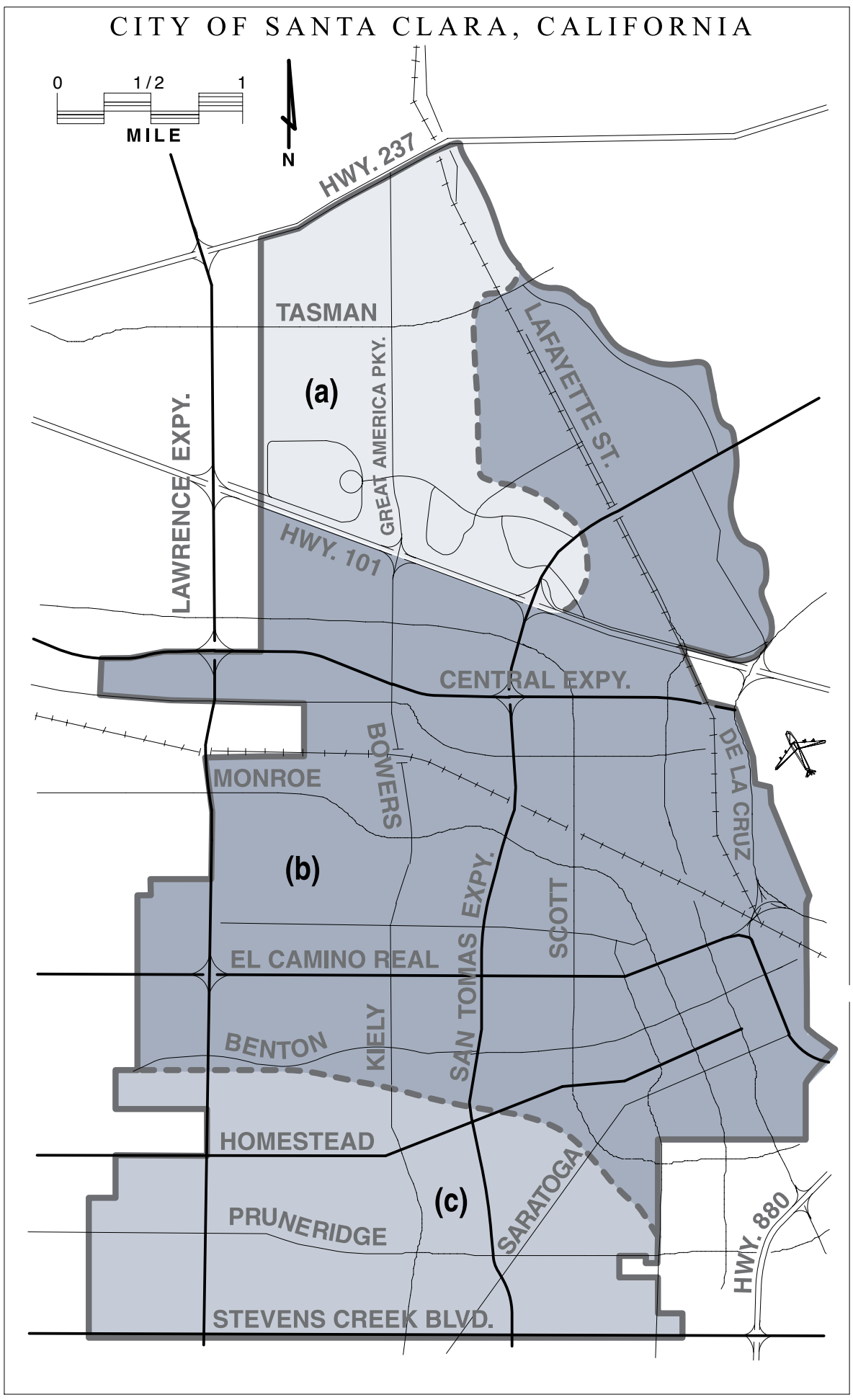
There are two types of drinking water standards. **PRIMARY STANDARDS** are designed to protect public health. These standards specify the limits, called "Maximum Contaminant Levels" for substances in water that may be harmful to humans or affect their health if consumed in large quantities. **SECONDARY STANDARDS** are based on aesthetic qualities of water such as color, taste and odor. These standards specify limits for substances that may affect consumer acceptance of the water. Both Primary and Secondary Standards are listed in this report.

We take great pride in delivering the safest and highest quality water available.

It is important to the City of Santa Clara that you, the water consumer, have current and factual information about your water supply. In this latest issue of our report, we hope to further your understanding and strengthen your confidence in the quality and integrity of the water supplied to you by the City of Santa Clara.



If you have any questions about the information in this report, or if you want to participate in water quality related issues, call the Water Utility at 408-615-2000. You may also attend City Council meetings at 7 p.m. in the Council Chambers of City Hall, 1500 Warburton Ave. For the latest Council meeting information, visit the City website SantaClaraCA.gov/councilmeetings.



(a) - SFPUC Hetch Hetchy System
(b) - City of Santa Clara Groundwater
(c) - SCVWD Treated Surface Water

Some Santa Clara water is fluoridated

Fluoride is nature's cavity fighter. Fluoridation adjusts the naturally occurring fluoride in drinking water to the ideal level for protecting your teeth. Fluoridated drinking water benefits people of all ages by preventing tooth decay.

In November of 2005, the SFPUC Hetch Hetchy system completed construction of a fluoridation facility in the east bay. The water purchased by the City from the SFPUC is fluoridated, while water from Valley Water is not fluoridated. If your zip code is 95054, you are in the area receiving fluoridated water. However, this area is also served by well water that has not been fluoridated. Refer to the map above that shows the area supplied with water from both the Hetch-Hetchy system and the City's wells. The majority of Santa Clara will continue to receive water without added fluoride.

State law requires the addition of fluoride to all water systems in California serving 10,000 customers or more. In 2020, Valley Water plans to add fluoridation to the Rinconada Water Treatment Plant which serves the southern portion of Santa Clara. Fluoridation of the remaining water sources in the City would require installation of fluoride injecting equipment at each of the City's 21 active wells. The law includes a provision for state funds to finance this fluoridation equipment, however it may be some time before the State can provide funding to move forward with a fluoridation program for the remainder of the City.

Contact your health provider if you have concerns about dental fluorosis. For additional information about fluoridation or oral health, visit the CDC website CDC.gov/fluoridation or the State Board website Waterboards.CA.gov/drinking_water/certlic/drinkingwater/Fluoridation.shtml.

City wells

The majority of water consumed in the City of Santa Clara is pumped from the City's system of deep wells. Well water is pulled up from groundwater (water that is located in aquifers which are water-filled spaces between sand, gravel, silt and clay) deep in the ground. Aquifers are replenished by rainwater that infiltrates down from the land surface.

Hetch Hetchy system

The City purchases water from the SFPUC Hetch Hetchy System. SFPUC conducts watershed sanitary surveys for the Hetch Hetchy source annually and local water sources every five years. The latest local sanitary survey was completed in 2016 for the period of 2011-2015. The SFPUC conducted a watershed sanitary survey for Upcountry Non-Hetch Hetchy Sources in 2015 as part of its drought response plan efforts. These surveys evaluate the sanitary conditions, water quality, potential contamination sources and the results of watershed management activities, and were completed with support from partner agencies including National Park Service and US Forest Service. These surveys identified wildlife, stock, and human activities as potential contamination sources. You may contact the San Francisco District office of SWRCB-DDW at 510-620-3474 for the review of these reports.

Santa Clara Valley Water District

The Santa Clara Valley Water District provides treated surface water to the Silicon Valley, now known as Valley Water, from three water treatment plants. Valley Water surface water is mainly imported from the South Bay Aqueduct, Dyer Reservoir, Lake Del Valle, and San Luis Reservoir, which all draw water from the Sacramento - San Joaquin Delta watershed. Valley Water's local water sources include Anderson and Calero Reservoirs.

Valley Water's source waters are vulnerable to potential contamination from a variety of land use practices, such as agricultural and urban runoff, recreational activities, livestock grazing, and residential and industrial development. The imported sources are also vulnerable to wastewater treatment plant discharges, seawater intrusion, and wild fires in open space areas. In addition, local sources are also vulnerable to potential contamination from commercial stables and historic mining practices. No contaminant associated with any of these activities has been detected in Valley Water's treated water. The water treatment plants provide multiple barriers for physical removal of contaminants and disinfection of pathogens. For more information, visit Valley Water's website ValleyWater.org.

School lead testing

As of January 2018, State law requires water suppliers to sample all schools on public land by mid-2019. As of April 2019, City staff has completed all required sampling (172 samples at 33 schools) and provided results to the school districts following the testing. All samples, with the exception of one sample taken at John Sutter Elementary School, were well below the EPA action level for lead of 15 parts per billion (ppb). The fixture was immediately taken out of service and replaced by Santa Clara Unified School District staff. Resampling at the site resulted in a ND (no-detect) for lead. Contact your school administration for information about lead testing and results for your local school. For further information, visit Waterboards.CA.gov/drinking_water/certlic/drinkingwater/leadsamplinginschools.html.

City of Santa Clara Water Quality Table

	UNIT	MCL	State PHG/ Fed (MCLG)	analysis for City SC Well Water range	average	analysis for SCVWater District range	average	analysis for HETCH HETCHY range	average or [max]	Common Sources of:
PRIMARY STANDARDS FOR SOURCE WATER SAMPLING:										
MICROBIOLOGICAL										
giardia lamblia	cyst/L	TT	0	NA	NA	ND - 0.1	ND	ND - 0.024	0.03	naturally present in environment
RADIOACTIVITY										
Gross Alpha	pCi/L	15	(0)	ND	ND	ND	ND	ND	ND	erosion of natural deposits
INORGANIC CHEMICAL										
Aluminum	PPM	1	0.6	ND - 0.073	0.008	ND	ND	ND	ND	natural deposits/treatment process
Arsenic	PPB	10	0.004	ND - 2.1	0.4	ND	ND	ND	ND	erosion of nat'l deposit/runoff
Barium	PPM	1	2	0.088 - 0.16	0.12	ND	ND	ND	ND	erosion of nat'l deposit/oil drilling
Chromium	PPB	50	(100)	ND - 3.7	1.1	ND	ND	ND	ND	erosion of nat'l deposit/plating
Fluoride	PPM	2	1	0.11 - 0.16	0.14	ND - 0.12	ND	ND - 0.7	0.3	water additive/erosion of nat'l deposits
Nitrate (as Nitrogen)	PPM	10	10	0.49 - 5.5	3.51	ND - 0.7	ND	ND	ND	erosion of nat'l deposit/runoff/leaching
SECONDARY STANDARDS: "CONSUMER ACCEPTANCE CONTAMINENT LEVELS"										
Aluminum	PPB	200	NA	ND - 73	8.1	ND	ND	ND	ND	natural deposits/treatment process
Chloride	PPM	500	NA	19 - 47	35.9	42 - 70	59	< 3 - 17	8.9	runoff/leaching nat'l deposits/seawater
Color	UNITS	15	NA	ND	ND	ND	ND	< 5 - 7	< 5	naturally occuring organic material
Iron	PPB	300	NA	ND - 0.12	0.01	ND	ND	ND	ND	leaching from nat'l deposits/ind. waste
Manganese	PPB	50	NA	ND - 8	1.7	ND	ND	ND	ND	leaching from natural deposits
Odor	UNITS	3	NA	ND - 2	0.4	1	1	ND	ND	naturally occuring organic material
Sp. Conductance	uS/cm	1600	NA	470 - 690	591	340 - 511	445	29 - 221	154	subst.forming ions/seawater intrusion
Sulfate	PPM	500	NA	23 - 50	37	48.6 - 75.3	58.2	0.9 - 29	16	runoff/leaching nat'l deposits/ind. waste
Tot.Dissolved Solids	PPM	1000	NA	290 - 430	371	226 - 270	258	< 20 - 144	82	runoff/leaching from natural deposits
Turbidity	NTU	5	NA	ND - 1.5	0.2	0.01 - 0.24	0.04	0.3 - 0.8 [1]	[1.8][2]	soil runoff
CONSUMER INFORMATION										
pH	UNITS	NS	NS	7.1 - 7.5	7.3	7.7 - 7.8	7.8	8.9 - 9.8	9.4	
Alkalinity (as CaCO3)	PPM	NS	NS	160 - 240	203	45 - 88	68	< 3 - 132	51	
Ammonia (Total)	PPM	NS	NS	NA	NA	0.49 - 0.52	0.51	NA	NA	
Bicarbonate Alkalinity (as HCO3)	PPM	NS	NS	190 -290	247	55 - 108	83	NA	NA	
Boron	PPB	NS	NS	NA	NA	112 - 205	147	ND - 104	ND	
Bromide	PPM	NS	NS	NA	NA	<0.05 - 0.08	< 0.05	< 5 - 27	7	
Calcium (as Ca)	PPM	NS	NS	40 - 82	64	12 - 24	18	2.9 - 18	11	
Carbonate (as CO3)	PPM	NS	NS	ND - 2.1	0.2	ND	ND	ND	ND	
Chlorate	PPB	NS	NS	NA	NA	65 - 88	77	42 - 230	124	
Hardness	PPM	NS	NS	150 - 300	237	58 - 117	92	15 - 68	47	
Hexavalent Chromium	PPB	NS	0.02	0.06 - 3.7	1.45	ND	ND	NA	NA	
Magnesium	PPM	NS	NS	12 - 28	19	7 - 14	11	< 0.2 - 6.2	4	
Molybdenum	PPB	NS	NS	NA	NA	1 - 2	1	NA	NA	
Phosphate	PPM	NS	NS	NA	NA	1.09 - 1.55	1.27	NA	NA	
Potassium	PPM	NS	NS	ND - 1.1	0.6	1.8 - 3.4	2.7	0.2 - 1.0	0.6	
Silica	PPM	NS	NS	NA	NA	10 - 14	11	2.8 - 7.1	5	
Sodium	PPM	NS	NS	23 - 44	34	39 - 65	49	2.3 - 20	14	
Strontium	PPB	NS	NS	NA	NA	NA	NA	12 - 199	99	
Temperature	Deg. C	NS	NS	12 - 24	18	12 - 22	18	NA	NA	
Total Organic Carbon	PPM	NS	NS	NA	NA	1.3 - 2.7	1.9	1.2 - 2.9	2.2	

PRIMARY STANDARDS AS MEASURED IN CITY OF SANTA CLARA DISTRIBUTION SYSTEM:	Units	MCL	State MCL (Fed PHG)	Range	Average		Common Sources of:
MICROBIOLOGICAL							
Total Coliform	% pos (+)	5.00%	(0)	0 - 2.9%	< 5%		naturally present in environment
DISINFECTION BYPRODUCTS, RESIDUALS, PRECURSORS							
Trihalomethanes	PPB	80	NA	0 - 50	[39.5]		byproduct of drinking water disinfection
Haloacetic Acids	PPB	60	NA	0 - 43	[34.8]		byproduct of drinking water disinfection
Chlorine residual	PPM	4	4	0.0 - 3.0	1.03		drinking water disinfectant
INORGANIC CHEMICAL as measured at 50 Residential Taps in 2016:							
Copper	PPM	AL = 1.3	0.3	90th percentile = 0.380ppm		Number Exceeded = 0	corrosion of plumbing systems
Lead	PPB	AL = 15	0.2	90th percentile = 3.2 ppb		Number Exceeded = 0	corrosion of plumbing systems
SCHOOLS REQUESTING LEAD TESTING IN 2018: 33 Schools (172 samples taken)							
Lead	PPB	AL = 15	0.2	90th percentile = ND		Number Exceeded = 1[3]	corrosion of plumbing systems

UNREGULATED CONTAMINANTS AS MEASURED IN CITY OF SANTA CLARA DISTRIBUTION SYSTEM:	Units	Notification Level	Range	Average
Chlorodifluoromethane	PPB	NA	ND - 0.60	0.1
Chlorate	PPB	800	ND - 300	86.2
Chromium	PPB	NA	ND - 4.9	0.6
Hexavalent Chromium	PPB	NA	ND - 4.1	1.1
Molybdenum	PPB	NA	ND - 5.0	0.9
Strontium	PPB	NA	ND - 440	154
Vanadium	PPB	50	ND - 5.9	1.6
Manganese	PPB	50	ND - 8.8	1.7
Total Haleoacetic Acids (9)	PPB	NA	ND - 58	23.6

[1] Turbidity is measured every four hours. These are monthly average turbidity values.
[2] The highest turbidity of the unfiltered Hetch Hetchy water in 2018 was 1.8 NTU.
[3] John Sutter Elementary - 26ppb. Repeat sampling following plumbing repairs was non-detect for lead.

Definitions and Notes:

Primary Drinking Water Standard (PDWS): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

MAXIMUM CONTAMINANT LEVEL (MCL) = The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

MAXIMUM CONTAMINANT LEVEL GOAL (MCLG) = The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

MAXIMUM RESIDUAL DISINFECTANT LEVEL (MRDL) = The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MAXIMUM RESIDUAL DISINFECTANT LEVEL GOAL (MRDLG) = The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

PUBLIC HEALTH GOAL (PHG) = The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

REGULATORY ACTION LEVEL (AL) = The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

TREATMENT TECHNIQUE (TT) = A required process intended to reduce the level of a contaminant in drinking water.

UNREGULATED CONTAMINANTS = Unregulated contaminant monitoring helps EPA and State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

pCi/L = picocuries per liter (a measure of radioactivity)

PPM = Parts Per Million

PPB = Parts Per Billion

P = Present

A = Absent

<DLR = less than Detection Limit for Reporting

DISTRIBUTION SYSTEM = drinking water delivery system

RESIDENTIAL TAPS = household faucets used for lead and copper sampling

DISINFECTION BYPRODUCTS = chemical by products of disinfection

SECONDARY STANDARDS = secondary MCLs are set to protect the aesthetics of drinking water

NTU = Nephelometric Turbidity Unit. Turbidity is a measure of the cloudiness of the water. We monitor it because it is a good indicator of water quality.

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HARDNESS = the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.

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ATTENTION

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Chi tiết này thật quan trọng.
Xin nhờ người dịch cho quý vị.

Attencion: Este informe contiene informacion muy importante sobre su agua beber. Traduzcalo o hable con alguien que lo entienda bien.

此份有關你的食水報告,內有重要資料和訊息,請找他人為你翻譯及解釋清楚。

Mahalaga ang impormasyong ito. Mangyaring ipasalin ito.

이 안내는 매우 중요합니다.
본인을 위해 번역인을 사용하십시요.

यह सूचना महत्वपूर्ण है ।
कृपा करके किसी से :सका अनुवाद करायें ।

ਇਹ ਸੂਚਨਾ ਮਹਤੱਵਪੂਰਣ ਹੈ।
ਕ੍ਰਿਪਾ ਕਰਕੇ ਕਿਸੀ ਤੋ ਇਸ ਦਾ ਅਨੁਵਾਦ ਕਰਾਉ।

この報告書には上水道に関する重要な情報が記されております。翻訳を御依頼なされるか、内容をご理解なさっておられる方にお尋ね下さい。

Water Quality Monitoring

The City completed a Drinking Water Source Assessment and Protection Program for the groundwater sources in August 2002 and submitted it to the State Board in December 2002. A copy of the program is available at the City's Water Utility offices at 1500 Warburton Ave. You may request a summary of the individual assessments by contacting the Water Utility at 408-615-2000 or by email at water@SantaClaraCA.gov.

The City's groundwater sources are considered most vulnerable to contamination by: leaking underground tanks containing fuel or dry-cleaning chemicals; old, unrecorded septic systems; storm drain dry wells located at various places around the City; many old, shallow, private wells, abandoned and not properly destroyed; and possibly some contaminants from a small landfill dump left over from the early years of the 20th century.



Lead

There have been no exceedances of the ACTION LEVEL for lead in the City of Santa Clara groundwater sources or supplies purchased from other agencies. It is possible for lead levels in your home to be higher than other homes in the community because of plumbing materials used in the original construction of your home. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Santa Clara is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline 1-800-426-4791 or at EPA.gov/lead.

Nitrates

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants less than six months old. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask for advice from your health care provider.

Cryptosporidium and Giardia

Cryptosporidiosis is a disease of the intestinal tract brought on by a parasitic microbe (a protozoan) called Cryptosporidium. The disease is transmitted through contaminated water, food or direct contact with human or animal waste. If you are healthy with a normal immune system, the flu-like symptoms usually last about two weeks. Symptoms include diarrhea, stomach cramps, upset stomach and slight fever. However, immuno-compromised people, infants, small children, and the elderly are at greater risk of developing life-threatening illness.

The water purchased by the City from the SFPUC Hetch Hetchy system has been tested for Cryptosporidium and Giardia. The source waters and treated waters are tested at least monthly and occasionally show very low levels of Cryptosporidium in the waters serving the East Bay, South Bay and San Francisco Peninsula. Giardia, another parasitic organism causing similar symptoms, is monitored with the same frequency and very low levels are occasionally detected in the same source waters.

The general public is at very low risk and there have been no reported cases of Cryptosporidiosis and Giardiasis attributed to the City's public water supply. This advisory applies to water received from the Hetch Hetchy system in the area of the City north of Highway 101. The California Department of Public Health (916-558-1784) issues guidance for people with serious immune system problems. Currently, available guidance from the state and county health agencies recommends that people with such conditions consult with their doctor or primary health care provider about preventing Cryptosporidium and Giardia infection from all potential sources. Water consumers may choose to boil their drinking water at a rolling boil for at least one minute as an extra precaution.

For information about Cryptosporidiosis and Giardiasis, or copies of available guidance, contact the Santa Clara County Department of Environmental Health at 408-918-3400. You may also contact the USEPA Drinking Water Hotline at 1-800-426-4791.

What are the sources of tap water?

Sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife
- Inorganic contaminants such as salts and metals that can be naturally-occurring or resulting from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming
- Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses
- Organic chemical contaminants including synthetic and volatile organic chemicals that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems
- Radioactive contaminants that can be naturally occurring or be the result of oil and gas production and mining activities

In order to ensure that tap water is safe to drink, the U.S Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at 1-800-426-4791.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this public notice in a public place or distributing copies by hand or mail.

FOR ADDITIONAL INFORMATION ON WATER QUALITY

City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050
408-615-2200
SantaClaraCA.gov

Water Utility
1500 Warburton Ave.
Santa Clara, CA 95050
Office hours: 8 a.m. – 5 p.m.,
Monday-Friday
408-615-2000

Water Billing Questions
408-615-2300

Water Quality Report Questions
Mike Vasquez
408-615-2000
mvasquez@santaclaraca.gov

Water Emergencies
408-615-2000 Monday-Friday,
8 a.m.-5 p.m.
408-615-5640 other days
and times

Water Conservation
Save20gallons.org
408-630-2554 – Water Conservation Hotline and Rebate Information

Sign up for a free Water-Wise House Call from Valley Water by calling 1-800-548-1882

Web Resources
If you would like to learn more about drinking water quality, treatment and regulation, contact these organizations:

American Water Works Association
awwa.org

State Water Resources Control Board, Division of Drinking Water
waterboards.ca.gov/drinking_water/programs/index.shtml

United States Environmental Protection Agency
water.epa.gov/drink/index.cfm

San Francisco Public Utilities Commission, Water Quality Bureau
sfwater.org/index.aspx?page=163

Valley Water
valleywater.org

Water Education Foundation
watereducation.org

Water Quality Information Center
wquic.nal.usda.gov

Public Input
To provide input on decisions that affect drinking water quality, you are welcome to provide input to the Santa Clara City Council at a Council meeting or in advance via mail, email or phone contact. A list of all City Council meetings, agenda items and study sessions can be viewed on the City website SantaClaraCA.gov.

eNotify
Sign up to receive news from the Water Utility
SantaClaraCA.gov /enotify

19-1846 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on Appeal of Architectural Committee Approval for the Property at 2892 Sycamore Way

BACKGROUND

The property owner of the subject residence, Lei Xu (Jane), submitted an application on March 21, 2019 for architectural approval to allow the demolition of an existing single-family residence and construction of a new 3,450 square foot two-story residence with five bedrooms, five and a half bathrooms, and an attached two-car garage. As submitted, the project design included six points of access from the exterior to the interior of the residence. The proposal also included two second-story balconies facing the rear yard.

The subject property, located at the southwest side of Sycamore Way before it turns into Bancroft Street, is 11,589 square feet in area and currently developed with a one-story residence with four bedrooms, two bathrooms, and an attached two-car garage. The site is surrounded by one- and two-story single-family residences on all sides, designated as Very Low Density Residential in the General Plan and zoned Single-Family Residential (R1-6L).

June 19, 2019 Architectural Committee Approval

The project was considered by the Architectural Committee at public hearings on April 17, 2019 and June 19, 2019. Several community members spoke in opposition to the project, describing negative impacts to the neighborhood from the property's recent use as a high-occupancy short-term rental and expressing concern that approval of the new house project would facilitate continued use of the property in this manner. Following public testimony, the Architectural Committee approved a modified version of the project to allow five bedrooms, three and a half bathrooms (instead of the proposed five and a half bathrooms), an attached two-car garage and one balcony (instead of two proposed balconies). The Committee also limited exterior access to three entrances from the front, rear and garage (instead of the proposed six exterior accesses including two ground floor bedrooms and a dining room).

Appeal of June 19, 2019 Approval

The applicant filed a timely appeal of the Architectural Committee Approval, requesting that the conditional approval be modified to include some of the additional features that had been submitted to the Architectural Committee including the fifth full bathroom and an exterior access from the rear yard to a ground floor bedroom. The applicant provided a revised plan set for the current proposal, dated July 26, 2019 (Attachment 2). The revised plans also include a minor 65 square foot alteration in the floor plan for a workout space in the garage. The applicant's basis for the appeal are set forth in the applicant's appeal justification statement as follows:

- The proposed number of bathrooms is common in the immediate neighborhood;
- The Architectural Committee has granted past approvals for single-family residences with four bathrooms or more;
- Direct access to the back yard from a first-floor master bedroom is a common design feature; and
- The property owner terminated their agreement with the property manager prior to its planned expiration in response to the neighborhood's concerns with the short-term rental use.

August 14, 2019 Planning Commission Hearing

On August 14, 2019, the Planning Commission considered the appeal at a duly noticed public hearing. Chair Becker and Commissioner Kelly abstained, having voted on this item at a previous Architectural Committee Meeting. Commissioner Ikezi abstained due to the proximity of the project to her place of residence. As a result only four Planning Commissioners were able to participate in the hearing and would need to be unanimous in order to take an action on the project.

During public testimony, neighbors raised similar issues as those heard at the Architectural Committee and also objected to specific elements in the proposed design, including the large size of second floor closets, which included windows, and the presence of closets in the living room. The neighbor living immediately adjacent at 2866 Sycamore Way expressed concern with the view from the proposed second floor balcony into his backyard.

Following public testimony, the Planning Commission voted on, but did not pass a motion to overrule the appeal. A second motion was considered to sustain the appeal with added conditions to require an inspection two years after building permit final and make the entrance to Bedroom #1 non-lockable from the outside. The second motion also failed to gain a unanimous vote of the four participating Commissioners. The Planning Commission then voted unanimously to pass a third motion to refer the appeal to City Council with no recommendation. The appeal is thus before the City Council as a referral by the Planning Commission.

DISCUSSION

Staff analysis of the project is based upon the project's consistency with City's Zoning Ordinance and Design Guidelines and the degree to which the project includes measures to address community concerns.

Zoning Ordinance

The subject property is zoned as R1-6L, Single-family Zoning District. This District is intended to support single-family residences and includes standards to stabilize and protect the residential characteristics of the district and to promote and encourage a suitable single-family residential environment. This District (and other residential zoning districts established in the City's Zoning Code) do not regulate the total number of bedrooms, bathrooms or exterior access. As depicted on the plan set submitted by the applicant, the proposed two-story residence on a 11,589 square foot lot with five bedrooms, four and a half bathrooms, and an attached two-car garage is consistent the development standards and intent of the R1-6L Single-family Zoning District. However, the addition of a fourth or more bedrooms or a third or more bathrooms is subject to the City's Architectural Review committee process.

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The Zoning Code does not currently include regulations for short-term rental use. While much of the community discussion has focused on this concern, the prior use of the property in this way was allowed under the Zoning Code. The applicant has indicated that their intent is to develop the property for conventional use as a single-family residence. This topic is addressed further below.

Design Guidelines

As discussed in the attached August 14, 2019 Planning Commission staff report (Attachment 8), staff determined that the appellant's initial design, as well as the redesign presented to the Planning Commission, are consistent with the City's Single-Family Design Guidelines. Based on this analysis staff recommended approval to the Architectural Review committee.

The Architectural Committee generally found the project to be consistent with the City's Design Guidelines and granted approval with minor modifications intended to address neighborhood concerns. The applicant agreed to several of the changes included with the Architectural Committee approval, but submitted an appeal requesting approval of a project design that would include one additional bathroom and an exterior access for Bedroom #1 on the ground floor. In response to a neighbor's concerns about privacy impacts, the applicant agreed to remove one of the two proposed 2nd floor balconies. The Architectural Review committee determined that the remaining balcony was positioned so as not to result in an impact on the neighbor's privacy.

As noted in the applicant's justification statement and confirmed by staff, within the last six months the Architectural Committee has approved several single-family projects with four or more bathrooms. Also, as suggested by the applicant, rear yard access from a master bedroom is common in single-family residences.

Although the Architectural Committee and Planning Commission regularly exercise their discretion to reduce the number of bedrooms and/or bathrooms, and make changes to exterior architectural features including points of access, the Architectural Committee has also approved residences with four or more bathrooms and an exterior access for at least one ground-floor master bedroom. The revised floor plan reduces the number of access points to the ground floor from six to four and is therefore responsive to the community's concern with potential high-volume short-term rental use of the property. Entrances proposed by the property owner are now limited to a sliding door in a ground-floor master bedroom accessing the rear yard, a sliding door from the family room accessing the rear yard, a door in the garage accessing the side yard, and the main front entrance.

The proposed floor plan interior is also consistent with typical design practices and functionality for a single-family residence. The ground floor is designed with an open concept and connected common open areas. Common areas are primarily on the ground floor and occupy about 40 percent of the total living area. Two bedrooms and two and half bathrooms are on the ground floor and three bedrooms and two bathrooms are on the second floor.

Community Concerns

Based on communications from neighboring property owners, the primary neighborhood concern is the recent use of the property as a high-volume, short-term rental property. Neighborhood residents made multiple complaints to the City regarding disturbances, and unruly behavior by tenants and associated parking impacts and submitted a petition requesting that the City take action to stop the short-term rental practice occurring on the property.

In response the City conducted an inspection of the property and found it to be in compliance with the current Zoning and Building codes, with the exception that a new water heater had been installed without benefit of a permit, likely prior to the purchase of the property by the current owner. The City is in the process of a comprehensive Zoning Code update that would establish new regulations and limitations upon the use of single-family residences for short-term rental and should address most, if not all, of the concerns raised by the community. The new regulations are expected to be considered by the City Council in early 2020 and thus in effect prior to the completion of the proposed house construction. Future use of the property would thus be subject to those regulations.

The applicant has confirmed that they have followed through with the early termination of their agreement with the property manager operating the short-term rental activity on the property. The applicant ended the property manager contract in July 2019 and all tenants moved out by July 26, 2019. A documentation of this early termination is attached.

The Planning Commission discussed the possibility of requiring an inspection two years after the building permit final to confirm code compliance and the use of the property as a single-family home consistent with the requirements of the Zoning Code. Because the Planning Commission did not take action, this condition was not added to the project, but the condition could be added as part of a City Council action. The applicant agreed to the addition of this as a condition of approval at the August 14, 2019 Planning Commission hearing.

Conclusion

Approval of the proposed two-story residence with five bedrooms, four and a half bathrooms, an attached two-car garage, and an exterior access for Bedroom #1 on the ground floor would be in keeping with intent of the Single-family Zoning District and Single-Family Design Guidelines and the general building form exhibited by other residences in the neighborhood. The property owner has worked with staff and the community to address exterior modifications for neighborhood compatibility and privacy.

Concerns raised about use of the property as a high-volume short-term rental can best be addressed by new regulations proposed as part of the Zoning Code Update, which the property would be subject to once the proposed project is complete. The applicant has also provided evidence of steps taken to stop short-term rental activity on the property since July 2019. The applicant has also shared their interest in beginning construction promptly after approvals which would also cease any short-term rental activity that can occur on the property.

As the revised project design demonstrated consistency with the City's Design Guidelines and Single-family Zoning District standards, staff is recommending the City Council sustain the applicant's appeal and modify the Committee's June 19, 2019 decision as requested by the Appellant.

ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15303(a) of the CEQA Guidelines (New Construction or Conversion of Small Structures), which authorizes the construction and location of limited numbers of new, small facilities or structures, including a single-family residence.

FISCAL IMPACT

There is no impact to the City for processing the requested application other than administrative staff

time and expense typically covered by application fees paid by the applicant.

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

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

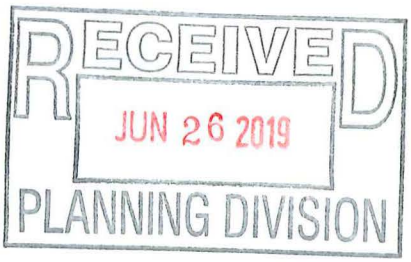
On October 18, 2019, a notice of public hearing of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 300 feet of the project site.

ALTERNATIVES
1. Adopt a Resolution to sustain the appeal and modify the decision of the Architectural Committee of June 19, 2019 to allow five bedrooms and four and half bathrooms with an exterior access for Bedroom #1, subject to the condition of an inspection two years after building permit final.
2. Overrule the appeal and uphold the decision of the Architectural Committee of June 19, 2019 to allow five bedrooms, three and half bathrooms, limit exterior access to three entrances, and no exterior access from the ground floor bedrooms.

RECOMMENDATION
Alternative 1:
Adopt a Resolution to sustain the appeal and modify the decision of the Architectural Committee of June 19, 2019 to allow five bedrooms and four and half bathrooms with an exterior access for Bedroom #1, subject to the condition of an inspection two years after building permit final.

Reviewed by: Andrew Crabtree, Director of Community Development
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS
1. Appeal Justification Statement
2. Early Agreement Termination Letter
3. Project Data
4. Excerpt of Architectural Committee Meeting Minutes of April 17, 2019
5. Architectural Committee Staff Report of June 19, 2019
6. Excerpt of Architectural Committee Meeting Minutes of June 19, 2019
7. Planning Commission Staff Report of August 14, 2019
8. Excerpt of Planning Commission Meeting Minutes of August 14, 2019
9. Public Comments Received to 8.2.2019
10. Development Plan
11. Conditions of Approval
12. Resolution to Sustain Appeal and Modify Architectural Committee Approval



Appeal Letter

Lei Xu
16 Cook Pl, Santa Clara CA 95050

June 25, 2019

To Santa Clara City Planning Commission
1500 Warburton Avenue
Santa Clara, CA 95050

Re: 2892 Sycamore Way, Appeal, Request Adjustments Architectural Committee Public Hearing

Dear commission members,

I, as the owner of 2892 Sycamore Way, Santa Clara CA 95051, appeal the Architectural Committee's decision on building permit on June 19, 2019.

At the Public Hearing on June 19, one member of the Committee stated that four and a half bathrooms are too much for five bedrooms, and three and a half bathrooms are sufficient for my project at 2892 Sycamore Way. The Architectural Committee approved five bedrooms, three and a half bathrooms with conditions to eliminate the two doors going outside from the two bedrooms and one door going outside from the dining room on the first floor.

I request to demolish the existing structure and construct a new 3,450 square foot two-story residence with five bedrooms, four and a half bathrooms, and an attached two car garage on an 11,589 square foot lot. In addition to that, I request to keep access to the back yard for the master bedrooms on the first floor (BEDROOM#1). I would also like to add 69 square foot inside the garage for extra exercise space and storage.

The justifications for my appeal are below.

1. From the preliminary review on the Zillow and Redfin, we discovered the number of bathrooms and bedrooms in the immediate neighborhood varies from two and a half bathrooms to six bathrooms with three bedrooms to six bedrooms. It's common to have five bedrooms and four and a half bathrooms in the immediate neighborhood. See attached for data supporting this statement.

2. From the approval records of the Architectural Committee in 2019 alone, the Committee had approved four bathrooms or more on a common basis. See attached projects approved on consent and public hearing items in the past agenda for the first half of this year.

3. The access to the back yard from a master bedroom on the first floor is common in a single-family residence. I ask the Planning Commission to allow access to the back yard for the master bedroom (BEDROOM #1) on the first floor as a common amenity.

4. In response to community's concerns and the City's notice of the new zoning code update on a short-term rental, I have followed through on my end and reached an agreement with my tenant to end the lease early on July 31 which the original end date is September 17, 2019.

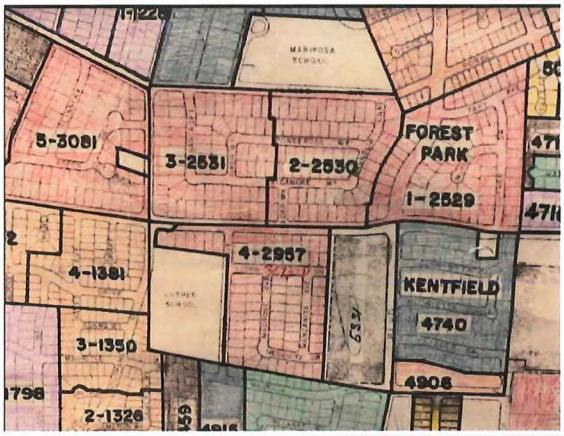
5. I ask that you the Planning Commission review the facts and my proposal which is not an unusually large size home. Please consider and approve the five bedrooms and four and half bathrooms with access to the back yard for BEDROOM #1 on the first floor; and add 65.25 square foot inside the garage for extra exercise space and storage that meets the need for my family.

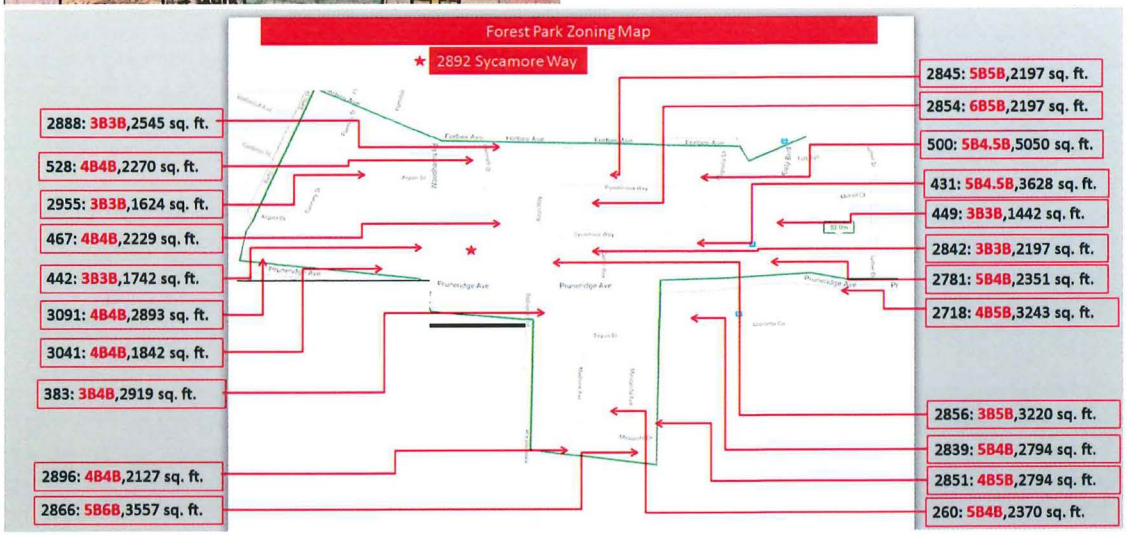
Very truly yours,

Lei Xu

The map and table below shows the number of bedroom and bathroom for some residences in the Forest Park neighborhood.

Address	# of Bedroom	# of Bathroom	Neighborhood
442 Woodhams Rd	3	3	Within 300 foot Radius. Forest Park Lot 3
467 Bancroft St	4	4	Within 300 foot Radius. Forest Park Lot 3
2888 Forbes Ave	3	3	Forest Park Lot 2 & 3
2842 Sycamore Way	3	3	Forest Park Lot 2 & 3
383 Redwood Ave	3	4	Forest Park Lot 2 & 3
2856 Sycamore Way	3	5	Forest Park Lot 2 & 3
528 Bancroft St	4	4	Forest Park Lot 2 & 3
500 Magnolian Ln	5	4.5	Forest Park Lot 2 & 3
431 Magnolian Ln	5	4.5	Forest Park Lot 2 & 3
2845 Ponderosa	5	5	Forest Park Lot 2 & 3
2854 Ponderosa Way	6	5	Forest Park Lot 2 & 3
2955 Aspen Dr	3	3	Forest Park Lot 1 4 & 5
3091 Pruneridge Ave	4	4	Forest Park Lot 1 4 & 5
3041Pruneridge Ave	4	4	Forest Park Lot 1 4 & 5
2896Mesquite Dr	4	4	Forest Park Lot 1 4 & 5
2851 Mesquite Dr	4	5	Forest Park Lot 1 4 & 5
2839 Tonyon Dr	5	4	Forest Park Lot 1 4 & 5
260 Manzanita Ave	5	4	Forest Park Lot 1 4 & 5
2781 Pruneridge	5	5	Forest Park Lot 1 4 & 5
2866 Mesquite Dr	5	6	Forest Park Lot 1 4 & 5
2718 Pruneridge Ave	4	5	Forest Park Lot 1 4 & 5
2770 Pruneridge Ave	3	3	Forest Park Lot 1 4 & 5
2724 Pruneridge Ave	5	5	Forest Park Lot 1 4 & 5





Below are residences with four or more bathrooms approved by the Architectural Committee in 2019.

Public Hearing Date	File No.	Address	# of Bedrooms	# of Bathrooms
Janaury 16, 2019	7.G.PLN2018-13588	677 Los Padres Blvd	4	4
Februray 6, 2019	7.G. PLN2018-13645	2349 Menzel Pl	5	4
Februray 6, 2019	8.E. PLN2018-13613	2558 Elliot Ct	5	4
May 15 ,2019	7.I. PLN2018-13852	150 Elmhurst Ct	4	4
April 17, 2019	7.E. PLN2019-13706	1112 Crowley Ave	5	4
April 17, 2019	7.F. PLN2018-13456	403 Dayton Ave	4	4
June 19, 2019	8.B. PLN-2019-13841	970 Teal Dr	6	4
June 19, 2019	8.C. PLN2018-13782	1654 Scott Blvd	5	5

City of Santa Clara
The Center of What's Possible

ARCHITECTURAL COMMITTEE
CITY HALL COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

AGENDA

Wednesday, January 16, 2019 – 6:00 P.M.

Please refer to the Architectural Committee Procedural Items coversheet for information on all procedural matters.

7.G **File No.(s):** **PLN2018-13588**
Location: **677 Los Padres Boulevard,** a 5,900 square foot property, located at the east side of Los Padres Boulevard, APN: 294-08-070, property is zoned Single Family (R1-6L).
Applicant: Amaranta Hernandez
Owner: Wen Lai Ye
Request: **Architectural Review** to allow 758 square-foot addition to an existing 1,584 square-foot three-bedroom and two-bathroom residence resulting in a 2,361 square-foot four-bedroom, four-bathroom residence with an existing attached two-car garage.
CEQA Determination: Categorical exemption per Section 15303, New Construction or Conversion of Small Structures

City of Santa Clara
The Center of What's Possible

ARCHITECTURAL COMMITTEE
CITY HALL COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

AGENDA

Wednesday, February 6, 2019 – 6:00 P.M.

Please refer to the Architectural Committee Procedural Items coversheet for information on all procedural matters.

7.G.	**File No.(s):**	**PLN2018-13645**
	Location:	**2349 Menzel Place**, a 6,600 square foot lot located on the south side of Menzel Place, approximately 275 feet east of Los Padres Boulevard, APN:224-12-024; property is zoned Single Family Residential (R1-6L)
	Applicant:	Ryan Morris, Architect
	Owner:	David and Daisy Rutstein
	Request:	**Architectural Review** of the proposed remodel of an existing single-story three bedroom and two bathroom 1,821 square foot home resulting in a 2,583 square foot two-story five bedroom and four bathroom home, with an existing 489 square foot ~~detached garage~~
	CEQA Determination:	Categorical Exemption per Section 15303, New Construction or Conversion of Small Structures
	Project Planner:	Yen Han Chen, Associate Planner
	Staff Recommendation:	**Approve**, subject to conditions

8.C.	**File No.(s):**	**PLN2018-13456**
	Location:	**403 Dayton Avenue,** a 8,470 square foot lot located on the east side of Dayton Avenue between Clinton Avenue and Rosemont Drive; APN: 296-02-033; property is zoned Single Family Residential (R1-6L).
	Applicant:	Azadeh Masrour / AMS Designs
	Owner:	Bharathi and Venkat Gorthi
	Request:	**Architecture Review** to allow complete demolition of an existing 3 bedroom 2 bathroom 1,091 square foot one-story residence with an attached 502 square foot two-car garage and proposed construction of a 3,396 square foot 4 bedroom and 4 bathroom two-story residence with 440 square foot ~~attached two-car garage and a 1,109 square~~ foot two-story attached accessory dwelling unit.
	CEQA Determination:	Categorically Exempt per Section 15303, New Construction or Conversion of Small Structures

8.E.	**File No.(s):**	**PLN2018-13613**
	Location:	**2558 Elliot Court**, a 9,100 square foot lot, located at the end of the Elliot Court cul-de-sac, APN: 216-11-032; property is zoned Single Family Residential (R1-6L).
	Applicant:	Matthew Hum
	Owner:	Venkata Chanamolu
	Request:	**Architectural Review** to allow demolition of an existing one-story 1,614 square foot three bedroom two bathroom residence with an attached two-car garage, and new construction of a proposed two-story 4,181 square foot five bedroom (with an office on the first floor and a theater room on the second floor) four bathroom residence with an attached 512 square foot two-car garage.
	CEQA Determination:	Categorical Exemption per CEQA Section 15303, New Construction or Conversion of Small Structures.
	Project Planner:	Elaheh Kerachian, Associate Planner
	Staff Recommendation:	**Approve**, subject to conditions

City of Santa Clara
The Center of What's Possible

ARCHITECTURAL COMMITTEE
CITY HALL COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

AGENDA

Wednesday, April 17, 2019 – 6:00 P.M.

Please refer to the Architectural Committee Procedural Items coversheet for information on all procedural matters.

7.E.

File No.(s):	**PLN2019-13706**
Location:	**1112 Crowley Avenue**, a 6,534 square foot lot at the southwest intersection of Crowley Avenue and Wallace Street; APN: 290-15-051; property is zoned Single-Family Residential (R1-6L).
Applicant/Owner:	Raja Hithayathullah
Request:	**Architectural Review** to permit a 949 square foot addition to the front, rear and sides of an existing ~~three bedroom and two bathroom~~ 1,616 square foot house, resulting in a five bedroom and four bathroom house, with an existing attached two car garage to remain; and, **Zoning Administrator Modification** to allow reduced 15-foot rear yard setback (to replace existing sunroom in rear yard setback).
CEQA Determination:	Categorically Exempt per CEQA 15301, Existing Facilities
Project Planner:	Jeff Schwilk, AICP, Associate Planner
Staff Recommendation:	**Approve**, subject to conditions

7.F.

File No.(s):	**PLN2018-13456**
Location:	**403 Dayton Avenue,** a 8,470 square foot lot located on the east side of Dayton Avenue between Clinton Avenue and Rosemont Drive; APN: 296-02-033; property is zoned Single-Family Residential (R1-6L).
Applicant:	Azadeh Masrour / AMS Designs
Owner:	Bharathi and Venkat Gorthi
Request:	**Architecture Review** to allow complete demolition of an existing three bedroom two bathroom 1,091 square foot one-story residence with an attached 502 square foot two car garage and proposed construction of a 3,482 square foot four bedroom and four bathroom two-story residence with 440 square foot attached two-car garage and a 1,074 square foot two-story attached accessory dwelling unit.
CEQA Determination:	Categorically Exempt per Section 15303, New Construction or Conversion of Small Structures
Project Planner:	Nimisha Agrawal, Assistant Planner I
Staff Recommendation:	**Approve**, subject to conditions

City of Santa Clara
The Center of What's Possible

ARCHITECTURAL COMMITTEE
CITY HALL COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

AGENDA

Wednesday, May 15, 2019 – 6:00 P.M.

Please refer to the Architectural Committee Procedural Items coversheet for information on all procedural matters.

7.I.

File:	**PLN2019-13852**
Location:	**150 Elmhurst Court**, a 6,402 square foot lot at the southwest corner of Elmhurst Court and Elmhurst Avenue, APN: 296-19-022; property is zoned Single-Family Residential (R1-6L)
Applicant:	Yuan Lin
Owner:	Minal Mehta
Request:	**Architectural Review** of 406 square front and rear addition to a 1,427 square foot three bedrooms and two bathrooms residence with an attached 431 square foot two-car garage, resulting in a new 1,833 square foot single-story residence with four bedrooms, and four bathrooms with a new 56 square foot porch and an existing garage.
CEQA Determination:	Categorically Exempt per CEQA 15301, Existing Facilities
Project Planner:	Steve Le, Assistant Planner I
Staff Recommendation:	**Approve**, subject to conditions

City of Santa Clara
The Center of What's Possible

ARCHITECTURAL COMMITTEE
CITY HALL COUNCIL CHAMBERS
1500 Warburton Avenue
Santa Clara, CA 95050

AGENDA

Wednesday, June 19, 2019 – 6:00 P.M.

Please refer to the Architectural Committee Procedural Items coversheet for information on all procedural matters.

8.B

File No.(s):	**PLN2019-13841**
Location:	**970 Teal Drive**, a 6,098 square-foot acre parcel on the west side of Teal Drive south of Dunford Way, APN: 313-22-030; property is zoned Single-Family Residential (R1-6L).
Applicant:	Prateek Khanna
Owner:	Prateek Khanna
Request:	**Architectural Review** of a 115 square-foot first floor addition and 1,163 square-foot second-story addition to an existing 1,415 square-foot one-story residence, resulting in a six bedroom, four bathroom two-story residence, with an attached two-car garage to remain.
CEQA Determination:	Categorical Exemption per CEQA 15301(e)(1), Existing Facilities Project Planner: Rebecca Bustos, Associate Planner
Staff Recommendation:	**Approve**, subject to conditions

8.C

File No.(s):	**PLN2019-13782**
Location:	**1654 Scott Boulevard**, a 7,501 square foot lot located on the northwest side of the intersection of Scott Boulevard and Bray Avenue, APN: 224-16-022; property is zoned Single Family Residential (R1-6L).
Applicant:	Ashish Kumar / Open Remodel
Owner:	Snehanshu Ashar
Request:	**Architectural Review** to demolish the existing 1,021 square feet single-family residence with an attached two-car garage and construct a new 3,931 square feet two-story single-family residence with five bedrooms and five bathrooms with a 510 square feet attached two-car garage.
CEQA Determination:	Categorical Exemption per Section 15303(a), New Construction or Conversion of Small Structures
Project Planner:	Tiffany Vien, Assistant Planner I
Staff Recommendation:	**Approve**, subject to conditions

Mutual Agreement of Early Termination

This Mutual Agreement of Early Termination (this "Agreement") is dated July 1st, 2019 by and between LEI XU ("Landlord"), and Executive Rentals and Property Management Inc. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 4 bedroom 2.5 bathroom single family (the "Premises") located at 2892 Sycamore Way, Santa Clara, CA. No other portion of the building (hereinafter, the Building), wherein the Premises is located is included unless expressly provided for in this Agreement.

TERM. The lease term will end early on July 26, 2019 instead of the original end date on September 16th, 2019.

The tenant will clean up the house upon the end date, return two main entrance keys and two garage keys, and the landlord will return the appropriate amount of the security deposit after everything is clear.

LANDLORD:

Lei Xu

LEI (JANE) XU

TENANT: Angel S. Morgan

Angel Morgan

Executive Rentals and Property Management Inc.,

Project Data

File:	**PLN2019-13972**
Location:	**2892 Sycamore Way**, a 11,589 square foot lot at the southwest side of Sycamore Way before it turns into Bancroft Street; APN: 293-21-010; property is zoned Single-Family Residential (R1-6L).
Applicant:	Masoud Bashi
Owner:	Lei Xu
Request:	**Appeal of Architectural Approval** to allow the demolition of a 2,197 square foot four bedrooms and two bathrooms residence with an attached two-car garage, and construction a new 3,450 square foot two-story residence with five bedrooms, three and a half bathrooms with an attached two-car garage.
CEQA Determination:	Categorical Exemption per CEQA Section 15303(a), New Construction or Conversion of Small Structures
Project Planner:	Steve Le, Assistant Planner I

Lot Size: 11,589			
	Existing Floor Area (sq. ft.)	**Demolition/ Addition (sq. ft.)**	**Proposed Floor Area (sq.ft.)**
First Floor	2197	-2197/2074	2074
Second Floor	n/a	1376	1,376
Porch cover	-	145.5	145.5
Garage	504		504
ADU First Floor	n/a	n/a	
ADU Second Floor	n/a	n/a	
Gross Floor Area	2,701	3,560	3,989.5
Lot Coverage	2,701/11,589= 23%		2855.5/11,589= 24.6%
F.A.R.	2,701/11,589= 0.23		3,989.5/11,589= .34
% of 2nd floor to 1st floor	n/a		1,376/2,578= 53.3%
Bedrooms/Baths	**4/2.5**	**1/1**	**5/3.5**
Proposed Bd/Ba			**5/4.5**

Aerial Map



Project Site

Front Street View



Project Site

Excerpt of Architectural Committee Meeting Minutes
of April 17, 2019
2892 Sycamore Way

Assistant Planner I Steve Le presented the project with recommendations for approval. Approximately 15 neighbors were present, but six members spoke to express their concern regarding poor property management of short-term rental, waste management, overcrowded occupancy, tenant sleeping in car, excessive on-street parking, privacy from balconies and windows, exterior material, and porch height. Following public testimony, the Committee deliberated and continued the project for redesign with the following four recommendations:

1. Reduce bathroom count to three and a half bathrooms.
2. All second-story side (except at staircase) windows must have a minimum five-foot window sill height.
3. Integrate more hip-style roof or horizontal gable-style roof to closely match the roof form in the neighborhood.
4. Incorporate similar external building materials or design in the neighborhood into the building façade.

Motion/Action: Motion made by Planning Commissioner Anthony Becker and seconded by Planning Commissioner Steve Kelly to continue the project to a date not certain. The motion was unanimously approved by the Architectural Committee (2-0-0).

City of Santa Clara
The Center of What's Possible

AGENDA ITEM #:8.D.

ARCHITECTURE COMMITTEE PROJECT OVERVIEW

Meeting Date: **June 19, 2019**

File: **PLN2019-13808**
Location: **2892 Sycamore Way**, a 11,589 square foot lot at the southwest side of Sycamore Way before it turns into Bancroft Street; APN: 293-21-010; property is zoned Single-family Zoning District (R1-6L).
Applicant: Masoud Bashi
Owner: Lei Xu
Request: **Continued Architectural Review** of the proposed demolition of a 2,197 square foot four bedrooms and two bathrooms residence with an attached two-car garage, and construct a new 3,450 square foot two-story residence with five bedrooms, three and a half bathrooms, and an attached two-car garage. The item was continued from April 17, 2019 Architectural Committee meeting.
CEQA Determination: Categorical Exemption per CEQA Section 15303(a), New Construction or Conversion of Small Structures
Project Planner: Steve Le, Assistant Planner I
Staff Recommendation: **Approve**, subject to conditions

Project Data

Lot Size: 11,589			
	Existing Floor Area (sq. ft.)	**Demolition/ Addition (sq. ft.)**	**Proposed Floor Area (sq.ft.)**
First Floor	2197	-2197/2074	2074
Second Floor	n/a	1376	1,376
Porch cover	-	145.5	145.5
Garage	504		504
ADU First Floor	n/a	n/a	
ADU Second Floor	n/a	n/a	
Gross Floor Area	2,701	3,560	3,989.5
Lot Coverage	2,701/11,589= 23%		2855.5/11,589= 24.6%
F.A.R.	2,701/11,589= 0.23		3,989.5/11,589= .34
% of 2nd floor to 1st floor	n/a		1,376/2,578= 53.3%
Bedrooms/Baths	**4/2.5**	**1/1**	**5/3.5**

Points for consideration for the Architectural Committee

- The revised plans provide changes, listed below, that address the Architectural Committee's recommendations from the April 17, 2019 hearing.
    - Number of bathrooms was reduced to 3 ½ from the previous 5 ½.
    - All second-story windows on the two sides of the house were revised to have a five-foot window sills height.
    - Removed one of the gable roof to a hip roof to be more consistent with the second-story form of the neighborhood.
    - Added stone veneer to garage and porch columns to provide similar exterior features as other residences.

- One of the two balconies was removed in response to community concerns. The remaining balcony incorporate a five-foot solid wall on the south side to further prevent privacy concerns.
- The porch entry height is consistent with the Single-family Design Guideline with no more than two feet separation between the entry eave line and the first floor eave line.
- The second-story exterior walls have variety of step back from the exterior wall of the first floor to reduce mass and bulk.
- Should the project gets approved, the operation of short-term rental would stop during the months of construction period. The comprehensive zoning code update is anticipated for adoption in early 2020 with more detail on the limitation and requirements of short-term rental.
- Denial of the project would not provide any legal ground to cease the current operation of short-term rental because the City does not currently have regulations addressing this matter, and the use is not illegal under local, state, or federal law.
- There are no active City code enforcement cases for this property.
- 300-foot neighborhood notice was distributed for this project review.

Findings supporting the Staff Recommendation

1) *That any off-street parking area, screening strips and other facilitates and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that;*
    - The development provides two covered parking spaces on site with adequate driveway access.

2) *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that;*
    - Public streets are adequate in size and design to serve the proposed single-family residence, and the use will not create a substantive increase in traffic.
    - Construction of a new single-family home will enhance the property and the neighborhood.

3) *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that;*
    - The Project Site is in a neighborhood with predominately ranch styles homes with one- and two-story height.
    - The Project is proposing to construct a new two-story ranch style residence while keeping within the scale and general building form of other residences in the neighborhood.

4) *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that;*
    - The project would be subject to the California Building Code and City Code requirements.
    - All second-story windows on the sides of the building have a minimum five-foot window sill height to prevent privacy concerns for adjacent neighbors.
    - The proposed balcony in the rear incorporate a five-foot solid wall on the south side to prevent privacy concerns for the adjacent neighbor to the south.

5) *That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that;*
    - The City's Design Guidelines require second floor area to not exceed 66% of the first floor area; the proposed second floor is 53% of the first floor and it is compatible in scale and form with other residences in the neighborhood.

Conditions of Approval:

1) Garage or carport shall be maintained clear and free for vehicle parking use at all times. It shall not be used as only storage.
2) Submit plans for final architectural review to the Planning Division and obtain architectural approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, lighting and signage.
3) Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Planning and Inspection.
4) Rehabilitate the front yard landscaping between the fence and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.
5) Developer/Owner is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.
6) Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.
7) Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits.

Attachments:

1. Revised Development Plans 6.19.19
2. Public Comments Received After 4.17.19

Excerpt of Architectural Committee Meeting Minutes
of June 19, 2019
2892 Sycamore Way

8.D	File:	**PLN2019-13808**
	Location:	**2892 Sycamore Way**, a 11,589 square foot lot at the southwest side of Sycamore Way before it turns into Bancroft Street; APN: 293-21-010; property is zoned Single-Family Residential (R1-6L).
	Applicant:	Masoud Bashi
	Owner:	Lei Xu
	Request:	**Continued Architectural Review** of the proposed demolition of a 2,197 square foot four bedrooms and two bathrooms residence with an attached two-car garage, and proposed construction of a new 3,450 square foot two-story residence with five bedrooms, three and a half bathrooms with an attached two-car garage.
	CEQA Determination:	Categorical Exemption per CEQA Section 15303(a), New Construction or Conversion of Small Structures
	Project Planner:	Steve Le, Assistant Planner I
	Staff Recommendation:	**Approve**, subject to conditions

Assistant Planner I Steve Le presented the project with recommendations for approval. Steve Le reviewed all Architectural Committee recommendations for changes to project. He noted that the project is consistent with all City of Santa Clara Design Guidelines. Staff recommendation to approve. Steve Le explained short/long term rental regulation update.

There were several public comments. Multiple neighbors expressed concerns regarding the behavior of Airbnb guests and tenants. The Committee also expressed areas of concern. There are six exits and entrances on the ground floor. Planning Commissioners Steve Kelly and Anthony Becker recommended reduced entrances. The applicant requested one extra bathroom.

Motion/Action: Motion to approve the current proposal, a new two-story residence with five bedrooms, three and a half bathrooms, and closed off entrances from the dining room and two ground floor bedrooms, was made by Planning Commissioner Steve Kelly, seconded by Planning Commissioner Anthony Becker and unanimously approved by the Architectural Committee (2-0-0-0).

REPORT TO PLANNING COMMISSION

SUBJECT

..Title
Action on Appeal of Architectural Committee Approval for the Property at 2892 Sycamore Way

..Report
REPORT IN BRIEF
Project: Architectural review to allow the demolition of an existing single-family residence and construction a new 3,450 square foot two-story residence with five bedrooms, three and a half bathrooms, and an attached two-car garage.
Applicant/Owner: Lei Xu (Jane)
General Plan: Very Low Density Residential
Zoning: Single-Family Residential (R1-6L)
Site Area: 11,589 square feet
Existing Site Conditions: One-story residence with four bedrooms, two bathrooms, and an attached two-car garage.
Surrounding Land Uses: The project site is located at the southwest side of Sycamore Way before it turns into Bancroft Street. The site is surrounded by one- and two-story single-family residences on all sides.
Issues: Consistency with City's Design Guidelines and Zoning Ordinance.
Staff Recommendation: Adopt the resolution to sustain the appeal and modify the decision of the Architectural Committee on June 19, 2019 to allow five bedrooms and four and half bathrooms with exterior access for Bedroom #1 (as designated in the attached development plans) in addition to access from the front, rear and garage.

BACKGROUND

Since the purchase of the subject residence in August of 2018, the owner has been renting out the property to long-term and short-term tenants to cover expenses while she pursued design review for a new home on the property. The Community Development Department received two service calls from neighboring residents in October of 2018 regarding poor waste management, overcrowded occupancy, tenant sleeping in car, and excessive on-street parking. The City's Building Inspector and Code Enforcement Technician contacted the property owner and inspected the site. The inspectors did not discover any room conversion or structural alteration. Warnings were given for poor property management, and one violation was identified for replacement of a water heater without a permit. After the owner was informed of these impacts and addressed them, City staff has not received further complaint on nuisances.

The owner, Lei Xu, filed an application on March 21, 2019 to demolish the existing 2,197 square foot four bedroom and two bathroom residence with an attached two-car garage, and construct a new 3,450 square foot two-story residence with five bedroom, five and a half bathroom and an attached two-car garage ("Project"). The proposal also included two second-story balconies facing the rear yard.

The project was considered at two Architectural Committee meetings on April 17, 2019 and June 19, 2019. The Architectural Committee approved a modified version of the Project on June 19 to allow for five bedrooms, three and a half bathrooms (instead of the proposed five and a half bathrooms), an attached two-car garage, and one balcony (instead of two proposed balconies). The Committee also limited exterior access to three entrances from the: front, rear and garage (instead of the proposed six exterior accesses including two ground floor bedrooms and a dining room). The staff report for June 19, 2019 and the meeting minutes for both Architectural Committee meetings are attached to this report.

On June 26, 2019, the applicant filed an appeal on two aspects of the Architectural Committee's approval including 1) requesting an increase in the number of the bathrooms from the approved three and half bathrooms to four and a half bathrooms and 2) requesting one exterior access for Bedroom #1 beyond the three approved exterior accesses (front, rear and garage). The applicant's justification statement for the appeal is attached.

DISCUSSION

April 17, 2019 Architectural Committee Meeting

On April 17, 2019, the Architectural Committee ("Committee") considered the initial Project with five-bedrooms and five and a half bathrooms. Following public testimony, the Committee continued the project for redesign with the following four recommendations:

1. Reduce bathroom count to three and a half bathrooms.
2. All second-story side (except at staircase) windows must have a minimum five-foot window sill height.
3. Integrate more hip-style roof or horizontal gable-style roof to closely match the roof form in the surrounding neighborhood.
4. Incorporate similar external building materials or design in the neighborhood into the building façade.

After the April 17 meeting, the owner reached out to the neighbors for feedback. The neighbors expressed privacy concerns from the second-story side-facing windows and the rear-facing balconies. The neighbors also requested that the owner stop the short-term rental activity. The City has received a neighborhood petition requesting action to limit the high volume short-term rental practice occurring on this property. Community Development has notified the property owner about the community concerns and the upcoming Zoning Code Update to address short-term rental regulations.

June 19, 2019 Architectural Committee Meeting

The applicant revised the development plans according to the Committee's recommendations and made additional changes to accommodate for privacy concerns from the balconies and second-story side facing windows ("Revised Project"). In addition to the changes, the applicant committed to terminating contracts with the current property manager by July, two months before the end of the contract term. The Revised Project's submitted for the June 19 meeting included the following:

1. The number of bathrooms was reduced to three and a half from the previous five and a half count.
2. All second-story windows on the two sides of the house were revised to have a five-foot window sill height.
3. Replaced one of the gable roofs to a hip roof to be more consistent with the second-story form of the neighborhood.
4. Added stone veneer to garage and porch columns to provide similar exterior features as other residences.
5. Removed the north balcony entirely.
6. Proposed a five-foot wall on the south side of the remaining balcony to address privacy concerns.

On June 19, 2019, the Committee considered the Revised Project and a verbal request from the applicant for an additional bathroom (for a total of four and a half bathrooms) in Bedroom #2. During the public comment period, neighbors expressed concerns with the six exterior accesses from the ground floor, the fourth full bathroom, and the continued operation of short-term rentals. The concern is that additional bathrooms and excessive exterior accesses could provide further accommodation for high volume short-term rental in the future. Planning staff informed the public that the City does not currently have regulations addressing short-term rentals, or limiting the number of bathrooms for a single-family residence. Following public testimony, Committee members Becker and Kelly agreed to limit the exterior access to only three entrances: front, rear, and garage. However, the Committee members did not have consensus on the total number of bathrooms to be allowed. Committee Kelly supported the fourth full bathroom in Bedroom #2 with the condition that the exterior access in Bedroom #2 be removed. Committee Becker noted that four and a half bathrooms for a five bedrooms residence is excessive. Ultimately, the Committee members approved the Revised Project with exterior modifications, including five bedrooms, three and a half bathrooms, one balcony and limited exterior access (front, rear and garage).

Appeal of June 19, 2019 Approval

The applicant filed a timely appeal of the Architectural Committee's approval to propose a fourth full bathroom in Bedroom #2 and retain the exterior access for Bedroom #1, as shown in the attached development plans. All exterior changes remain the same as approved. The attached plans also include a minor 65 square foot alteration in the floor plan for a workout space in the garage. The applicant's basis for the appeal are set forth in the applicant's appeal justification statement, and are the following:

- The proposed number of bathrooms is common in the immediate neighborhood;
- The Committee's past approvals of four bathrooms or more;
- The common nature of having access to the back yard from a master bedroom on the first floor; and
- Early termination of agreement with the property manager in response to concerns of short-term rentals.

The applicant agrees to the majority of changes included with the Architectural

Committee approval however the basis for appeal is to add one bathroom and an exterior access for Bedroom #1 on the ground floor. As noted in the applicant's justification statement and confirmed by staff that within the last six months, the Architectural Committee meeting agendas have approved single-family projects with four or more bathrooms. The applicant also noted that rear yard access from a master bedroom is common in single-family residences and asked that the Planning Commission consider allowing an exterior access to the rear yard for one master bedroom on the ground floor. The applicant has confirmed that they have followed through with the early termination of agreement with the property manager operating the short-term rental. The applicant ended the property manager contract in July 2019 and all tenants moved out by July 26, 2019. A documentation of this early termination is attached.

City's Design Guidelines

The proposed design of the new two-story residence is consistent with the City's Single-Family Design Guidelines as noted in the following supporting findings:

1) *That any off-street parking area, screening strips and other facilitates and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that;*
    - The development provides two covered parking spaces on site with adequate driveway access.
2) *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that;*
    - Public streets are adequate in size and design to serve the proposed single-family residence, and the use will not create a substantive increase in traffic.
    - Construction of a new single-family home will enhance the property and the neighborhood.
3) *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that;*
    - The Project Site is in a neighborhood with predominately ranch styles homes that are one- and two-story in height.
    - The new two-story ranch style residence is in keeping within the scale and general building form of other residences in the neighborhood.
4) *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that;*

- The project would be subject to the California Building Code and City Code requirements.
- All second-story windows on the sides of the building have a minimum five-foot window sill height to prevent privacy concerns for adjacent neighbors.
- The proposed balcony in the rear incorporate a five-foot solid wall on the south side to prevent privacy concerns for the adjacent neighbor to the south.

5) *That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that;*

    - The City's Design Guidelines require second floor area to not exceed 66% of the first floor area; the proposed second floor is 53% of the first floor and it is compatible in scale and form with other residences in the neighborhood.

Zoning Ordinance Consistency

The subject property is in an R1-6L, Single-family Zoning District, which is intended to stabilize and protect the residential characteristics of the district and to promote and encourage a suitable single-family residential environment. This zone and other residential zoning districts do not regulate the total number of bedrooms, bathrooms or exterior access. Further, the City has no land use regulations currently limiting short term rental activity. Regulations are being proposed with the Zoning Code Update to address this land use activity. The first hearing is tentatively scheduled to be heard by the City Council in early 2020.

Although the Architectural Committee and Planning Commission have the discretion to reduce number of bedroom, bathroom, and exterior access, and have done so in the past, it is also not an uncommon Architectural Committee approval of residences with four or more bathrooms and an exterior access for at least one ground-floor master bedroom. Common community concerns for residences with four or more bathroom and excess exterior access is the potential for higher volume rental or partition of isolated units. Considering the physical structure and floor plan, the proposed two-story residence on a 11,589 square foot lot with five bedrooms, four and a half bathrooms, and an attached two-car garage is consistent the intent of the Single-family Zoning District. With the exterior access reduced, the proposed accesses are limited to a sliding door in a ground-floor master bedroom to the rear yard, a sliding door from the family room to the rear yard, a door in the garage to the side yard, and the main front entrance. The floor plan for the ground floor is designed with an open concept without the common areas partitioned in a closed space. Common areas are primarily on the ground floor and occupies about 40% of the total living area. Two bedrooms and two and half bathrooms are on the ground floor and three bedrooms and two bathrooms are on the second floor. The overall floor plan function as a single-family home from the spatial design.

Conclusion
Approval of the proposed two-story residence with five bedrooms, four and a half bathrooms, attached two-car garage, and an exterior access for Bedroom #1 on the ground floor would be in keeping with intent of the Single-family Zoning District and Single-Family Design Guidelines, and the general building form as other residences in the neighborhood. The property owner worked with staff and the community to address exterior modifications for neighborhood compatibility and privacy concern. Upon request of the community, the property owner ended the short-term rental in advance of the contract deadline. Single-family residence with four and half bathrooms for a five bedrooms home is not an unusual single-family floor plan. The floor plan primarily remains the same with an open layout concept for the common space on the ground floor and majority of the bedrooms upstairs. The proposal will provide an attached two-car garage similar to other residences in the area.

The concerns raised about this property's practice of high-volume short-term rental activity are best regulated by proposed ordinance changes with the Zoning Code Update to address this activity. Further the applicant has provided evidence of steps taken to stop short-term rental activity on the property since July 2019.
The applicant has also shared their interest in beginning construction promptly after approvals which would also cease any short-term rental activity that may occur on the property.

As the revised project design demonstrated consistency with the City's Design Guidelines and Single-family Zoning District standards, staff is recommending the Planning Commission sustain the applicant's appeal and modify the Committee's June 19, 2019 decision.

ENVIRONMENTAL REVIEW
The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15303(a) of the CEQA Guidelines (New Construction or Conversion of Small Structures).

FISCAL IMPACT
There is no impact to the City for processing the requested application other than administrative staff time and expense typically covered by application fees paid by the applicant.

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

PUBLIC CONTACT
On August 2, 2019, a notice of public hearing of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 300 feet of the project site.

ALTERNATIVES

1. Sustain the appeal and modify the decision of the Architectural Committee on June 19, 2019 to allow five bedrooms and four and half bathrooms with an exterior access for Bedroom #1.
2. Overrule the appeal and uphold the decision of the Architectural Committee on June 19, 2019 to allow five bedrooms, three and half bathrooms, limit exterior access to three entrances, and no exterior access from the ground floor bedrooms.

RECOMMENDATION

..Recommendation

1. Sustain the appeal and modify the decision of the Architectural Committee on June 19, 2019 to allow five bedrooms and four and half bathrooms with an exterior access for Bedroom #1.

..Staff

Prepared by: Steve Le, Assistant Planner
Reviewed by: Diana Fazely, Deputy City Attorney
Approved by: Reena Brilliot, Planning Manager

ATTACHMENTS

1. Appeal Justification Statement
2. Early Agreement Termination Letter
3. Project Data
4. Excerpt of Architectural Committee Meeting Minutes of April 17, 2019
5. Excerpt of Architectural Committee Meeting Minutes of June 19, 2019
6. Architectural Committee Staff Report of June 19, 2019
7. Public Comments Received to 8.2.2019
8. Development Plans with Revisions
9. Resolution to Sustain Architectural Committee Approval

Excerpt of Planning Commission Meeting
Minutes of August 14, 2019
2892 Sycamore Way

2. 19-857 Action on Appeal of Architectural Committee Approval for the Property at 2892 Sycamore Way

Recommendation: 1. Sustain the appeal and modify the decision of the Architectural Committee on June 19, 2019 to allow five bedrooms and four and half bathrooms with an exterior access for Bedroom #1.

Chair Becker and Commissioner Kelly abstained from Item 2 having voted on this item at a previous Architectural Committee Meeting, **Commissioner Ikezi** abstained due to the proximity of the project to her residence.

Applicant Lei Xiu spoke.

Public Speakers were called to to speak. All speakers were neighbors and not in favor of the project due to ongoing disturbances in the neighborhood from tenants at the home.

Public Speakers:
Shellie Woodworth
Margie Bauman
Joe Garcia
Mary Smoker
Mike Fales
Jeff Smoker
Paul Creger
Eleanor Creger

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

Aye: 4 - Commissioner Jain, Vice Chair Saleme, Commissioner Biagini, and Commissioner Cherukuru

A motion was made by Commissioner Jain, seconded by Commissioner Biagini to overrule the appeal and uphold the Architectural Committee Approval.
The motion failed.

Aye: 2 - Commissioner Jain, and Commissioner Biagini
Nay: 2 - Vice Chair Saleme, and Commissioner Cherukuru
Abstained: 3 - Commissioner Kelly, Commissioner Ikezi, and Chair Becker

A motion was made by Commissioner Cherukuru, seconded by Commissioner Saleme to sustain the appeal with additional condition with approval to add inspection upon 2 years of receiving Certificate of Occupancy and that the master bedroom door on the first floor would be a non-keyed door from the outside.
The motion failed.

Aye: 3 - Commissioner Jain, Vice Chair Saleme, and Commissioner Cherukuru
Nay: 1 - Commissioner Biagini
Abstained: 3 - Commissioner Kelly, Commissioner Ikezi, and Chair Becker

A motion was made by Commissioner Jain, seconded by Commissioner Cherukuru that this item be moved to City Council Agenda with no recommendation from the Planning Commission.

Aye: 4 - Commissioner Jain, Vice Chair Saleme, Commissioner Biagini, and Commissioner Cherukuru
Abstained: 3 - Commissioner Kelly, Commissioner Ikezi, and Chair Becker

From:	Mayor and Council
To:	Gloria Sciara; Reena Brilliot; Andrew Crabtree; Manuel Pineda; Walter Rossmann
Cc:	Rebecca Elizondo; Elizabeth Elliott; Jose Armas
Subject:	FW: [PLN2019-13808] Sycamore Way proposed new residence
Date:	Wednesday, April 17, 2019 11:44:18 AM
Attachments:	image001.png
Importance:	High

Hi there:

Please see the correspondence below received in the Mayor and Council Offices regarding Item 8.B. (PLN2019-13808) on this evening's Architectural Committee meeting agenda. This has been forwarded to the full City Council for their reference.

Cordially,

GENEVIEVE YIP
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2250 | Email: gyip@santaclaraca.gov

City of Santa Clara
The Center of What's Possible

From: Jan Eurich [mailto:jan@jecafe.com]
Sent: Wednesday, April 17, 2019 10:04 AM
To: Mayor and Council
Subject: [PLN2019-13808] Sycamore Way proposed new residence
Importance: High

To whom it may concern,

Regarding the Public Meeting being held on Wednesday, April 17, 2019, at 6:00 PM:

My husband and I have lived at 2846 Sycamore Way, Santa Clara, for almost 40 years and the activities at 2892 Sycamore Way have not gone unnoticed.

Since the owners of this property have been in violation of the R-1 Zoning ordinance regarding single family homes, and it is no secret they they are running a "hostel" type operation, why haven't they been cited as being in violation of the ordinance and this operation closed?

As a result of this "business," there is traffic congestion and lack of street parking in our once quiet neighborhood, different people around all the time and people sleeping in their cars on the street and in the house's driveway. We do not know who these "tenants" are, how long they will be staying or what they are doing here. Since this is a transient population, they are not adding anything to our family oriented neighborhood.

If the new construction is to create a larger facility for more beds, etc., and for the "business" to be left to continue without being cited and closed, then my husband and I urge the Architectural Committee to ***deny this permit***.

Regards,

Cecelia and John Eurich
2856 Sycamore Way
Santa Clara, CA 95051

- -
****

Jan Eurich * jan@jeCafe.com * 408-243-2404 * 408-806-3523 (mobile)

****

From: Aiden Kwon
To: Planning; Mayor and Council
Subject: 2892 Sycamore Way serious concern
Date: Wednesday, April 17, 2019 6:59:34 AM

Greetings from 2862 Sycamore Way,
We do have a serious concern about 2892 Sycamore Way.
We felt unsafe, scared,
and worried. We saw cars changing every day. I am 8 years old and is a student in John Sutter elementary, and when I was riding my bike, a really fast car went by and stopped in front of me. We think this is an AirBNB house. I saw loitering and people sleeping in their cars. This was happening since they started this illegal housing business. Isn't this house an R-1 (single family) Zone? Isn't this an violation of R-1 zoning? This is a dwelling house, not an AirBNB isn't it? They also have a serious sprinkler problem in the front yard. One of the sprinklers don't have a head so when sprinkler system works, water is spilled onto the curb, into the bay drain. Thank you
P.S click on link for picture of 2892 https://www.zillow.com/homedetails/2892-Sycamore-Way-Santa-Clara-CA-95051/19598545_zpid/
Sincerely,

-Aiden Kwon(aiden.kwon1201@gmail.com) ;)

From: Mayor and Council
To: Gloria Sciara; Reena Brilliot; Andrew Crabtree; Manuel Pineda; Walter Rossmann
Cc: Rebecca Elizondo; Elizabeth Elliott; Jose Armas
Subject: FW: 2895 Sycamore Way Proposing 5 bedroom/5 1/2 Bath Redevelopment
Date: Wednesday, April 17, 2019 11:08:50 AM
Attachments: image001.png

Good morning:

Please see the correspondence below received in the Mayor and Council Offices regarding Item 8.B. (PLN2019-13808) on this evening's Architectural Committee meeting agenda. This has been forwarded to the full City Council for their reference.

Cordially,

GENEVIEVE YIP
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2250 | Email: gyip@santaclaraca.gov

City of Santa Clara
The Center of What's Possible

From: Ellen Veccia [mailto:ellen.veccia3@gmail.com]
Sent: Tuesday, April 16, 2019 5:22 PM
To: Planning; Mayor and Council
Subject: 2895 Sycamore Way Proposing 5 bedroom/5 1/2 Bath Redevelopment

To Whom It May Concern,

I am vehemently opposed to allowing this "dwelling" to be expanded into an even larger commercial operation that it already is. Our property values will be negatively affected by the transient nature of this operation is NOT residential, it is clearly commercial. It also raises security concerns for the residents - especially children - in the neighborhood.

I am appalled this operation is allowed to continue even on the less expansive scope, let alone an even larger one. People sleeping in cars and loitering around the streets at night is not the neighborhood I bought into and have worked hard to maintain.

It is my hope that this proposal will be immediately rejected and the current operation will be shut down for code and zoning violations.

Sincerely,

Ellen M. Veccia PhD
2809 Ponderoa Way
Santa Clara, CA 95051

From: Qi Zhu
To: Planning
Subject: Concerns about PLN2019-13808
Date: Tuesday, April 16, 2019 8:23:06 PM

Dear Sir/Madam,

I'm writing this email to express my concerns about this proposal:
PLN2019-13808 related to this property: 2892 Sycamore Way, Santa Clara, 95051.

This property has been used as "Airbnb" style which violets the current zoning ordinance for single family use. As a result of this, I have observed congested parking and some very strange cars parked in front of my house, which makes me feel unsafe. The current proposal would make this case even worse.

As a neighbor lives nearby, I like this peaceful community and I'm asking for your help to keep it peaceful and safe.

Please disapprove the current proposal and correct the usage for the property mentioned above.

Thank you,
Qi

From: Jiang Wang
To: Planning; Mayor and Council
Subject: Opposition to the 2892 Sycamore Way 5 Bedroom 5 1/2 Bath Reconstruction
Date: Tuesday, April 16, 2019 8:36:58 PM

Hi,
I live very close to 2892 Sycamore Way. The building is currently used as a very short-term rental like AirBnb without any regulation or management. This already violates the zoning ordinance and it already seriously affected the life of the neighbors.

I strongly oppose the reconstruction plan of this house as a result! Moreover, I think we need to stop people from running this business that violates the zoning ordinance.
Thanks.
Best Regards,
Jiang Wang

Google Research

Tel: (+1)-312-730-6055
wangjiangb@gmail.com
homepage:http://users.eecs.northwestern.edu/~jwa368/

Steve Le

From: Matt & Jerie Campi <campi@prodigy.net>
Sent: Friday, June 07, 2019 9:32 PM
To: Steve Le
Cc: Mike Fales; Mary Smoker; Joe Garcia; Marjory Bauman
Subject: 2893 Sycamore

Hi Steve,
I have been watching for the agenda to be posted for the June 19 Architectural Review meeting. I would like to know if 2892 Sycamore is scheduled for that meeting.

As suggested by Steve Kelly, the owner, Jane, did bring 2 sets of plans to the neighbors. One with 4 1/2 bathrooms and the other with 3 1/2 bathrooms. The neighbors all would like to see 3 1/2 bathrooms, just as the Architectural committee suggested. We also discussed the balconies, both the depth (one is over 8' deep) and the outside walls. Neighbors on either side definitely want a solid 6' side, while Jane suggested a 5' lattice. We also were firm in a minimum 5' window sill height on the upstairs side windows. Jane asked for lower height sills with obscure glass. The neighbors explained our concern that it is quite easy to pop window glass out and change it to clear in the future, and that if she was ever to move, this could happen. We also pointed out the side windows in any existing 2 story in our neighborhood.

Please let me know when the agenda will be posted and if you know if 2892 Sycamore is on it.

thank you,
Jerie Campi

Steve Le

From: Gloria Sciara
Sent: Wednesday, May 01, 2019 8:57 AM
To: Steve Le
Subject: FW: Concerns about PLN2019-13808

Steve

Please add to file. And copy for next hearing. Thanks

From: Mayor and Council
Sent: Wednesday, April 17, 2019 11:13 AM
To: Gloria Sciara <GSciara@santaclaraca.gov>; Reena Brilliot <RBrilliot@SantaClaraCA.gov>; Andrew Crabtree <ACrabtree@SantaClaraCA.gov>; Manuel Pineda <MPineda@SantaClaraCA.gov>; Walter Rossmann <WRossmann@SantaClaraCA.gov>
Cc: Rebecca Elizondo <RElizondo@SantaClaraCA.gov>; Elizabeth Elliott <EElliott@santaclaraca.gov>; Jose Armas <JArmas@santaclaraca.gov>
Subject: FW: Concerns about PLN2019-13808

Good morning:

Please see the correspondence below received in the Mayor and Council Offices regarding Item 8.B. (PLN2019-13808) on this evening's Architectural Committee meeting agenda. This has been forwarded to the full City Council for their reference.

Cordially,

GENEVIEVE YIP
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2250 | Email: gyip@santaclaraca.gov

City of Santa Clara
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From: Qi Zhu [mailto:jeffrey.zhuqi@gmail.com]
Sent: Tuesday, April 16, 2019 8:26 PM
To: Mayor and Council
Subject: Concerns about PLN2019-13808

Dear Sir/Madam,

I'm writing this email to express my concerns about this proposal:
PLN2019-13808 related to this property:
2892 Sycamore Way, Santa Clara, 95051.

This property has been used as "Airbnb" style which violets the current zoning ordinance for single family use. As a result of this, I have observed congested parking and some very strange cars parked in front of my house, which makes me feel unsafe. The current proposal would make this case even worse.

As a neighbor lives nearby, I like this peaceful community and I'm asking for your help to keep it peaceful and safe.

Please disapprove the current proposal and correct the usage for the property mentioned above.

Thank you,
Qi

Steve Le

From: Planning
Sent: Monday, April 22, 2019 3:56 PM
To: Anthony Becker; Lance Saleme; Steve Kelly
Cc: Gloria Sciara; Steve Le
Subject: Post Meeting Material - FW: Feedback on 2892 Sycamore Way

Hello,

The following email below was received in the planning inbox for the Architectural Committee members.

Regards,

Rebecca Elizondo | Office Specialist
Community Development Department | Planning Division
1500 Warburton Avenue | Santa Clara, CA 95050
Office: 408-615-2450 | Direct: 408-615-2469



From: Gregory Niven [mailto:gregniven@live.com]
Sent: Saturday, April 20, 2019 11:23 AM
To: Planning <Planning@santaclaraca.gov>
Subject: Feedback on 2892 Sycamore Way

Dear Architecture Committee members,

I wanted to add my voice to the neighbors who are extremely concerned and alarmed about what is happening at 2892 Sycamore Way.

I was not able to attend the meeting as I was out of town on April 17 (this past Wednesday).

The person who owns that house is running a “Hacker House”, which is even advertised on AirBnb. I have put a sample web link here to show what is happening:
https://www.airbnb.com/rooms/28962483?location=Santa%20Clara%2C%20CA%2C%20United%20States&adults=1&check_in=2019-04-24&check_out=2019-04-28&guests=1

The owner has this room divided into multiple beds per room, creating parking issues and transient guest issues in what is otherwise a really great, family oriented neighborhood. It is simply not respectful to the area to have 10 transient people living in this house. I don’t mind if they had it rented out for normal permanent use, but the owner cannot be trusted.

As you may now, we arleady have a problem family who runs a lawn care business out of their house (on the corner of Cedar and Pruneridge) that parks 7 to 10 work trucks on the street each night.

Best regards,

Greg Niven
Mobile: +1-408-636-6375

Steve Le

From: Andrew Crabtree
Sent: Thursday, April 18, 2019 7:26 PM
To: Steve Le
Subject: Fwd: regarding home improvement on 2892 sycamore way santa clara

Get Outlook for Android

From: Mayor and Council
Sent: Thursday, April 18, 2019 5:16:38 PM
To: Mayor and Council; Gloria Sciara; Reena Brilliot; Andrew Crabtree; Manuel Pineda; Walter Rossmann
Cc: Rebecca Elizondo; Elizabeth Elliott; Jose Armas
Subject: FW: regarding home improvement on 2892 sycamore way santa clara

Hi there:

The Mayor and Council Offices received the correspondence below regarding Item 8.B. (PLN2019-13808) on last night's Architectural Committee meeting agenda. This has been forwarded to the full City Council for their reference.

Cordially,

GENEVIEVE YIP
Mayor & Council Offices | City of Santa Clara
1500 Warburton Avenue, Santa Clara, CA 95050
Tel: 408-615-2250 | Email: gyip@santaclaraca.gov

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From: Jiong Chen [mailto:jiongjc@hotmail.com]
Sent: Thursday, April 18, 2019 1:39 PM
To: Planning; Mayor and Council
Subject: regarding home improvement on 2892 sycamore way santa clara

To the planning committee,

Hello,
My name is Jiong Chen and I am the owner of 2837 sycamore way, santa clara. I received a notice that the owner of 2892 sycamore way, santa clara way who is running 18 bed hostel on their location. The owner is planning the demolition and turn their property to a even larger hostel and the case was present to the planning committee on 4.17.2019.

As a neighbor in this community, I have strong concern of the safety, the congest parking as well as the loitering problems due to this expanding and I strongly oppose this home improvement on 2892 sycamore way, santa clara.

Sincerely,
Jiong

2892 Sycamore Way, Santa Clara, CA 95051

FIRE NOTES:

COMMENT #1: REVIEW OF THIS DEVELOPMENTAL PROPOSAL IS LIMITED TO ACCEPTABILITY OF SITE ACCESS AND WATER SUPPLY AS THEY PERTAIN TO FIRE DEPARTMENT OPERATIONS, AND SHALL NOT BE CONSTRUED AS A SUBSTITUTE FOR FORMAL PLAN REVIEW TO DETERMINE COMPLIANCE WITH ADOPTED MODEL CODES. PRIOR TO PERFORMING ANY WORK THE APPLICANT SHALL MAKE APPLICATION TO, AND RECEIVE FROM, THE BUILDING DEPARTMENT ALL APPLICABLE CONSTRUCTION PERMITS.

COMMENT #2: FIRE SPRINKLERS REQUIRED: AN AUTOMATIC RESIDENTIAL FIRE SPRINKLER SYSTEM SHALL BE INSTALLED IN ONE– AND TWO–FAMILY DWELLINGS AS FOLLOWS: IN ALL NEW ONE– AND TWO–FAMILY DWELLINGS AND IN EXISTING ONE– AND TWO–FAMILY DWELLINGS WHEN ADDITIONS ARE MADE THAT INCREASE THE BUILDING AREA TO MORE THAN 3,600 SQUARE FEET. EXCEPTION: A ONE–TIME ADDITION TO AN EXISTING BUILDING THAT DOES NOT TOTAL MORE THAN 1,000 SQUARE FEET OF BUILDING AREA. NOTE: THE OWNER(S), OCCUPANT(S) AND ANY CONTRACTOR(S) OR SUBCONTRACTOR(S) ARE RESPONSIBLE FOR CONSULTING WITH THE WATER PURVEYOR OF RECORD IN ORDER TO DETERMINE IF ANY
MODIFICATION OR UPGRADE OF THE EXISTING WATER SERVICE IS REQUIRED. A STATE OF CALIFORNIA LICENSED (C–16) FIRE PROTECTION CONTRACTOR SHALL SUBMIT PLANS, CALCULATIONS, A COMPLETED PERMIT APPLICATION AND APPROPRIATE FEES TO
THIS DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO BEGINNING THEIR WORK. CRC SEC. 313.2 AS ADOPTED AND AMENDED BY CB.L

COMMENT #3: WATER SUPPLY REQUIREMENTS: POTABLE WATER SUPPLIES SHALL BE PROTECTED FROM CONTAMINATION CAUSED BY FIRE PROTECTION WATER SUPPLIES. IT IS THE RESPONSIBILITY OF THE APPLICANT AND ANY CONTRACTORS AND SUBCONTRACTORS TO CONTACT THE WATER PURVEYOR SUPPLYING THE SITE OF SUCH PROJECT, AND TO COMPLY WITH THE REQUIREMENTS OF THAT PURVEYOR. SUCH REQUIREMENTS SHALL BE INCORPORATED INTO THE DESIGN OF ANY WATER–BASED FIRE PROTECTION SYSTEMS, AND/OR FIRE SUPPRESSION WATER SUPPLY SYSTEMS OR STORAGE CONTAINERS THAT MAY BE PHYSICALLY
CONNECTED IN ANY MANNER TO AN APPLIANCE CAPABLE OF CAUSING CONTAMINATION OF THE POTABLE WATER SUPPLY OF THE PURVEYOR OF RECORD. FINAL APPROVAL OF THE SYSTEM(S) UNDER CONSIDERATION WILL NOT BE GRANTED BY THIS OFFICE UNTIL COMPLIANCE WITH THE REQUIREMENTS OF THE WATER PURVEYOR OF RECORD ARE DOCUMENTED BY THAT PURVEYOR AS HAVING BEEN MET BY THE APPLICANT(S). 2016 CFC SEC. 903.3.5 AND HEALTH AND SAFETY CODE 13114.7

COMMENT #4: CONSTRUCTION SITE FIRE SAFETY: ALL CONSTRUCTION SITES MUST COMPLY WITH APPLICABLE PROVISIONS OF THE CFC CHAPTER 33 AND OUR STANDARD DETAIL AND SPECIFICATION SI–7. PROVIDE APPROPRIATE NOTATIONS ON SUBSEQUENT PLAN SUBMITTALS, AS APPROPRIATE TO THE PROJECT. CFC CHP. 33

COMMENT #5: ADDRESS IDENTIFICATION. NEW AND EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THESE NUMBERS SHALL CONTRAST
WITH THEIR BACKGROUND. WHERE REQUIRED BY THE FIRE CODE OFFICIAL, ADDRESS NUMBERS SHALL BE PROVIDED IN ADDITIONAL APPROVED LOCATIONS TO FACILITATE EMERGENCY RESPONSE. ADDRESS NUMBERS SHALL BE ARABIC NUMBERS OR ALPHABETICAL LETTERS. NUMBERS SHALL BE A MINIMUM OF 4 INCHES (101.6 MM) HIGH WITH A MINIMUM STROKE WIDTH OF 0.5 INCH (12.7 MM). WHERE ACCESS IS BY MEANS OF A PRIVATE ROAD AND THE BUILDING CANNOT BE VIEWED FROM THE PUBLIC WAY, A MONUMENT, POLE OR OTHER SIGN OR MEANS SHALL BE USED TO IDENTIFY THE STRUCTURE. ADDRESS NUMBERS SHALL BE MAINTAINED. CFC SEC. 505.1 TO PREVENT PLAN REVIEW AND INSPECTION DELAYS, THE ABOVE NOTED DEVELOPMENTAL REVIEW CONDITIONS SHALL BE ADDRESSED AS "NOTES" ON ALL PENDING AND FUTURE PLAN SUBMITTALS AND ANY REFERENCED DIAGRAMS TO BE REPRODUCED ONTO THE FUTURE PLAN SUBMITTAL. PURVEYOR OF RECORD. FINAL APPROVAL OF THE SYSTEM(S) UNDER CONSIDERATION WILL NOT BE GRANTED BY THIS OFFICE UNTIL
COMPLIANCE WITH THE REQUIREMENTS OF THE WATER PURVEYOR OF RECORD ARE DOCUMENTED BY THAT PURVEYOR AS HAVING BEEN MET BY THE APPLICANT(S). 2016 CFC SEC. 903.3.5 AND HEALTH AND SAFETY CODE 13114.7



VICINITY MAP:



PROPERTY LOCATION

PROJECT DATA

A.P.N	293-21-010
PROJECT LOCATION:	2892 Sycamore Way, Santa Clara, CA 95051
ZONING:	R-1-6
OCCUPANCY GROUP:	R - 3 / U
CONSTRUCTION TYPE:	V - B
NUMBER OF FLOORS:	TWO (2) STORY
FIRE PROTECTION:	SPRINKLERED

SCOPE OF WORK:

NEW 2 STORY COSTUME HOME
3970 SQF BUILDING AREA INCLUDING 5 BEDROOMS
4 1/2 BATHS, 1 LAUNDRIES, 2 CAR GARAGE

SHEET INDEX

T1.1	COVER SHEET
A0.1	SITE PLAN
A1.0	DEMOLITION PLAN
A1.1	EXISTING FLOOR PLAN
A1.2	PROPOSED 1ST FLOOR PLAN
A1.3	PROPOSED 2 ST FLOOR PLAN
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A3.1	SECTIONS& STREETSCAPE ELEVATION
A4.1	MATERIAL& STREET VIEW
A5.1	ARCHITECTURAL DETAILE

AREA CALCULATION:

SITE AREA	APPROX.	11,589 S.F.
E FLOOR AREA		2,197 S.F.
N 1ST FLOOR LIVING AREA:		2,111 S.F.
N 2ST FLOOR LIVING AREA:		1,450 S.F.
N TOTAL LIVING AREA:		3,561 S.F.
WORKOUT AREA:		69 S.F
N GARAGE:		436 S.F.
N TOTAL BUILDING:		4,066 S.F.

FLOOR AREA RATIO (FAR) = (4,066/11,589)X100=35%

LOT COVERAGE: 1st FLOOR BLDG AREA (2180+436) S.F
FRONT COVERED PORCH 110 S.F
REAR COVER PORCH 35.5 S.F
REAR COVER SHED 132 S.F
TOTAL: 2,893.5/11,589X100= %25

GOLDEN GATE GROUP
Architectural & Construction
21060 HOMESTEAD Rd.SUITE# 180
CUPERTINO, CA. 95014
TEL: (408)-708-1234
EMAIL: OFFICE@GOLDENGATEGROUPINC.COM

RESIDENTIAL :
2892 Sycamore Way, Santa Clara, CA 95051

ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE GOLDEN GATE GROUP INC DESIGNS ATTENTION IMMEDIATELY DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PROCEDING AT HIS OWN RISK.

OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OR THE MISDESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MIS-DESCRIBED DETAILS OF THE WORK AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.

SITE CONDITIONS: ALCONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELEASE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK IF VARIATION, DISCREPANCY OR OMISSION (BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY GOLDEN GATE GROUP INC IMMEDIATELY. NO CHANGES SHALL BE DRAWN WITHOUT DIRECTION FROM GOLDEN GATE GROUP INC DESIGN PRIOR TO PROCEEDING WITH ANY RELATED WORK.

NO.	DESCRIPTION	DATE	BY
1			

PROGRERSS

BUILDING OWNER APPROVAL DATE:

CLIENT/TENANT APPROVAL DATE:

DESIGNER / ARCH. SIGNATURE DATE:

RESIDENTIAL

COVER SHEET

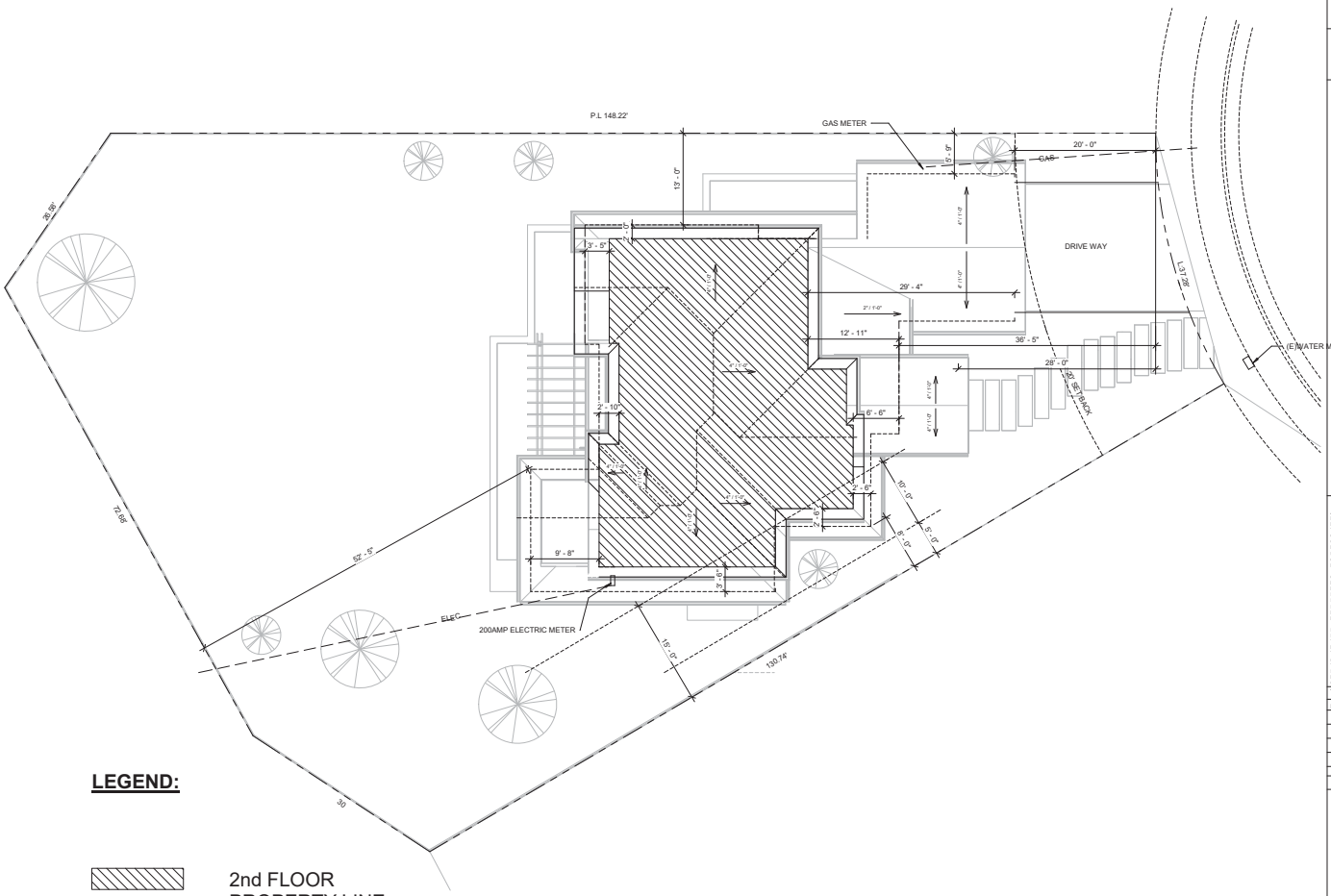
NORTH	DATE	PROJ.NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	T1.1

GRADING and DEMO NOTES:

1. CONTACT PUBLIC WORKS, FOR DRAINAGE AND FINAL GRADE INSPECTION, WHICH INCLUDES DRAIN LINES AND ROOF DRAINS/DOWN SPOUTS.
2. ALL PUBLIC IMPROVEMENTS MUST BE COMPLETED PRIOR TO OCCUPANCY.
3. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND INSURING THE AREA ADJACENT TO THE WORK IS LEFT IN A CLEAN CONDITION.
4. THE CONTRACTOR SHALL REVIEW STD. DETAIL 6-4 ON TREE PROTECTION PRIOR TO ACCOMPLISHING ANY WORK OR REMOVING ANY TREES.
5. UTILIZE BEST MANAGEMENT PRACTICES (BMP'S), AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD, FOR ANY ACTIVITY, WHICH DISTURBS SOIL.
6. ALL NEW ELECTRICAL SERVICE (POWER, PHONE, AND OR CABLE) SHALL BE UNDER GROUND.
7. TO INITIATE RELEASE OF BONDS, CONTACT THE PUBLIC WORKS INSPECTOR FOR FINAL INSPECTION.
8. ALL DOWNSPOUTS TO BE RELEASED TO THE GROUND SURFACE, DIRECTED AWAY FROM BUILDING FOUNDATIONS AND DIRECTED TO LANDSCAPE AREAS.
9. PRIOR TO BEGINNING ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR WILL BE RESPONSIBLE FOR PULLING AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS DEPARTMENT.
10. PROVIDE MIN. 5% GRADE SLOPE AWAY FROM FOUNDATION FOR A MIN. DISTANCE OF 10 FEET MEASURE PERPENDICULAR TO THE FACE OF THE WALL. WITH EXCEPTION:
   a. IF BUILDING SITE DOES NOT ALLOW 10 FEET OF SLOPE, INDICATE THE INSTALLATION OF DRAINS OR SWALES TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE.
   b. IMPERVIOUS SURFACES WITHIN 10 FEET OF THE BUILDING FOUNDATION

TREE PROTECTION NOTES:

11. (E) DRAINAGE SHALL REMAIN THROUGHOUT CONSTRUCTION.
1. A PLOT PLAN SHALL BE PREPARED DESCRIBING THE RELATIONSHIP OF PROPOSED GRADING AND UTILITY TRENCHING TO THE TREES DESIGNATED FOR PRESERVATION. CONSTRUCTION AND GRADING SHOULD NOT SIGNIFICANTLY RAISE OR LOWER THE GROUND LEVEL BENEATH TREE DRIP LINES. IF THE GROUND LEVEL IS PROPOSED FOR MODIFICATION BENEATH THE DRIP LINE, THE ARCHITECT/ARBORIST SHALL ADDRESS AND MITIGATE THE IMPACT TO THE TREE(S).
2. ALL TREES TO BE PRESERVED ON THE PROPERTY AND ALL TREES ADJACENT TO THE PROPERTY SHALL BE PROTECTED AGAINST DAMAGE DURING CONSTRUCTION OPERATIONS BY CONSTRUCTING A FOUR-FOOT-HIGH FENCE AROUND THE DRIP LINE, AND ARMOR AS NEEDED. THE EXTENT OF FENCING AND ARMORING SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT. THE TREE PROTECTION SHALL BE PLACED BEFORE ANY EXCAVATION OR GRADING IS BEGUN AND SHALL BE MAINTAINED IN REPAIR FOR THE DURATION OF THE CONSTRUCTION WORK.
3. NO CONSTRUCTION OPERATIONS SHALL BE CARRIED ON WITHIN THE DRIP LINE AREA OF ANY TREE DESIGNATED TO BE SAVED EXCEPT AS IS AUTHORIZED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT.
4. IF THE TRENCHING IS REQUIRED TO PENETRATE THE PROTECTION BARRIER FOR THE TREE, THE SECTION OF TRENCH IN THE DRIP LINE SHALL BE HAND DUG SO AS TO PRECLUDE THE CUTTING OF ROOTS. PRIOR TO INITIATING ANY TRENCHING WITHIN THE BARRIER APPROVAL BY STAFF WITH CONSULTATION OF AN ARBORIST SHALL BE COMPLETED.
5. TREES WHICH REQUIRE ANY DEGREE OF FILL AROUND THE NATURAL GRADE SHALL BE GUARDED BY RECOGNIZED STANDARDS OF TREE PROTECTION AND DESIGN OF TREE WELLS.
6. THE AREA UNDER THE DRIP LINE OF THE TREE SHALL BE KEPT CLEAN. NO CONSTRUCTION MATERIALS NOR CHEMICAL SOLVENTS SHALL BE STORED OR DUMPED UNDER A TREE.
7. FIRES FOR ANY REASON SHALL NOT BE MADE WITHIN FIFTY FEET OF ANY TREE SELECTED TO REMAIN AND SHALL BE LIMITED IN SIZE AND KEPT UNDER CONSTANT SURVEILLANCE.
8. THE GENERAL CONTRACTOR SHALL USE A TREE SERVICE LICENSEE, AS DEFINED BY CALIFORNIA BUSINESS AND PROFESSIONAL CODE, TO PRUNE AND CUT OFF THE BRANCHES THAT MUST BE REMOVED DURING THE LANDSCAPE ARCHITECT/ARBORIST WITH APPROVAL OF STAFF.
9. ANY DAMAGE TO EXISTING TREE CROWNS OR ROOT SYSTEMS SHALL BE REPAIRED IMMEDIATELY BY AN APPROVED TREE SURGEON.
10. NO STORAGE OF CONSTRUCTION MATERIALS OR PARKING SHALL BE PERMITTED WITHIN THE DRIP LINE AREA OF ANY TREE DESIGNATED TO BE SAVED.
11. TREE PROTECTION REGULATIONS SHALL BE POSTED ON PROTECTIVE FENCING AROUND TREES TO BE PROTECTED.



LEGEND:

- 2nd FLOOR
- PROPERTY LINE
- BLDG 1st FLOOR FOOTPRINT LINE
- BLDG 2nd FLOOR FOOTPRINT LINE

② SITE PLAN
1/8" = 1'-0"

GOLDEN GATE GROUP
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NO	DESCRIPTION	DATE	BY
1			

PROGRERSS

BUILDING OWNER APPROVAL DATE:

CLIENT/TENANT APPROVAL DATE:

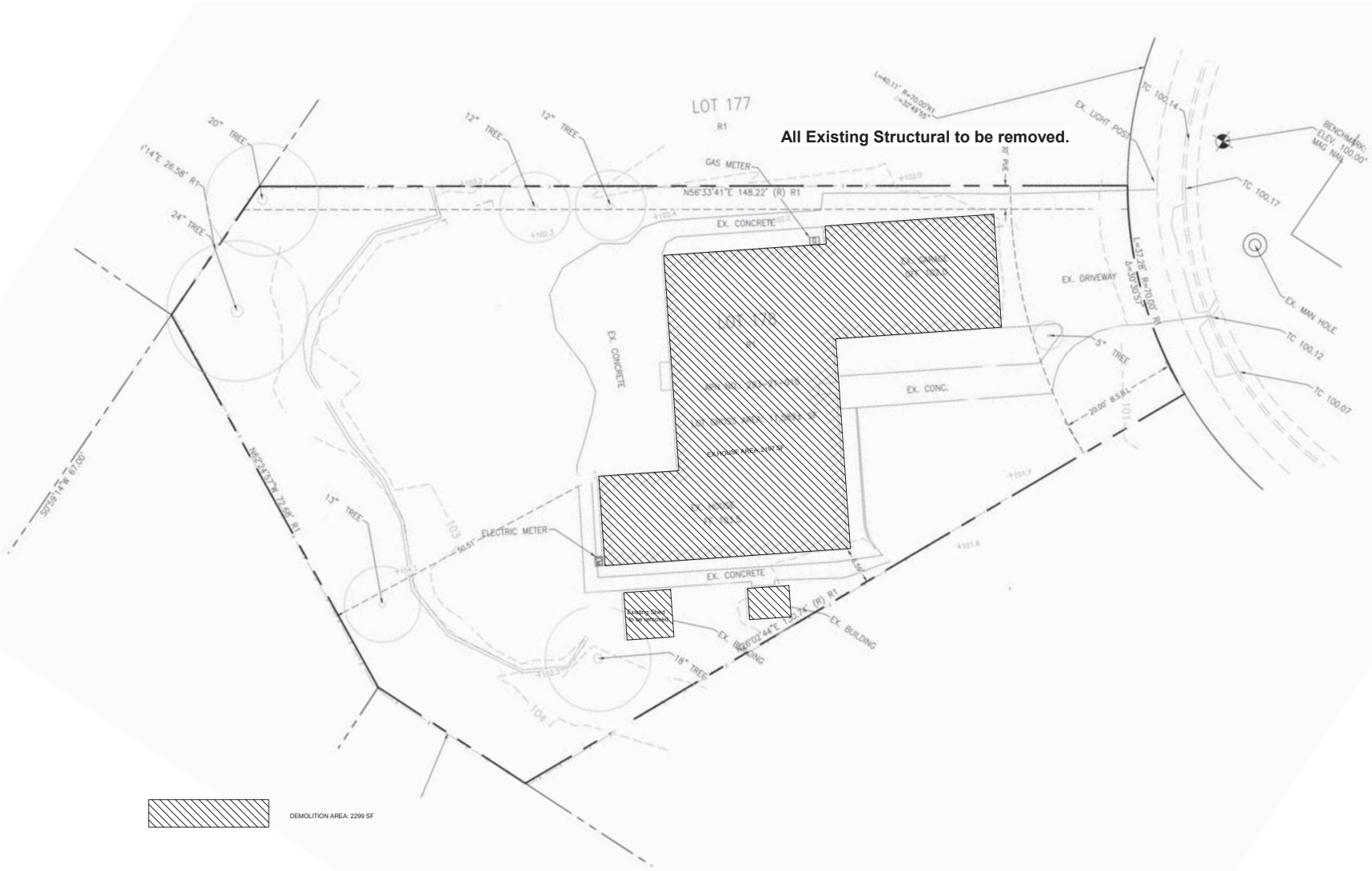
DESIGNER / ARCH. SIGNATURE DATE:

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SITE PLAN

NORTH	DATE	PROJ.NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A0.1

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1 DEMOLITION PLAN
1/8" = 1'-0"

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NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR -	06-17-2020	

PROGRERSS

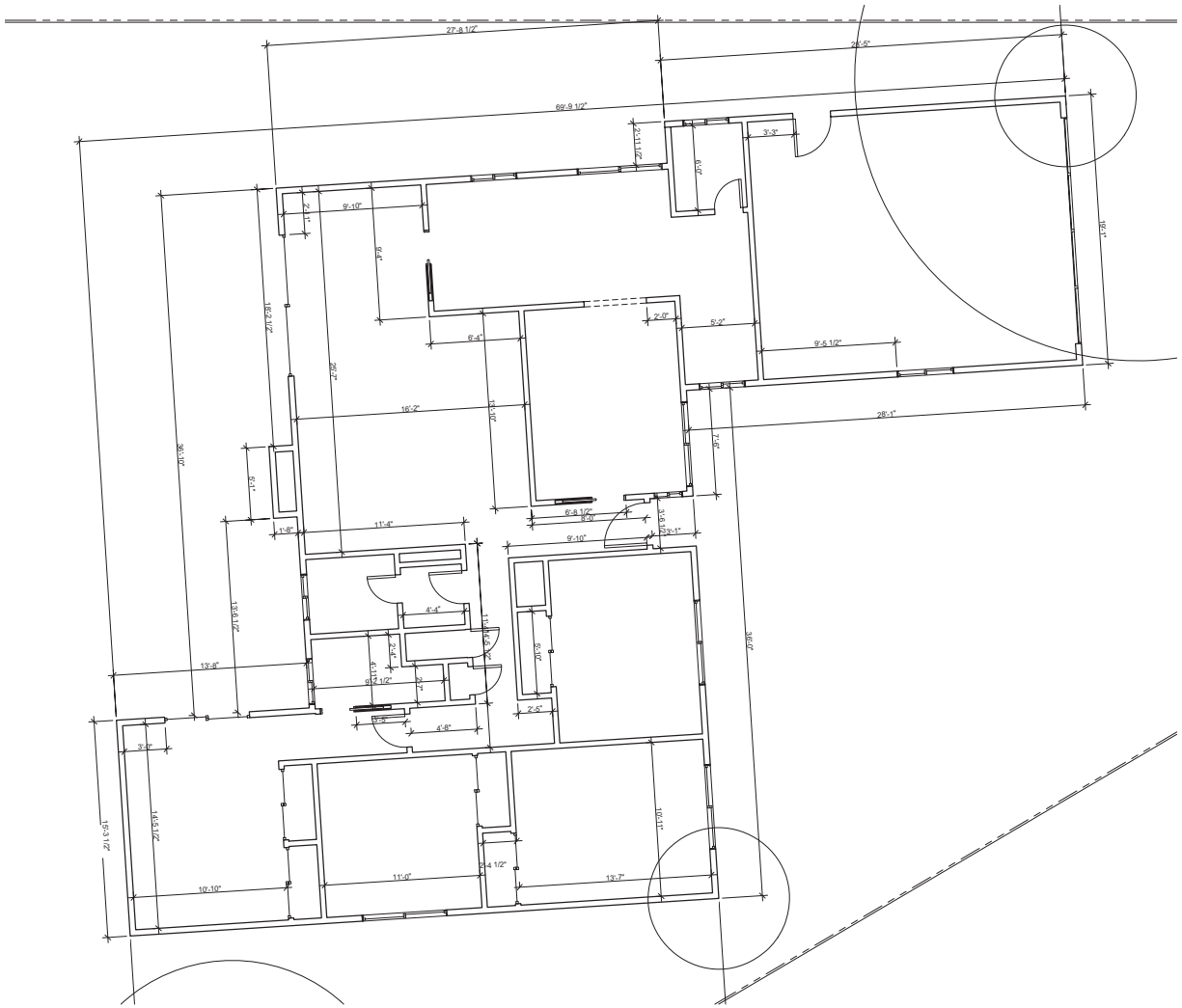
BUILDING OWNER APPROVAL DATE:
CLIENT/TENANT APPROVAL DATE:
DESIGNER / ARCH. SIGNATURE DATE:

RESIDENTIAL

DEMOLIION PLAN

NORTH	DATE	PROJ.NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A1.0

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1 EXISTING FLOOR PLAN-
1/4" = 1'-0"

WALL

EXISTING WALL TO REMAIN

WALL TO BE REMOVED/ WDW. OR DR. TO INFILL

INTERIOR ENVIRONMENT
1. UNDER-FLOOR VENTILATION SHALL BE NOT LESS THAN 1/150 OF UNDER FLOOR AREA. (R408.1)

BUILDING ENVELOPE
1. DAMPPROOF-ING, WHERE REQUIRED, SHALL BE INSTALLED WITH MATERIALS AND AS REQUIRED IN SECTION R406.1.

2. PROTECTION OF WOOD AND WOOD BASED PRODUCTS FROM DECAY SHALL BE PROVIDED IN THE LOCATIONS SPECIFIED PER SECTION R317.1 BY THE USE OF NATURALLY DURABLE WOOD OR WOOD THAT IS PRESERVATIVE-TREATED IN ACCORDANCE WITH AWPA U1 FOR THE SPECIES, PRODUCT, PRESERVATIVE AND END USE. PRESERVATIVES SHALL BE LISTED IN SECTION 4 OF AWPA U1.

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NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR : -	6-27-19	BM

|PROGRERSS|

BUILDING OWNER APPROVAL
DATE:

CLIENT/TENANT APPROVAL
DATE:

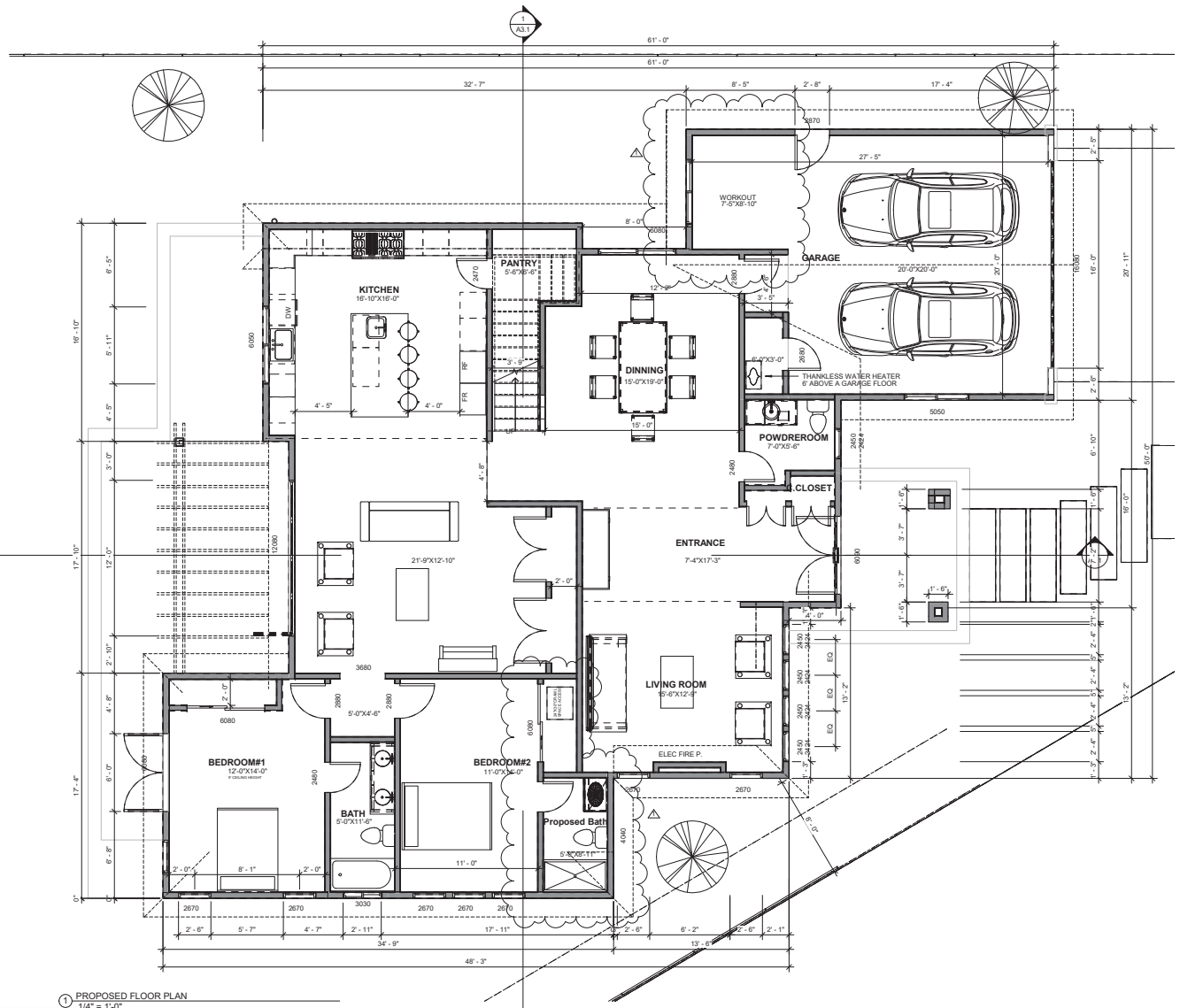
DESIGNER / ARCH. SIGNATURE
DATE:

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EXISTING FLOOR PLAN

NORTH	DATE	PROJ.NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A1.1

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1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

LEGEND:

NEW CONSTRUCTION WALL

GRAPHIC SCALE :

0 1 2 3 4 5 10 15

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NO.	DESCRIPTION	DATE	BY
	Revision 1		
1	PROPOSED BATHROOM	July26	
2	WORKOUT	July26	

PROGRERSS

BUILDING OWNER APPROVAL DATE:

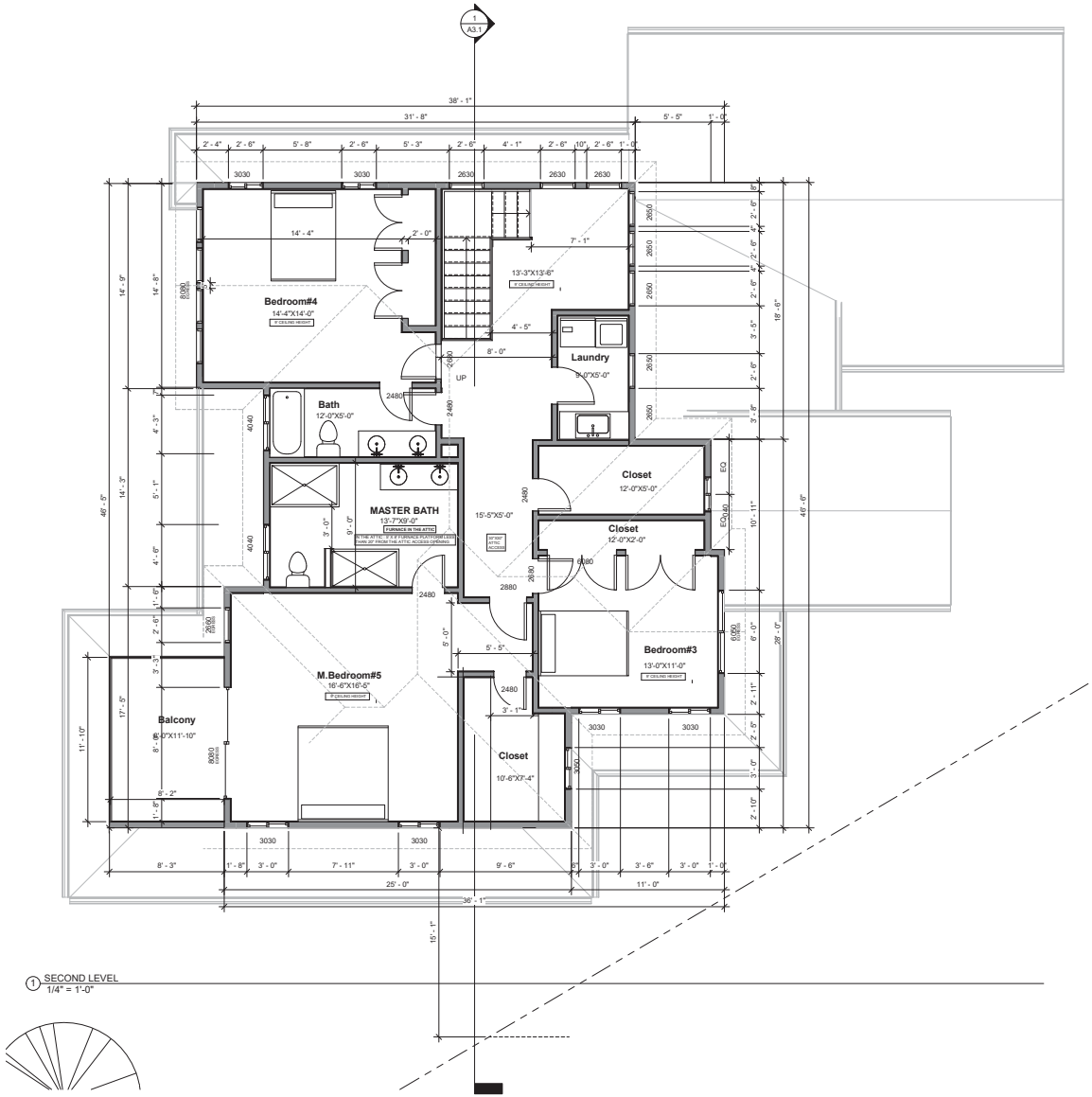
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PROPOSED FLOOR PLAN

NORTH	DATE	PROJ NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A1.2



1 SECOND LEVEL
1/4" = 1'-0"

LEGEND:

NEW CONSTRUCTION WALL

GRAPHIC SCALE : 0 1 2 3 4 5 10 15

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NO	DESCRIPTION	DATE	BY
1			

PROGRESS

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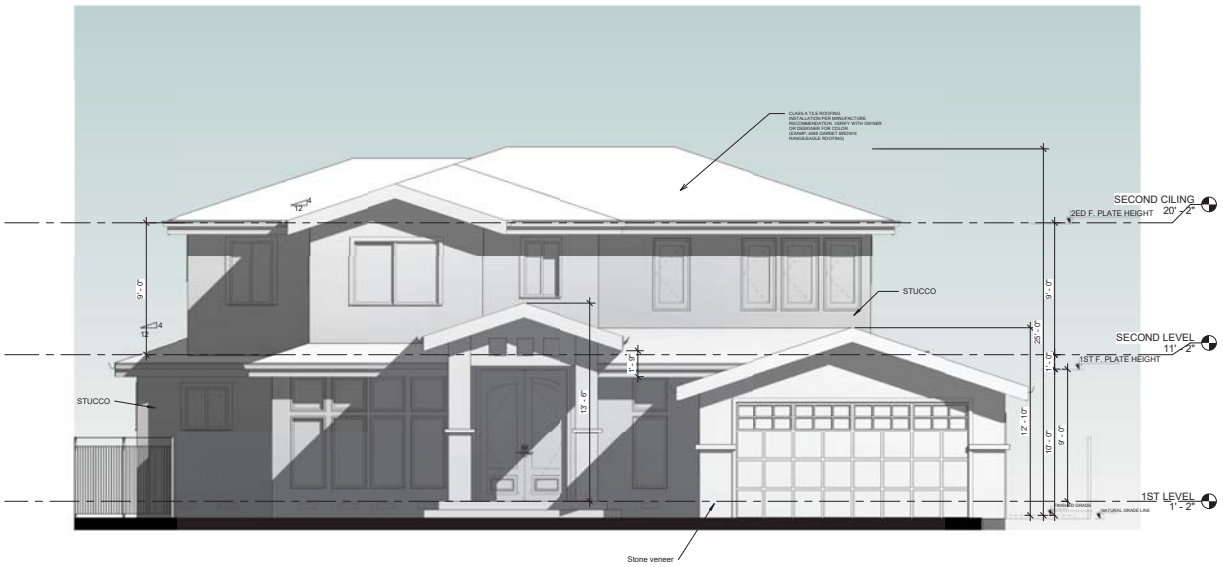
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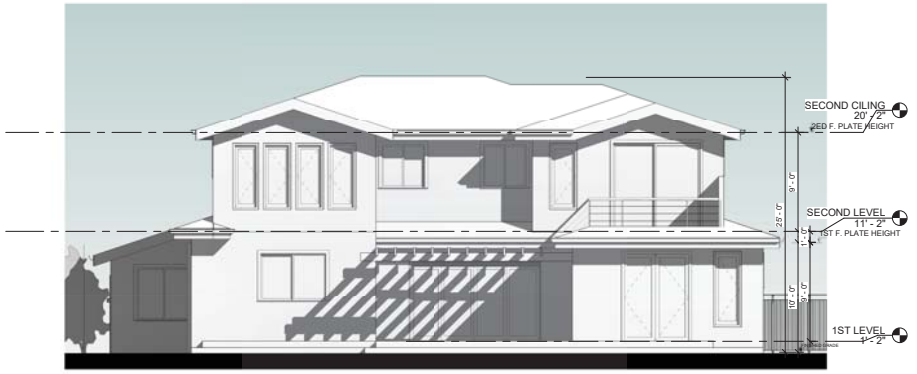
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PORPOSED SECOND FLOOR

NORTH	DATE	PROJ NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A1.3



1 FRONT ELEVATION
1/4" = 1'-0"



2 BACK ELEVATION
3/16" = 1'-0"

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PROGRERSS

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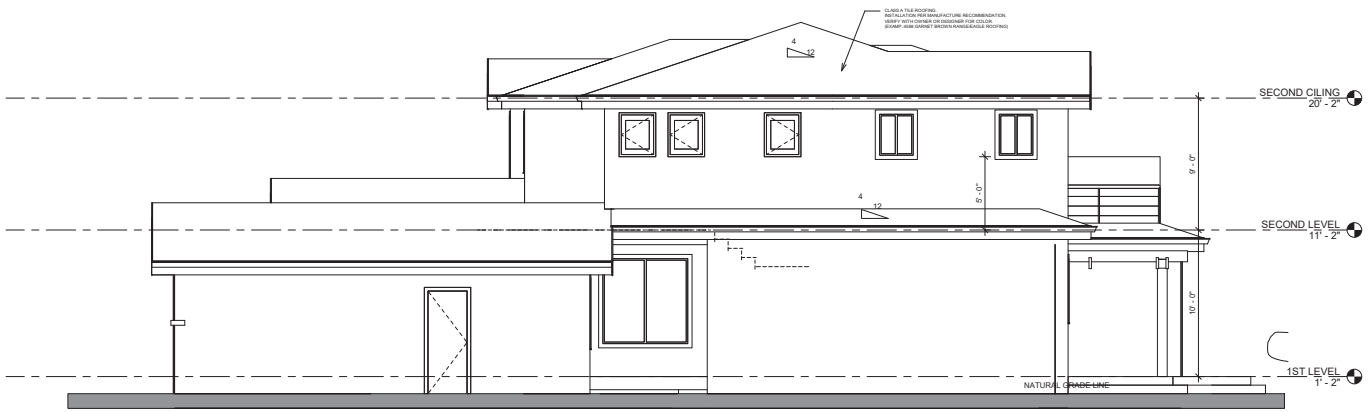
CLIENT/TENANT APPROVAL
DATE:

DESIGNER / ARCH. SIGNATURE
DATE:

RESIDENTIAL

EXTERIOR ELEVATIONS

NORTH	DATE	PROJ.NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A2.1



1 NORTH ELEVATION
1/4" = 1'-0"



2 SUOTH ELEVATION
1/4" = 1'-0"

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1			

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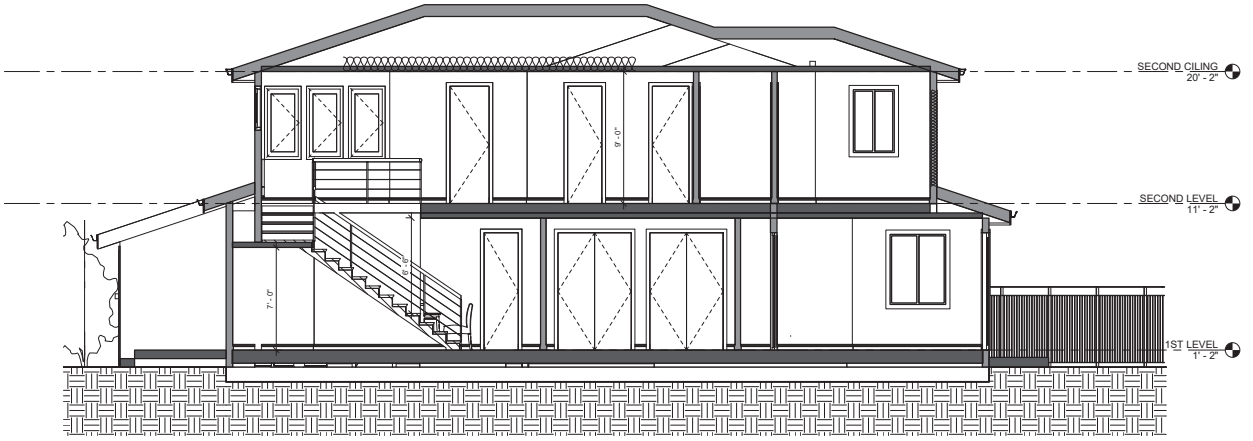
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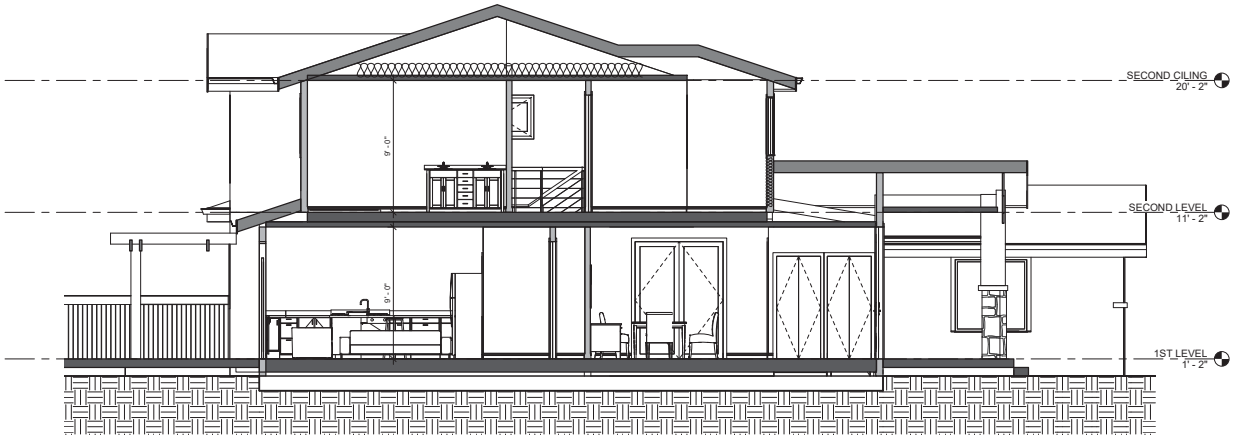
RESIDENTIAL

EXTERIOR01 ELEVATIONS

NORTH	DATE	PROJ.NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A2.2



1 A-A
1/4" = 1'-0"



2 B-B
1/4" = 1'-0"

GOLDEN GATE GROUP
Architectural & Construction

21060 HOMESTEAD Rd.SUITE# 180
CUPERTINO, CA. 95014
TEL: (408)-708-1234
EMAIL: OFFICE@GOLDENGATEGROUPINC.COM

RESIDENTIAL :
2892 Sycamore Way, Santa Clara, CA 95051

ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UEXPECTED ONDITIONS SHALL BE CALLED TO THE ATTENTION OF THE DESIGNER. THE CONTRACTOR ACCEPTS THE WORK AS DESCRIBED TO THE GOLDEN GATE GROUP INC DESIGNS ATENTION IMMEDIATELY DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PRECDING AT HIS OWN RISK.

OMISSIONS FROM HE DRAWINGS AND SPECIFICATIONS OR THE MISDESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTONT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARILY REFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MIS-DESCRIBED DETAILS OF THE WORK AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS.

SITE CONDITIONS: All CONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELEASE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK IF VARIATION, DISCREPANCY OR OMISSION (BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY GOLDEN GATE GROUP INC IMMEDIATELY AND OBTAIN WRITTEN RESOLUTION FROM GOLDEN GATE GROUP INC DESIGN PRIOR TO PROCEEDING WITH ANY RELATED WORK.

NO.	DESCRIPTION	DATE	BY
1			

PROGRERSS

BUILDING OWNER APPROVAL
DATE:

CLIENT/TENANT APPROVAL
DATE:

DESIGNER / ARCH. SIGNATURE
DATE:

RESIDENTIAL

SECTIONS

NORTH	DATE	PROJ NO	SCALE	DRAWING
	DRAWN	CKD.BY	FLOOR	A3.0





Existing View



Front Rendering View

EXTERIOR MATERIAL SCHEDULE

TITLE	TYPE	INFO
ROOF	TILE ROOFING	US TILE/ CARMEL BLEND
SIDING	STUCCO	SMOOTH/BEIGE
EXTERIOR TRIM	SQR. EDGE - 4" HT. X 2" DPT.	DECORAMOULD/WHITE
CLOUMAN	STONE VENEER	VERSETTA STONE VENEER
GARAGE DOOR	vinyl	Garage Door Windows Decals
DOOR	Feather River Doors	BROWN COLOR
WINDOWS	MILGARD	TUSCANY /BROWN

STUCCO



TILE ROOFING



versetta stone veneer



GARAGE DOOR

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NO.	DESCRIPTION	DATE	BY
1			

PROGRERSS

BUILDING OWNER APPROVAL DATE:

CLIENT/TENANT APPROVAL DATE:

DESIGNER / ARCH. SIGNATURE DATE:

RESIDENTIAL

MATERIAL& STREET VIEW

NORTH	DATE	PROJ.NO	SCALE	DRAWING
	CHK'D			
	DRAWN	CKD.BY	FLOOR	A4.1

Conditions of Approval
2892 Sycamore Way

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. Garage or carport shall be maintained clear and free for vehicle parking use. It shall not be used as only storage.

C2. Submit plans for final architectural review to the Planning Division and obtain architectural approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, lighting and signage.

C3. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Planning and Inspection.

C4. Rehabilitate the front yard landscaping between the fence and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.

C5. Developer/Owner is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

C6. Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.

C7. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits.

C8. Require an inspection two-years after building permit final to conform code compliance and the use of the property as a single-family home consistent with the requirement of the Zoning Code.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO SUSTAIN THE APPEAL AND MODIFY THE ARCHITECTURAL COMMITTEE APPROVAL FOR A NEW SINGLE-FAMILY RESIDENCE ON THE PROPERTY LOCATED AT 2892 SYCAMORE WAY, SANTA CLARA, CALIFORNIA

PLN2019-13972 (Architectural Committee Appeal)

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Lei Xu, ("Applicant") filed an application for Architectural Review approval of a development proposal on a 11,589 square foot lot at 2892 Sycamore Way ("Project Site");

WHEREAS, the General Plan designation for the Project Site is Very Low Density Residential and the zoning designation is Single Family Residential (R1-6L);

WHEREAS, the proposal is to allow for the demolition of a 2,197 square foot, four bedroom and two bathroom residence with an attached two-car garage, and construct a new 3,450 square foot two-story residence with five bedrooms, four and a half bathrooms, an attached two-car garage, and exterior access for the garage, front entrance, Bedroom #1, and rear entrance ("Current Project"), as shown on the development plan, attached hereto as "Development Plan" and incorporated herein by this reference;

WHEREAS, the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 *et seq.*, requires a public agency to evaluate the environmental impacts of a proposed project. The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) per section 15303(a) (Class 3 - New Construction or Conversion of Small Structures), , which authorizes the construction and location of limited numbers of new, small facilities or structures, including a single-family residence, and the Project involves the construction of a new 3,450 square foot single-family house;

WHEREAS, the Project was presented at a publicly noticed meeting of the Architectural Committee on June 19, 2019, and following public testimony, the Architectural Committee

approved the demolition of the existing residence and construction of a new two-story residence with five bedrooms, three and a half bathrooms, and an attached two-car garage, with a limitation on exterior access to three entrances: front, rear and garage;

WHEREAS, Santa Clara City Code ("SCCC") Section 18.76.020 sets forth the Architectural Review process by the City's Architectural Committee; if the decision of the Architectural Committee is appealed pursuant to SCCC Section 18.76.020(h), within seven days of the decision, the Planning Commission will conduct an appeal hearing;

WHEREAS, the City received a timely appeal of the Architectural Committee's approval of the Project on June 26, 2019;

WHEREAS, the Planning Commission held a duly noticed public meeting on August 14, 2019 to consider the appeal, at which time the Planning Commission unanimously passed a motion to refer the appeal to the City Council for consideration;

WHEREAS, on October 18, 2019, a notice a notice of public hearing of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 300 feet of the project site;

WHEREAS, the City Council held a duly noticed public meeting on October 29, 2019 to consider the appeal.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. That the City Council hereby sustains the appeal filed by the appellant of the Architectural Committee approval of the proposal granted on June 19, 2019 and modifies the Architectural Committee's approval to allow construction of the Project, as shown in the Development Plans attached hereto.

3. That pursuant to SCCC Section 18.76.020, the City Council determines that the following findings exist to support modifying in part the architectural approval and justify sustaining this appeal:

A. That any off-street parking area, screening strips and other facilitates and improvements necessary to secure the purpose and intent of the Zoning Ordinance and the General Plan of the City are a part of the proposed development, in that the proposed project provides the required two covered parking spaces on site.

B. That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that there is no intensification of use that would cause increased traffic congestion or hazards.

C. That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by the Zoning Ordinance and the General Plan of the City, in that the proposed project is located in a neighborhood with other one- and two-story homes within a 300 foot radius from the project site; the two-story houses within the 300 feet radius were approved with traditional architecture; the proposed project is an improvement to the existing home; and the proposed project is replacing an existing two-story home with a new two-story home designed similar in scale and form as other two-story homes in the neighborhood.

D. The granting of this approval, as modified in part, will not materially affect adversely the health, comfort of general welfare of persons residing or working in the neighborhood of said development and will not be materially detrimental to the public welfare or injurious to property or improvements, in that the proposed project provides privacy designs

such as incorporating a five foot window sill height for second-story side-facing windows and a five foot wall on the south side of the second-story balcony; and the proposed project is in compliance with the all standards of the Zoning Code.

E. The proposed development, as set forth in the plans and drawings, is consistent with the City's Single-Family Residential Design Guidelines, in that the proposed project integrates a hip-style roof structure to be more consistent in the roof form as other residences; the project incorporates stone veneer to the garage and porch columns to provide similar exterior features in the neighborhood; the project is consistent with the style of homes on this block; and the proposed project would not result in more than 66 percent of second floor to first floor living area.

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 29th DAY OF OCTOBER, 2019, 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. Development Plan

I:\PLANNING\2019\Project Files Active\PLN2019-13972 2892 Sycamore Way (Appeal of AC)\CC\Resolution to Sustain Appeal and Modify AC Approval.doc

19-1123 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on an Agreement for Design Professional Services with SmithGroup for Consulting Services Associated with the City of Santa Clara Civic Center Concept Plan and Utility Building Project

BACKGROUND

The Civic Center is the administrative core for the City of Santa Clara and is home for City Hall and several satellite office buildings, landscaped areas, and a public plaza, with on-site and on-street parking to support staff, visitors, and nearby businesses. Two City parks are a short walking distance from City Hall. Most of the buildings in the Civic Center were built in the 1960s when the workforce and residential population were much smaller. As the population of the community has grown, so has the demand for City services and the City's office space needs.

Managing this growth has been challenging and any new attempts to reimagine the office spaces to accommodate more staff and services are now blocked by the confines of the existing building shells. Among the City departments with a large workforce, the Electric Department (dba Silicon Valley Power) (SVP) maintains a fragmented workplace and workforce. For over twenty years, SVP has been leasing office building space and is currently leasing at a business park along Martin Avenue housing SVP's Resources, Customer Service & Marketing divisions, including some of the Capital Projects Engineering personnel while the Administration and Customer Development Engineering services division occupy space in City Hall.

On June 21, 2016, the City Council approved the Capital Improvement Program (CIP) project budget that included appropriations for a new Silicon Valley Power Utility Building. The funds are used to design and prepare for a new utility center using green-building technology that will be capable of housing both the Electric and Water & Sewer Utilities Departments. The benefits of a new utility center include eliminating offsite leases and increasing lease payments, making space available in City Hall for other uses, and creating appropriate work spaces and consolidating personnel from multiple work sites for increased work efficiencies.

On January 31 and Feb 1, 2019, the City Council and staff held Operational and Strategic Priority Setting Sessions. The City Manager reported that, included in the list of public facilities and other infrastructure projects that are known to be unfunded or underfunded are 1) the New Utilities Building and Civic Center Campus, and 2) Civic Center Repairs. These needs, along with all the other unfunded projects and infrastructure, are part of the City's work in the short- and long-term and require dedicated capacity to develop realistic work plans.

DISCUSSION

In April 2019, the City issued a request for Statement of Qualifications (SOQ) for consulting services associated with the City of Santa Clara Civic Center Concept Plan and Utility Building Project

Downtown Precise Plan Consultant Services, using the City's e-procurement system. The City received seven proposals by the May 15, 2019 deadline from the following firms:

- Anderson Brule Architects (San Jose, CA)
- Dahlin Group Architecture Planning (Pleasanton, CA)
- Gensler (San Francisco, CA)
- Group 4 Architecture, Research + Planning, Inc. (South San Francisco, CA)
- Hawley Peterson Snyder (Sunnyvale, CA)
- SmithGroup (San Francisco, CA)
- Woods Bagot (San Francisco, CA)

Evaluation: A four-member evaluation team with representation from SVP, Community Development Department, Public Works Department, and Finance Department was formed to evaluate the proposals. Each team member independently evaluated and scored the proposals against the criteria as shown in the summarized table below.

The evaluation results are summarized in the table below.

Criteria	**Weight**	**Smith Group**	**Anderson Brule**	**Gensler**	**Group 4**
Proposal Responsiveness	Pass/Fail	Pass	Pass	Pass	Pass
Proposal Quality and Presentation	10	8	8	9	8
Firm Qualifications	20	17	17	16	14
Staff Qualifications	40	37	32	29	33
Client List / References	10	7	9	8	7
Project Approach / Understanding of City's Requirements	20	19	18	16	13
Total Score	**100**	**88**	**84**	**78**	**75**

Criteria	**Weight**	**Woods Bagot**	**Hawley Peterson Snyder**
Proposal Responsiveness	Pass/Fail	Pass	Pass
Proposal Quality and Presentation	10	6	7
Firm Qualifications	20	10	8
Staff Qualifications	40	24	21
Client List / References	10	6	6
Project Approach / Understanding of City's Requirements	20	10	9
Total Score	**100**	**56**	**51**

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The four top scoring proposers were invited to participate in oral presentations to demonstrate their knowledge and understanding of the City's requirements and introduce key personnel who would be assigned to the project.

Notice of Intended Award:
A Notice of Intended Award (NOIA) announcing the City's recommended consultant was published on August 13, 2019. The SOQ process included a ten-day protest period; no protests were received.

Recommendation:
Staff recommends award of agreement to the SmithGroup. The evaluation team unanimously agreed on the selection. The consultant's team is comprised of industry experts in civic center master planning, urban design, real estate & market analysis, community engagement, economic development, and environmental analysis, utility administration building design, landscape architecture and sustainability.

Upon selection of the SmithGroup, a detailed scope of work was developed for the SmithGroup as the prime architect and each subconsultant with specific scope of work and deliverables. The professional services provided by the SmithGroup is comprised of several interconnected areas of work:

- City Hall Project Financial Feasibility - Planning team will assess previous plans, reports, investigate existing site for an urban or campus design strategy and prepare a Site Financial Feasibility and Economic Analysis Report with rough order of magnitude cost. A key outcome of this process will be to determine if there is financial feasibility to reconstruct all of the Civic Center Campus or if a phased implementation will be required.
- Comprehensive Community Engagement - Engage with the Santa Clara community to elicit feedback for the future of the Civic Center & Utility Building and make recommendations
- Market Analysis - Identify the opportunities and barriers to economic development in the Study Area
- Architectural & Space Planning - Provide recommendations on space needs and provide conceptual studies for building and site development
- Phasing Approach - develop an approach to phasing, including identification of relocation sites, both temporary and permanent, which are relevant to the proposed scenarios.

Pending Council's approval, the Agreement shall be executed to provide the required consulting services for the City of Santa Clara Civic Center Concept Plan and Utility Building Project. The initial term of the Agreement shall be for three years ending on December 31, 2021.

Scope of Work Summary:
The Scope of Work is structured as a three-phase process to develop the planning strategy for the Santa Clara Civic Center Concept Plan. Community engagement will be an integral part of the process through all three phases, including three public workshops (community open house meetings) to elicit community input and feedback as well as several commission meetings as noted in Attachment 2 (Project Schedule).

- Phase One - Define the Problem: The planning process will commence with an analysis and strategy phase wherein the consultant will listen, assess the previous plans, reports, establish planning objectives, investigate existing site and contextual conditions and patterns, assemble zoning and regulatory items and uncover meaningful relationships for both on and off-site elements. The City Hall Financial Feasibility Report is a strategic level concern that needs immediate attention, while allowing concurrent, detailed analysis of other aspects. The consultant will engage with a core project team and project leadership to ensure effective, efficient decision making. Community and stakeholder engagement will also commence during this phase. This phase will culminate in a financial and economic assessment and analysis of the existing conditions, funding limitations and implementation options, and a statement of Vision and Goals emanating from the engagement process.

- Phase Two - Set a Strategic Direction: Following definition of the problem and analysis of the existing physical information, previous planning studies, zoning and regulatory issues, demand analysis, and the testing of early ideas, the consultant will continue with an iterative problem solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals identified in phase one, within the identified sustainable, physical, and financial constraints. During this phase, the consultant will present the alternative ideas and develop two alternative plans with initial ideas regarding design guidelines and implementation. Interim Phase 2 is to obtain City Council Strategic direction by end of February 2020. This phase will culminate in a strategic direction and the selection by City Council, of one preferred planning option with a draft cost estimate upon which the project budget will be based.

- Phase Three - Framework Plan, Implementation Strategy & Program Level EIR: Phase 3 emphasizes the evolution of the master plan concepts and development of conceptual floor plans, landscape plans, sustainable design features, and construction sequencing for the Civic Center and Utility Buildings. The consultant will bring a holistic perspective on sustainability that is not a separate task, but rather woven through our entire process and deliverables. The consultant will define appropriate sustainability targets during Phase One and work with the City to look for opportunities to push traditional limits as part of a design that is truly regenerative and net positive. This phase will culminate with a final adopted master plan report which includes an updated cost estimate.

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 consultant’s proposal for the scope of work requested by the City has a cost of $1,803,344. In addition, the consultant proposed optional tasks that the City recommends totals $172,365. With the added optional tasks, the total cost of the consultant services is $1,975,709. Sufficient funds are available in Silicon Valley Power Utility Center project budget (project number 2126 in Electric Utility Capital Fund).

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Authorize the City Manager to execute an Agreement for Design Professional Services with SmithGroup to provide Civic Center Concept Plan and Utility Building Project Consultant Services for a maximum compensation not to exceed $1,975,709.

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

ATTACHMENTS

1. Agreement for Design Professional Services
2. Project Schedule

EBIX Insurance No. S200004380

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND SMITHGROUP, INC.

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and SmithGroup, Inc. a Michigan corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;

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

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

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on October 31, 2019 and terminate on October 31, 2024.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

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

A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by an appropriate qualified licensed professional in the State of California.

B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be in accordance with the Standard of Care 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 $1,975,709 (one million nine hundred seventy five thousand seven hundred nine dollars), 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 that violate the Standard of Care, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

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

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

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

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Contractor, its employees, subcontractors, or agents in the performance, or non-performance, of Services under this Agreement. For the avoidance of confusion, the Contractor's obligation to defend will be no broader than its obligation to indemnify.

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: Chief Electric Utility Officer
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

SmithGroup Inc.
Attn: Georgia Sarkin, Principal

301 Battery Street, Floor 7
San Francisco, CA 94111
and by e-mail at Georgia.Sarkin@smithgroup.com

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

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

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

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

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

22. GOVERNING LAW AND VENUE

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

23. SEVERABILITY CLAUSE

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

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

CONTINUED ON PAGE 8

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

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"

SMITHGROUP, INC.
a Michigan corporation

Dated: _____
By (Signature): _____
Name: _____
Title: _____
Principal Place of Business Address: _____
Email Address: _____
Telephone: ( ) _____
Fax: ( ) _____

"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

CITY OF SANTA CLARA CIVIC CENTER CONCEPT PLAN AND UTILITY BUILDING PROJECT

PROJECT UNDERSTANDING

Project Description

The purpose of the project is to guide the future development of the City of Santa Clara Civic Center Concept Plan and Utility Building Project. The Civic Center is the administrative core for the City of Santa Clara and is home for City Hall and several satellite office buildings, landscape and open space areas, a public plaza, with on-site and on-street parking to support staff, visitors, and nearby businesses. Most of the buildings in the Civic Center were built in the 1960s when the workforce and residential population were much smaller. As the population of the community has grown, so has the demand for City services and the City's office space needs. Managing this growth has been challenging and any new attempts to reimagine the office spaces to accommodate more staff and services are now blocked by the confines of the existing building shells.

Among the City departments with a large workforce, the Electric Department (dba Silicon Valley Power) (SVP) maintains a fragmented workplace and workforce and is currently leasing a building on Martin Street due to a lack of suitable space at the civic center.

Project Site Area

Our understanding is the built area will be composed of approximately 160,000 GSF area which includes a new city hall and utility building. Total area of the Civic Center, Civic Center Park and the Berman Building parcels to be master planned is 13 acres, which excludes the Triton Museum parcel. See *Exhibit 1* for parcel delineation.



Exhibit 1: Project parcels noted in orange will be master planned for this scope of work.

Professional Services

The professional services as requested by the City of Santa Clara is made of five interconnected areas of work:

1. **City Hall Project Financial Feasibility** – Planning team will assess previous plans, reports, investigate existing site for an urban or campus design strategy and prepare a Site Financial Feasibility and Economic Analysis Report with rough order of magnitude cost.
2. **Comprehensive Community Engagement** – Engage with the Santa Clara community to elicit feedback for the future of the Civic Center & Utility Building and make recommendations
3. **Market Analysis** - Identify the opportunities and barriers to economic development in the Study Area
4. **Architectural & Space Planning** – Provide recommendations on space needs and provide conceptual studies for building and site development

5. **Phasing Approach** – develop an approach to phasing, including identification of relocation sites, both temporary and permanent, which are relevant to the proposed scenarios.

PROJECT APPROACH

Process

Every project is unique, and the design process is work intensive, time sensitive, and must be carefully planned to achieve a successful outcome. We propose a three-phase process to develop the planning strategy for the Santa Clara civic Center Concept Plan

Phase One - Define the Problem
(8 weeks)

The planning process will commence with an analysis and strategy phase wherein the planning team will listen, assess the previous plans, reports, establish planning objectives, investigate existing site and contextual conditions and patterns, assemble zoning and regulatory items and uncover meaningful relationships for both on and off-site elements. The City Hall Financial Feasibility Report is a strategic level concern that needs immediate attention, while allowing concurrent, detailed analysis of other aspects. We anticipate engaging with a core project team and project leadership to ensure effective, efficient decision making. This phase will culminate in a financial and economic assessment and analysis of the existing conditions, and a statement of Vision and Goals emanating from the engagement process.

Phase Two - Set a Strategic Direction
(15 weeks)

Following definition of the problem and analysis of the existing physical information, previous planning studies, zoning and regulatory issues, demand analysis, and the testing of early ideas, the planning team will continue with an iterative problem solution phase to test alternative concepts. This phase will illustrate multiple ways to achieve the vision and goals identified in phase one, within the identified sustainable, physical, and financial constraints. During this phase, the planning team will present the alternative ideas and develop two alternative plans with initial ideas regarding design guidelines and implementation. Interim Phase 2 is to obtain City Council Strategic direction by end of February 2020. This phase will culminate in a strategic direction and the selection by City Council, of one preferred planning option with a draft ROM cost estimate upon which the project budget will be based.

Phase Three – Framework Plan, Implementation Strategy & Program Level EIR
(46 weeks)

Phase 3 emphasizes the evolution of the master plan concepts and development of conceptual floor plans, landscape plans, sustainable design features, and construction

sequencing for the Civic Center and Utility Buildings. Our team brings a holistic perspective on sustainability that is not a separate task, but rather woven through our entire process and deliverables. We will define appropriate sustainability targets during Phase One and work with the City to look for opportunities to push traditional limits as part of a design that is truly regenerative and net positive. This phase will culminate with a final adopted master plan report which includes a ROM cost estimate.

The total project duration for all phases is anticipated to be approximately 16 months.

Note: Detailed descriptions of consultant's work is described after SmithGroup's Scope of Work section.

Community Engagement:

Community engagement will be an integral part of the process through all three phases and described in further detail in the tasks below.

SmithGroup will coordinate with the Core Team and prepare materials for up to nine (9) Community Meetings:

1. Task 1:
    a. City Council Study Session (1)
    b. Public Workshop (1)
2. Task 2:
    a. Commission Meetings (4)
    b. Public Workshops (2)
    c. City Council Study Session (1)
3. Task 3:
    a. Commission Meeting (1)
    b. Public Meeting (1)
    c. Community Development Meeting (1)
4. Task 4
    a. No Public Meetings
5. Task 5
    a. City Council Meeting (1)

In addition to the public meetings noted above, our team will be engaged with the City in meetings with the Core Team and City Council Study Sessions, up to 18 total, as noted in the Scope of Services & Performance Schedule, Exhibit A, and further described in the detailed descriptions of each Phase.

As noted in the tasks described above for all of the meetings, along with supporting the City in website postings at the end of each Phase, with meeting notes, pdfs, imagery, and other materials we've completed to date as required, and articles/summaries for the City's report on the Master Plan process.

Additional meetings can always occur, once we've agreed on appropriate additional services as requested.

Project Phases

PHASE ONE:

TASK 1—DEFINE THE PROBLEM

Task 1.1—Project Initiation, Communication + Outreach Strategy

Upon receipt of a signed contract or written authorization to proceed, SmithGroup will meet with project leadership to review and refine the scope of services and define the public participation process, define project milestones, refine milestone dates, and discuss anticipated format of deliverables.

SmithGroup will establish a project communication strategy, based on recommendations from project leadership, including in-person meetings and online participation as required.

As part of the project Initiation, SmithGroup will conduct the following meetings:

1. **Kick Off Meeting**

   We will meet with the Core Group to launch the planning process. The decisions made during the introductory meeting will shape the civic center project process. We will identify desired short and long-term outcomes for the project.

2. **Visioning Meeting**

   During an all-day Visioning Session, SmithGroup will introduce the planning process and communicate the schedule, process, commitment of time and resources, solicit input on campus issues, and first thoughts. This is where the strategic direction will be formulated as a team to set the framework for the remainder of the project. After the Visioning session, SmithGroup will compile the notes, graphics, and complete a booklet to finalize this milestone. Smile!

   In this session, SmithGroup will want to meet with City Departments to better understand service delivery needs. These can be 1-hour meetings after the initial feedback session. We will discuss further prior to this session but we will likely tour the campus and various city departments. Up to four (4) people from the SmithGroup team will be present at this meeting.

Task 1.2—Analysis and Assessments

SmithGroup and the project team will, concurrent with stakeholder engagement, conduct a review of available data, previous and current plans, and existing physical conditions throughout the campus and the surrounding context. This analysis will efficiently build upon previous studies to evaluate the strengths, challenges, issues, and opportunities present in the area. This analysis is expected to cover the following key topics, which have implications on desired sustainable and physical characteristics of the Civic Center and have impacts on environmental sustainability and quality of life/work.

1. Land Use & Zoning - Existing Land Use & Zoning data will be assembled off the city planning data base. It is assumed that there will be no significant rezoning required. If a specialist zoning attorney needs to be consulted, we will be able to make recommendations, however we are not anticipating this will be needed.
2. Transportation & Parking
3. Landscape & Open Spaces, including an Arborist report of all existing trees.
4. Demographics
5. Infrastructure & Sustainable Systems, including utilities, stormwater, photovoltaic, geothermal, and sustainability
6. Current space use and organization of civic center
7. Previous reports conducted 1) Needs Assessment Report (EKONA) 1997, 2) 2005 City Hall HVAC Assessment; 3) SVP Relocation Feasibility report (Hawley Peterson Snyder) 2015; City Hall Facility Condition Assessment (EMG) 2018

8. Economic Analysis
9. Review applicable codes, background & understanding (as applicable by expertise)
10. City Hall Project Financial Feasibility Report
    a. SmithGroup and the project team will assess previous plans, reports, investigate existing site for an urban or campus design strategy and prepare a Site Financial Feasibility and Economic Analysis Report with a rough order of magnitude cost.
    b. Four Alternates to be studied include:
        i. Utility Building and City Hall, with leasing for residential
        ii. Utility Building and City Hall, with no leasing
        iii. Utility Building, with no leasing
        iv. All leasing for residential or office

SmithGroup will develop an atlas of technical memos and analysis maps that identify key assets and gaps or opportunities across the topics listed above. Analysis findings will be shared with the core project team and team leadership to clarify issues and help facilitate conversation at the early stage of the process.

Task 1.3—Report to Project Manager on Assessments

In preparation for the Presentation to the Core team and for the City Council Study Session (both tasks noted below), SmithGroup will compile the analysis notes and assessment memos from all disciplines affected to present to the Project Manager for review and to incorporate into their report for City Council.

Task 1.4—Core Team Meeting

Our team will conduct an analysis, visioning, and community meeting report-out to the Core Team, and other appropriate groups and committees as determined by the City Project Manager, to solicit the City's final thoughts and commentary on the vision, principles, and goals.

In preparation for the presentation for the City Council Study Session meeting noted below, SmithGroup will meet with the Core Team to show the draft presentation and recommendations and receive commentary for potential changes to present to City Council. This meeting likely to be a WebEx.

Up to three (3) people from the SmithGroup team will be present at this meeting.

Task 1.5—City Council Study Session—Santa Clara Civic Center Master Plan & Utility Building

As part of the problem definition phase, SmithGroup will work with project leadership to develop a short presentation in order to meet with the City Council to receive comments on the Santa Clara Civic Center Master Plan & Utility Building. This session will finalize the overall Task 1, and determine the urban design and planning vision, framework, and principles to guide decision-making throughout the remainder of the master planning process.

A minimum of 3 member (maximum 4 members) of the SmithGroup team will be present at the City Council Study Session meeting.

Phase 1 Deliverables

The deliverables at the end of phase one will include:

1. Assessment & Analysis - Context, site, sustainability, market drivers, parking, connections to adjacent sites, benchmarking.
2. Statement of Vision & Goals
3. Statement of Success Criteria
4. High Level Program Document
5. Workplace Strategy: Research synopsis of government services and community demographic data
6. MEP Systems Strategies: Systems Opportunity Overlays on Site Civil Base Plans; Climate Analysis Report; Framework Comparison Matrix including established national and international masterplan sustainability frameworks as well as recommended opportunities specific to the City of Santa Clara; this may include, but not be limited to LEED, WELL, Living Community Challenge.
7. City Hall Project Financial Feasibility (Economic and Market Analysis)
8. Meeting Notes
9. Summary Analysis Presentation and Report
10. Materials for the Website as required by the City.

The meetings in Task 1 include:

1. Public Meetings:
    a. City Council Study Session (1)
    b. Public Workshop (1)
2. Other Meetings include:
    a. Kick-off and Site Visit (1)
    b. Vision Meeting (1)
    c. User Meetings (1)
    d. Core Team Meeting (1)

PHASE TWO

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Alternative Scenarios and Concept Development

SmithGroup will employ an “alternative future” scenario planning process to work with the City to develop goals and objectives, assess drivers for change, and identify sources of future uncertainty. Once these inputs are identified, the core project team, team leadership, and other stakeholders will develop and review two alternative scenarios that describe how the land use/space programming and recommended utilization and/or land use of holdings is expected to change.

These scenarios will then be used as a basis for developing conceptual-level plans and recommendations that may describe buildings, streets, infrastructure, open space, and program changes in the Civic Center study area. As part of the concept development, SmithGroup will study the following major components: City Hall, Utility Building, site improvements, open space amenities, and parking facilities; and reuse or demolition of the of the police building.

These concept plans will be assessed by the core team, project leadership, experts, community, and other stakeholders in relationship to the project goals and objectives to determine a preferred concept plan.

The vision and goals will be refined based on market criteria, sustainability requirements, and program.

Commission meetings

SmithGroup will meet in the evening at a combined special public commission meeting in order to meet with several commissions at once to give a project overview and get initial feedback. SmithGroup will lead two (2) of these meetings in this phase. The City will organize the commissions, time, and location, and SmithGroup will present all project related information through a PowerPoint presentation. Notes from these meetings will be compiled as part of the public engagement process and be inserted into the Task 1 booklet. SmithGroup assumes this meeting will not be longer than 2 hours.

Task 2.2—Architectural Concepts

Based on the anticipated Phase 1 scope, SmithGroup will provide additional concept development for the Civic Center and Utility Building. These architectural concepts will evaluate options for building height, massing, location, and be tested with the core project team and project leadership.

Task 2.3—Site Master Plan Concepts

SmithGroup will test several site scenarios. Site alternatives concepts will include:

- Building Location Alternatives
- Circulation
- Parking
- Open Space
- Sustainable Features

As part of this Task, the SmithGroup team will also conduct several community commission meetings to enable us to design two schemes that incorporate appropriate feedback on programmatic items of the site, buildings, and sustainable features.

Task 2.4—Community Open House Meeting

As part of the strategic direction phase, SmithGroup will work with project leadership to plan and format activities for this community touch point. Although the agenda and format is not set at this juncture, we would anticipate this Community touch point to be one (1) evening public community workshop where we elicit community input and feedback.

Task 2.5—Team Meeting

SmithGroup will prepare a draft presentation through WebEx to show the City Project Manager for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the Commission meetings.

Up to two (2) SmithGroup teammates will be present at this meeting.

Task 2.6—Commission Meetings

Utilizing the Phase 1 results, SmithGroup will prepare first thoughts on the architectural massing, open space of the entire campus, and circulation in order to meet with the Commissions that the City requires. We'll have initial thoughts on program, sustainability, and other topics to discuss, in order to provide initial feedback and, further develop these ideas to integrate into the final 2 alternative master plan approaches.

Task 2.7—Team Meeting

SmithGroup will prepare a draft presentation through WebEx to show the City Project Manager for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the City Council Study Session.

Up to two (2) SmithGroup teammates will be present at this meeting.

Task 2.8—Interactive City Council Study Session

As part of the iterative task of the site master plan concepts, an interactive workshop with City Council will occur to discuss key decisions. The comments during this workshop will be incorporated as needed in order to best prepare for the Community Meeting showing the Core Team and City Council's desire.

Task 2.9—Community Open House Meeting

As part of the strategic direction phase, SmithGroup will work with project leadership to plan and format activities for this community touch point. Although the agenda and format is not set at this juncture, we would anticipate this Community touch point to be one (1) evening public community workshop where we show two schemes and getting community input and feedback.

Task 2.91—Report to Project Manager on Alternatives

In preparation for the Presentation to the Core team and for the City Council Meeting, both noted below, SmithGroup will prepare a PowerPoint presentation and a memorandum to the Project Manager to incorporate into their report for City Council.

Task 2.92—Core Team Meeting

SmithGroup will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the City Council Meeting.

Up to two (2) SmithGroup teammates will be present at this meeting. This meeting could be through a WebEx only as to be determined by the City Project Manager.

Task 2.93—City Council Meeting—Deciding on Direction for final scheme

SmithGroup will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to ask direction on the Two Alternate Schemes of the Master Plan and Architectural Options.

A minimum of 2 members (up to 4 members) of the SmithGroup team will be present at the City Council meeting.

Phase 2 Deliverables

The deliverables at the end of phase two will include:

1. Two alternative concepts
2. Initial ideas on sustainability, guidelines, and implementation.
3. Preliminary phasing strategies
4. Workplace Strategy:
    a. High level program document with each department's headcount, growth, space needs summary; Adjacency diagram of departments; Workflow diagram; Current state assessment summary including key findings and insights;
    b. Refined program document based on finalized strategy
    c. Metric target for workplace components including square feet per person, collaboration space ratios, workplace standard sizes and components
    d. Planning scenarios of neighborhood and workplace kit of parts
    e. Refined workflow and overall adjacency diagrams
    f. Design principles and guidelines summary with description of implementation
5. MEP Systems Strategies:
    a. Climate, Energy, Water overlay constraint and opportunity overlays.
    b. Site MEP Plans in single line format for up to 2 scenarios
    c. Narrative and ranking matrix for comparison of each scenario
    d. Full Site Energy Analysis Report with ZNE PV sizing per scenario
6. ROM cost estimate
7. Design principles and guidelines
8. Meeting Notes
9. Summary Presentation and Booklet
10. Materials for the Website

<u>Meetings in Phase 2 will include</u>:

1. Public Meetings:
    a. Commission Meetings (4)
    b. Public Workshops (up to 2)
    c. City Council Study Session (1)
2. Other meetings include:
    a. User Group Meetings (up to 3)
    b. Core Team Meeting (1)

PHASE THREE (TASK 3 - 5)

This Phase is made of three tasks: Task 3) Program Level EIR, Task 4) Directional Plan & Implementation Strategy, and Task 5) Approve the Plan.

TASK 3—PROGRAM LEVEL EIR

The program level EIR will be developed once the strategic direction has been approved and preferred option selected (at the end of Phase Two) but prior to finalization of the design of the preferred option. The program level EIR will be developed in parallel with the Directional Master Plan (See Task 4).

The Traffic and Historic Analysis will likely start in Task 1 or Task 2 dependent upon CEQA consultant and City schedules.
See further description of this scope under Panorama under the Consultant's scope section.

TASK 4—DIRECTIONAL MASTER Plan & Implementation Strategy

Task 4.1—Master Plan + Key Topics

The team will coordinate with the CEQA team and City to set the framework for the master plan documentation.

The master plan and implementation strategy will emphasize key topics of change for the area. It is through these topics that physical and policy recommendations will be made. Each topic will explore key recommendations for long-term growth and incremental phasing of the site.

A final cost estimate will be prepared during this phase.

KEY MASTERPLAN TOPICS INCLUDE:

4.1.A BUILDINGS & ARCHITECTURE

Provide general recommendations for building form, mass, and orientation as it relates to the preferred concept plan. This topic is critical for establishing the desired character and identity for the area.

4.1.B TRANSPORTATION INFRASTRUCTURE

Assign roads within the study area to specific street typology classes that describe desired levels of service for different modes of transportation (car, commercial traffic, transit, bicycling, and walking). General recommendations for the types of improvements and need for each street type will be provided.

4.1.C PARKS AND OPEN SPACES

Develop concept level illustrations of significant open spaces along with a range of potential programming activities to activate public spaces. This includes recommended facilities and improvements.

4.1.D CONSTITUENTS

Recommend how the physical master plan can best meet the needs of key constituent groups. Recommendations may also highlight special engagement activities to maintain communication with the community.

4.1.E INFRASTRUCTURE & SUSTAINABLE SYSTEMS

Develop strategies and recommendations for physical infrastructure including needed utility capacities to support growth as well as

opportunities for sustainable design and construction practices in the project.

4.1.F ENVIRONMENTAL SYSTEMS & CEQA ANALYSIS

Develop a program-level Environmental Impact Report that covers all elements of the Master Plan with enough detail to enable the City to proceed with construction on Phase 1 of the project and include a Traffic Impact Analysis.

Task 4.2—Architectural Concepts

Final concepts will be developed to show exterior building materials, showing the site context with parking, circulation and basic landscape features. The Team will provide a digital model of the final concept designs. The final architectural concept selected will then become part of the overall site Master Plan. An Optional task includes a physical model of the building itself, or of the entire/partial site, and would be confirmed at that juncture.

Task 4.3—Building Floor Plans

Once the building height and form have been determined, floor plans for each floor of the civic center and utility building will be developed using the space programs that have already been completed. As part of this task, individual meetings will be conducted with representatives of each department to better understand staffing, the need for adjacencies, amenities, and service delivery needs.

Task 4.4—Preliminary Landscape Design

The master plan will consider unique natural and environmental considerations, account for active and passive space, develop potential programmatic opportunities, consider character of open space, propose drought tolerant landscapes, take advantage of existing mature trees, incorporate a civic plaza for community events if required, include outdoor patio spaces as appropriate, and consider opportunities for accessible green roofs.

Task 4.5—Preliminary Plan Review: Core Team Meeting

Based on the input from previous meetings, direction from committees, and final projections, the SmithGroup team will prepare a Preliminary Master Plan. This plan will combine the best components of each of the scenario planning concepts to reflect key topics outlined in Task 4.1. The purpose of the preliminary Master Plan is to establish an overall organizational strategy for the campus and reinforce the strategic ideas. SmithGroup will employ two- and three-dimensional modeling tools, cross sectional diagrams, vignettes, and simple graphical illustrations to communicate the plan components. The SmithGroup team will meet with the Core Team to introduce the

Preliminary Plan for review. SmithGroup will facilitate the discussion and confirm the content, direction, and any changes to be incorporated into the Master Plan. This plan will be utilized as the basis for the Program Level EIR.

Task 4.6—Implementation Strategy

The SmithGroup team will develop phasing and implementation plans for completion of the overall Masterplan. However, the first phase will be clearly defined, along with parking, and open space. These future phases will demonstrate what actions could happen and the interdependence of projects, highlighting new construction, demolition, and renovation; site and infrastructure improvements; modifications to roadways and parking; and civic improvements. Master plan-level cost data, potential partnership opportunities and/or funding sources will need to be discussed within the City framework and with the Community in order to support and approve the phases that would come after Phase One.

Task 4.7—Core Team Meeting: Draft EIR Briefing

Prior to the release of the Draft EIR, the team will come to the City to meet with the Core team and brief the team on the Draft EIR. Up to 1 person from SmithGroup will be there, along with the consultant, Panorama, to present this document.

Task 4.8—Draft Master Plan Report

Upon approval of the final Master Plan preferred scheme, the SmithGroup team will expand the report outline and prepare the draft Master Plan report. The draft report will record the project approach, campus and community engagement process, analyses, findings, summary of alternatives, and final Master Plan recommendations. The report will also include an appendix with analytical back up from each sub consultant. The SmithGroup team will utilize graphics prepared during the master planning process and will not create new drawings for this report. SmithGroup will introduce the Draft Master Plan during a briefing to the core team.

TASK 5—APPROVAL OF THE DIRECTIONAL MASTER PLAN

Task 5.1 —Final Report

SmithGroup will finalize the Master Plan report incorporating edits and input from the review and any changes from the EIR. This will include any updates to the cost estimate as required by the City.

The report and summary will be prepared in digital format, with color graphics, diagrams and photographs incorporated throughout the documents. Three (3) bound copies of the report, a print-ready digital file, and PDF files for posting on the Master Plan website will be prepared and delivered to the city.

The final Master Plan, and all associated recommendations, and phasing will be presented to the core team to validate the final recommendations of the planning process and discuss final documentation and submittal requirements.

Task 5.2 —Planning Commission Meeting

After the SmithGroup Team publishes the final EIR, we will work with project leadership to develop a memo or short presentation to discuss the final preferred master plan scheme, architectural concept drawings, and program level EIR. The outcome of this meeting will be the Planning Commission Certifying the EIR so we can proceed to the final City Council Meeting and approving the Final Masterplan.

A minimum of 2 members (maximum 4 members) of the SmithGroup team will be present at the Planning Commission meeting.

Task 5.3 —Core Team Meeting

SmithGroup will prepare a draft presentation to show the Core Team for feedback and commentary. With the Project Manager, SmithGroup will adjust the presentation as necessary in preparation for the City Council Meeting.

Up to two (2) SmithGroup teammates will be present at this meeting.

Task 5.4 —City Council Meeting—Approving the Final Masterplan

SmithGroup will work with project leadership to develop a memo or short presentation in order to be on the City Council Meeting agenda to request approval of the Master Plan and Architectural Options and adoption of the Final Program Level EIR.

A minimum of 2 members (maximum 4 members) of the SmithGroup team will be present at the City Council meeting.

The deliverables at the end of phase three will include:

1. Master plan concepts in report format
2. Conceptual floor plans for civic center and utility building, landscape plans, sustainable design features & phasing
3. Workplace summary narrative
4. Site MEP System Diagrams and approximate anticipated loads
5. Climate Analysis Narrative
6. Anticipated annual energy use, EUI (Energy use intensity) and operational carbon footprint for whole site
7. Anticipated site water balance including onsite water reuse if applicable
8. Draft Master Plan document & Final Master Plan document
9. Draft EIR Report & Final EIR Report
10. Digital 3D Model
11. City Hall Net Zero Evaluation and LEED checklist
12. Materials for the Website
13. Meeting notes

The meetings in Task 3 include:

1. Public Meetings:
    a. NOP Public Scoping Meeting (1)
    b. Draft EIR Meeting (1)
    c. Historical and Landmarks meeting (1)
    d. Community Development meeting (1)

The meetings in Task 4 include:

1. Public Meetings:
    a. none
2. Other Meetings include:
    a. Core Team Meeting (1)
    b. City Council Study Session (1)

The meetings in Task 5 include:

1. Public Meetings:
    a. City Council Meeting (1)
2. Other Meetings include:
    a. Core Team Meeting (1)
    b. City Council Study Session (1)

TASK 6—PROJECT MANAGEMENT & OWNER MEETINGS

Task 1-5 —Project Management & Meetings

Bi-weekly meetings will be held with the City's Project manager either by phone, WebEx, or in-person, depending on the agenda topics, and if there are other potential meetings that need to occur that same day for the benefit of the project. These bi-weekly meetings will occur within the master planning iterative process. After the third community meeting, SmithGroup will meet with the City Project manager to determine if bi-weekly meetings will be necessary, and determine when meetings should occur, since the EIR process will be happening in earnest, and some weeks, the team may not have any status updates. This can be determined at a later date, knowing that we want to remain open and communicative to the City—and at the same time be conscious of everyone's time.

CONSULTANTS

SmithGroup anticipates using the following consultants for this project:

- Watry: Parking Design
- KPFF: Structural Engineering
- Fehr & Peers: Traffic/Transportation
- Hort Science | Bartlett Consulting: Arborist
- Sherwood: Civil Engineering
- Directional Logic: Cost Planning
- Panorama: CEQA/Program Level EIR

The consultant's scopes are included below under each of their respective company names. The costs of these consultants will be borne by SmithGroup and are included in the SmithGroup projected fee in Exhibit B—Schedule of Fees.

WATRY DESIGN, INC—Parking Consultant

TASK 1—DEFINE THE PROBLEM

No Watry Scope

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Existing Conditions and Concept Design

- Watry will review the existing site and site constraints.
- Watry will review City of Santa Clara off street parking municipal code.
- Watry will study 2 on grade parking concepts and 2 structured parking concepts.
- Watry will control the stall count, circulation, entries/exits, and ramping
- Watry will coordinate with Smith Group on master planning of vehicle paths and entries/exits
- Watry shall attend meetings (one in person and two by WebEx)

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Existing Conditions and Concept Design

- Watry will assist Smith Group with EIR documentation based on the preferred option from task 2.
- Watry Design, Inc. shall attend meetings (one in person and two by WebEx)

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.1— Development of the Design of the Preferred Option

- Watry will develop the design and provide more detail for the preferred option to assist with pricing.
- Watry will provide a Basis of Design Document that will describe features and elements included in the parking. Watry will coordinate with MEP and other disciplines to create this document.
- Watry Design, Inc. shall attend meetings (two in person and four by WebEx)
- Watry will assist team with user separation/integration issues related to parking, and provide parking control recommendations
- Watry Design, Inc. will provide striping plans for the parking areas with all ADA, Cal Green Designated and EV parking depicted

TASK 5—APPROVE THE PLAN

Task 5.1— Respond to Comments

- Watry will respond to comments as needed to gain plan approval

- Watry will revise plans as needed based on comments.
- Watry will attend one meeting in person and one meeting via WebEx

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

- Watry will attend up to 2 client meetings
- Watry will manage the parking portion of the project

KPFF Consulting Engineers — Structural Engineering

TASK 1—DEFINE THE PROBLEM

Task 1.1—Project Kick-Off Meeting and Site Visit

Participate in the project kick-off meeting and visit the site to understand the existing topography and conditions.

Task 1.2—Attend Project Meetings

Participate in project meetings as needed.

Task 1.3—Develop Structural Basis of Design Narrative

Review existing site reports including geotechnical reports, existing and new. Prepare preliminary structural basis of design and include necessary/applicable code requirements and material specifications.

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Attend Project Meetings

Participate in project meetings as needed.

Task 2.2—Develop Alternative Structural Systems

Develop typical framing plan narratives for the different building types being considered. Plans will include information to assist with preliminary pricing such as steel tonnage, concrete and reinforcing sizes, wood framing, etc. These plans and information will be included in the final structural basis of design.

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Attend Project Meetings

Participate in project meetings as required and provide narratives describing structural systems of buildings if required.

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.1— Attend Project Meetings

Participate in project meetings as needed.

Task 4.2— Phasing Plans

Participate in project meetings to determine phasing plan options and opportunities that optimize the owner's goals and vision.

Task 4.3— Review Cost Estimate

Review cost estimate for structural systems portion and areas which cross over with structural such as exterior facades and MEP systems.

TASK 5—APPROVE THE PLAN

Task 5.1— Attend Project Meetings

Participate in project meetings as needed.

Task 5.2— Complete Structural Basis of Design Narrative

Provide final structural basis of design document and supplemental presentation material for final presentation.

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

Participate in project coordination, overall project management and attend meetings as needed throughout Tasks 1-5.

Fehr & Peers—Transportation Planning

TASK 1—DEFINE THE PROBLEM

As part of this task, Fehr & Peers will:

- Attend the project kick off meeting
- Perform a high-level inventory of the Civic Center site to identify key transportation conditions, issues and opportunities, including the existing pedestrian and bicycle network, design of streets and intersections, and existing site access points
- Review applicable codes and other City documents relevant to the transportation conditions of the site, including the City's General Plan, Bicycle Master Plan, and Pedestrian Master Plan
- Compile draft and final notes briefly documenting our findings

TASK 2—SET A STRATEGIC DIRECTION

As part of this task, Fehr & Peers will work with the project team to identify key site constraints from a transportation perspective for the two design concepts. We will also confirm and refine site circulation and access goals for the site, including those relating to street connections and access points, bicycle and pedestrian circulation and loading/unloading space. This will include assessing the potential for shared parking between land uses to accommodate peak parking demand and assessing opportunities for Transportation Demand Management (TDM) measures in order to reduce single occupant vehicle use.

We will also:

- Compile draft and final notes briefly documenting our findings

TASK 3—PROGRAM LEVEL EIR

Fehr & Peers will prepare a transportation analysis in support of the Program Level EIR. The scope of the analysis will be developed in concert with City staff once the master plan concepts have been developed. At that stage the extent of the changes and their implications regarding the magnitude of new traffic generation, size of the study area, and affected transportation systems will be known. Because of the Program Level nature of the EIR and CEQA changes due to SB 743, we will focus primarily on the broader project effect on the local transportation system. This will include:

- Estimating daily and AM and PM peak hour vehicle trip generation
- Estimating the new Vehicle Miles Travelled (VMT) generated by the project
- Evaluating potential changes to transit, walking and bicycling conditions, including any conflicts with existing or proposed facilities or plans
- Evaluating how the project will affect emergency vehicle access, safety and circulation

- Conducting peak-hour level of service calculations for site access intersections (fee based on 6 intersections for four scenarios)

The evaluation of peak hour operations of other intersections is not included as part of this task/fee and will be discussed with City staff after the concepts have been created.

We have budgeted 6 hours of time to respond to comments on the Admin Draft EIR in order to prepare the Draft EIR. We have also budgeted for 6 hours of time to respond to public comments on the Draft EIR. We have not assumed attendance at any public hearings as part of this task.

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

For this task we will work closely with the Project Team to identify project phasing and implementation needs relating to site circulation. We will develop the draft transportation section of the Master Plan for review by the City.

TASK 5—APPROVE THE PLAN

We have budgeted 8 hours for edits to the draft Master Plan transportation chapter to produce a final version. We will attend one Core Team meeting and one City Council meeting to present the Final Master Plan.

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Fehr & Peers has not assumed attendance at any additional project meetings beyond those specific above. Additional meeting attendance, if needed, can be accommodated as an optional task.

HortScience | Bartlett Consulting

TASK 1—DEFINE THE PROBLEM

Task 1.1—Tree assessment

Evaluate inventory of trees within the project area provided by client. Review report and map. Field verify findings. Identify opportunities and constraints.

Task 1.2—Update team on trees

Conduct site walk with project team to identify tree assets and liabilities.

TASK 2—SET A STRATEGIC DIRECTION

Task 2.2—Team support

Provide input in response to team questions.

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Team support

Provide input on existing trees in response to team questions.

Task 3.2—Team support

Provide input on proposed plant palette in response to team questions.

Task 4.1— Team support

Provide input on existing trees in response to team questions.

TASK 5—APPROVE THE PLAN

Task 5.1— Team support

Provide input on existing trees in response to team questions.

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

LAND ECON GROUP—ECONOMICS AND FISCAL ANALYSIS

TASK 1—DEFINE THE PROBLEM

Task 1.1—Project Kick-off Meeting and Site Visit

LEG will attend the project kick-off session and site visit with the team.

Task 1.2—Residential Market and Land Value Analysis

LEG's Task 1 market analysis will focus on multi-family residential. For this analysis, both condominiums and rental apartments will be analyzed for product mix, price per square foot, future price points and absorption rates. The analysis will also examine current and planned development projects in the campus vicinity, both as an indicator of market demand and as a mark of upcoming competition. We will also assemble and review recent land transaction values for residential development within the City of Santa Clara and nearby communities to provide benchmarks for the Civic Center analysis.

Task 1.6—Financial Modeling of Residual Land Values

As part of the revised Task 1, LEG will estimate land values generated by two alternatives as they apply to private development for revenue generation. The two alternatives are defined as: 1) A parcel of approximately five acres across the street from the Triton Museum, and 2) The entire developable portions of the Civic Center campus properties. The amount of land made available, the densities proposed, the parking strategies and the location of the development parcels will influence the values of the parcels created for private development. LEG will work with the Smith Group to create the appropriate concept alternatives for financial analysis.

LEG will then employ its financial model to analyze the residual land value generated by these two alternatives and translate these values into land lease revenue streams where appropriate. The following variables will be incorporated into the pro forma financial analysis: 1) land parcel area, 2) development program, 3) sales price or monthly rent per SF or per unit, 4) rate of price or rent increase, 5) absorption schedule, 6) direct construction cost for building and parking by type, 7) construction financing, 8) long-term financing, 9) debt coverage ratio, 10) project capitalization rate, 11) indirect construction cost, 12) operating cost and revenue, 13) project terminal value at the end of the analysis period, and 14) the developer's expected internal rate of return. The model also will be used to understand the financial relationships between community benefits extraction (i.e. inclusionary housing) and residual land values generated. LEG will provide a Task 1 Economics Report within approximately six weeks of authorization to proceed.

Task 1.10—City Council Study Session

LEG will attend and participate in the City Council currently scheduled for December 17, 2019.

TASK 2—SET A STRATEGIC DIRECTION

No work anticipated here unless authorized by City for the Optional Services shown in the Fee Schedule.

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

No work anticipated here unless authorized by City for the Optional Services shown in the Fee Schedule.

SHERWOOD DESIGN ENGINEERS – Civil Engineering

TASK 1—DEFINE THE PROBLEM

Task 1.1—Kickoff Meeting and Facility Tour

Sherwood Design Engineers (Sherwood) will attend one (1) kickoff meeting with the client to gather background information, discuss schedule, and begin to establish the goals for sustainable infrastructure and project program. This meeting will include one (1) site tour with the client and City personnel and project managers to gain critical insight into the existing utility infrastructure, the existing conditions at the site, current maintenance and operations, and gather background information as required. Presentations and submittal of documents at this meeting are specifically excluded.

Task 1.2—Data Collection and Project Basis of Design

Sherwood will gather available relevant data for the project site, including utilities, hydrology; topography; materials; soil data; and easements. Available information will be compiled into working base plans covering site civil related information.

Deliverables:

- Site Civil Base Plans

Task 1.3—Opportunities and Constraints

Sherwood will analyze the relevant data gathered by the team during Task 1.2 for the project site with a focus on opportunity areas for stormwater management, challenged buildable zones (based on the existence of underground facilities and input from the project geotechnical engineer) and sustainable infrastructure networks. Sherwood will pay special attention to existing and infrastructure elements that may impact building placement. We will identify opportunities for improving existing utility corridors and begin to look at opportunities for installing new corridors in a pattern that provides site plan and landscape flexibility. Sherwood will analyze drainage and stormwater management requirements and identify high level approaches that the project can take to meet them. This phase of work will ensure a comprehensive understanding of the site and allow us to develop a technical foundation to support the Design Team and City's vision through the life of the project.

Deliverables:

- Develop Opportunity and Constraints Exhibit as related to Hydrology, Green Infrastructure, and Stormwater Management.
- Develop Opportunity and Constraints Exhibit(s) as related to Underground Utility Networks.

TASK 2—SET A STRATEGIC DIRECTION

Task 2.1—Workshop #2 and Analysis

Sherwood will prepare for and attend one (1) workshop during this Task with the Design Team and City to discuss, analyze and establish the goals for sustainable infrastructure. During this meeting, Sherwood will work with the City and Design Team to discuss key opportunities around water resources and stormwater management, site hydrology, and utility services. We will work to support all aspects of sustainability including performance standards and materials for the various civil-related infrastructure elements.

Task 2.2—Alternative Scenarios

Sherwood will work with SmithGroup to establish conceptual base plans for the proposed project, with a focus on conforming the project's civil infrastructure to the opportunity areas presented by the site. Sherwood will analyze stormwater management, green infrastructure, wet utilities, and overall utility layout strategies. A maximum of two (2) alternatives will be studied by Sherwood during this task.

Deliverables:

- Develop Exhibit(s) if necessary, documenting approach to Green Infrastructure and Stormwater Management and Wet Utilities at the Campus.
- Sherwood will prepare for and attend one (1) workshop during this Task with the Design Team and City to discuss, analyze

Task 2.3—Concept Development

Sherwood will work with SmithGroup to integrate conceptual grading, stormwater management and utilities into the preferred site plan. For one (1) selected/preferred concept alternative, Sherwood will provide a conceptual utility plan for civil "wet" utilities (potable water, sanitary sewer, storm drain conveyance). This concept utility plan will include horizontal alignments for backbone infrastructure elements and major utility structures as needed. On this plan Sherwood will include Dry Utilities and Hydronic-based Utilities designed by SmithGroup. An emphasis to reduce the amount of hard infrastructure and provide sustainable solutions will be included as part of this task. This plan will organize mains, services and appurtenances and their respective surface access points to zones and corridors that maximize efficiency while striving to have the least impact on the landscape design and the pedestrian environment. Coordination with the City and Design Team will be an important aspect of both the below grade and above grade planning. Care will be taken for all proposed utility routing to meet existing municipal requirements, complement the proposed vision, improve performance and lifecycles, maximize utility-free zones, and minimize the disturbances of maintenance over time.

Sherwood will develop an approach to stormwater management and green infrastructure based on the Civic Center Concept Design. This plan will be integrated with the landscape design and include the necessary calculations to confirm that treatment can be provided as per City of Santa Clara requirements.

Sherwood will provide a conceptual grading plan that will include general pad elevations for major structures/parking areas and conform grading to existing tie in locations at roadways and property lines. General site drainage, hydrology, and sustainable stormwater management will be considered as part of the grading plan, as well as a focus to balance earthwork.

Deliverables:

- Utility Plan(s) (single line diagram format)
- Stormwater and Green Infrastructure Plan
- Grading Plan (and Earthwork Calculation)

TASK 3—PROGRAM LEVEL EIR

Task 3.1—Technical Memo

Sherwood will author a technical memo for use by the EIR consultant in the preparation of the DEIR covering drainage and stormwater management, earthwork, and wet utility systems.

Deliverables:

- Technical Memo covering Site Civil Plan Elements

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.1— Phasing and Implementation

Sherwood will work with the City and Design Team to establish a viable and constructible phasing plan for civil infrastructure items. Pertinent data from the City related to operational needs, critical utilities to remain in service, shutdown time limits, etc. will be required to efficiently and fully complete this task. Sherwood will provide a brief memorandum and supporting diagrams (if required) to be input into the overall phasing plan to be compiled by SmithGroup.

Task 4.2— Cost Estimate Support

Sherwood will provide input at a master plan level for civil engineering items including grading, drainage and wet utilities for as the project Cost Estimator prepares the project cost estimate. Sherwood will be available to work with the project cost estimator to answer questions and clarify assumptions.

Task 4.3— Master Plan Draft

Sherwood will prepare notes and single line diagram exhibits to cover the following key elements:

- Demolition (narrative only)
- Grading & Earthwork
- Drainage & Stormwater Management
- Domestic and Fire Water
- Sanitary Sewer

The Sherwood team will coordinate with other Design Team members as required to develop the master plan.

TASK 5—APPROVE THE PLAN

Task 5.1— Final Plan Edits

Based on the input received from the City of Santa Clara, Sherwood will revise and resubmit the Draft Documents to SmithGroup.

Deliverables: Text edits in Microsoft Word format.

Task 6—Project Management & client meetings

Task 6.1—Project Management & Client Meetings

Sherwood will attend the following meetings:

- Workshop #2
- Project Kickoff and Site Visit
- Facilities User Meeting

Directional Logic – Cost Consulting Services

TASK 1—DEFINE THE PROBLEM

- Prepare preliminary Program Cost Plan for up to three (3) program/prioritization/masterplan alternatives based upon program space plans, available existing conditions and site information. The cost plan will be prepared as Rough order magnitude cost per square foot of the space program and for various building systems upgrades.
- Participate in discussions of initial cost plan and incorporate initial revision
- Assist with project related construction costs including soft costs such as A/E fee, owner's administration, FF&E, insurance and permitting, and project contingency, if necessary.
- Participate in video conferences with the design team as needed
- Attend City Council Study Session December 17, 2019

TASK 2—SET A STRATEGIC DIRECTION

Task 2.5 - Confirm Program/Refine Goals/Vision/Principles

- Prepare preliminary Program Cost Plan for up to three (3) program/prioritization/masterplan alternatives based upon program space plans, available existing conditions and site information. The cost plan will be prepared as Rough order magnitude cost per square foot of the space program and for various building systems upgrades.
- Participate in discussions of initial cost plan and incorporate initial revision
- Assist with project related construction costs including soft costs such as A/E fee, owner's administration, FF&E, insurance and permitting, and project contingency, if necessary.
- Participate in video conferences with the design team as needed

TASK 3—PROGRAM LEVEL EIR

Task 3.1— Project Understanding, meet with City, review Schedule

- Stay abreast of the project development, provide cost advice as necessary
- Participate in video conferences and in person meetings with the design team as needed

TASK 4—DIRECTIONAL PLAN & IMPLEMENTATION

Task 4.4— Final Master Planning Cost Plan

- Prepare a comprehensive master planning Cost Plan based upon programming report, 3D model, stacking diagrams, phasing plans and final master planning documents and presentation. The cost plan will be prepared in System format for comparison to benchmark cost data and to prepare for design stage cost management.
- Compare and align cost opinions with funding program, if any
- Facilitate an early alignment process with project key stakeholders to maintain a balanced expectation of project/program requirements, the design and funding capabilities with the ultimate goal of the City of Santa Clara.
- Participate in discussions of initial cost plan and incorporate initial revision
- Assist with project related construction costs including soft costs such as A/E fee, owner's administration, FF&E, insurance and permitting, and project contingency, if necessary.
- Prepare a final master planning Cost Plan based on preferred option/priority list
- Participate in video conferences and in person meetings with the design team as needed

TASK 5—APPROVE THE PLAN

Task 5.1— Final Edits and final documentation (as needed) including updates to Cost Estimate as required by City

- Provide update to the Master Planning Cost Plan based on feedback from the City
- Participate in video conferences and in person meetings with the design team as needed

TASK 6—PROJECT MANAGEMENT & CLIENT MEETINGS

Task 6.1—Project Management & Client Meetings

- Participate in video conferences and in person meetings with the design team as needed

Panorama Environmental – CEQA

TASK 3—PROGRAM LEVEL EIR

Task i —Project Understanding and Description, Meet with City, and Review Schedule

Task Description
Panorama will work closely with the design team, initiating and maintaining early coordination during preparation of the City of Santa Clara Civic Center Concept Plan (Concept Plan). During initial development of the Concept Plan, Panorama will provide input regarding pertinent environmental considerations. Panorama will begin preparation of the project description prior to finalization of the design option.

The construction methods, the phasing for the buildings proposed for demolition, the design and locations of the proposed new buildings, and other site improvements will be detailed to the fullest extent feasible while providing the greatest flexibility for future buildout in the Project Description. We assume that the design team will prepare and provide design graphics, such as elevation profiles, which will be used in the Project Description. Panorama will prepare regional, location, and site graphics for inclusion in the Project Description. Panorama will submit a draft of the Project Description to SmithGroup and the City for one round of review each. SmithGroup will have 1 week and the City will have 2 weeks to review the Project Description and provide questions or comments. Panorama will address these questions and comments and the revised Project Description will be used for the Administrative Draft EIR.

This task includes attending one kick-off meeting either at the site or at SmithGroup JJR's office, attended by the Panorama Project Manager and Project Director.

Deliverables

- 1 electronic copy of the draft Project Description

Assumptions

- Panorama will not attend any of the community meetings on the design; the design team will provide detailed notes
- The design team will provide the design option details and the proposed design graphics for the Concept Plan for incorporation into the project description
- The design team will provide all information related to construction, including types and number of equipment, total personnel, construction phasing, total excavation amounts and depths, etc.
- Panorama will prepare regional, location, and site graphics in GIS
- The City will provide comments and edits on the draft Project Description within 2 weeks of receiving the draft

Task ii —Traffic Impact Assessment Review

Panorama will coordinate with Fehr & Peers during preparation of the Traffic Impact Assessment (TIA) to ensure consistency of project details and that the TIA provides adequate detail for the CEQA analysis. Time has been allocated for ongoing coordination and two reviews of the draft TIA.

Task iii —Historic Resources Evaluation

Task Description

Six buildings (City Hall East Wing, City Hall West Wing, and four office buildings), landscape features, and objects (including the Universal Child and St. Claire statues) are located within the project site. The buildings, associated landscape, and objects have not been previously evaluated or designated under any local, state or national historic resource criteria. The Concept Plan would include demolition of several buildings, features, and changes to the landscaping on the project site that may include potentially eligible historic resources. These buildings, associated landscape, and objects will be evaluated for historical significance. Reports and maps pertaining to the site development and history will be reviewed. A field survey will be conducted to collect photographs of buildings older than 45 years, related landscape features, and objects. The integrity of the buildings will be assessed. Modern buildings (less than 45 years old) will also be photographed and briefly described in the report. An Historic Resources Evaluation Report (HRER) will be prepared detailing the historic context statement, physical description of the buildings and landscape, and evaluation under California Register of Historic Resources criteria. Documentation will include preparing California Department of Parks and Recreation (DPR) 523 forms (Primary Records and/or Building, Structure and Object Records as necessary) for the Santa Clara Civic Center (buildings, landscape, and objects) with appropriate maps, site plans and photographs. An Impacts and Mitigation analysis will be prepared as per the CEQA requirements if any project area buildings or landscape features are identified as eligible historic resources under CEQA. The Impacts and Mitigation section will evaluate “significant effects” using the CEQA criteria of “substantial adverse change” for determining the significance of impacts on historic resources. Measures to mitigate the effects will be presented and analyzed for each significant project effect identified. Impacts may be significant and unavoidable. Time has been allocated for one round of review of the HRER by the City. The HRER will be provided as a separate report and appended to the EIR.

Deliverables

- 1 electronic copy of the draft HRER
- 1 electronic copy of the final HRER

Task iv —Other Technical Studies

Task Description

Prepare Air Quality and Greenhouse Gas Analysis

Construction activities would generate air pollutant and greenhouse gas emissions. Operation of buildings with larger footprints could generate greater air pollutant and greenhouse gas emissions than under existing conditions. Panorama will prepare the

air quality and greenhouse gas calculations using the California Emissions Estimator Model (CalEEMod) version 2016.3.2. Emissions will be compared against Bay Area Air Quality Management District (BAAQMD) CEQA thresholds. If criteria pollutant or greenhouse gas emissions generated during construction or operation are significant, mitigation will be prepared to reduce impacts. The emissions with mitigation will also be presented in the analysis. The analysis will be presented in the EIR directly, with the assumptions and results of the model runs provided in an appendix to the EIR. A separate report is not included.

Panorama assumes that all necessary information required to complete this analysis, including duration of construction, size of existing buildings, size of proposed buildings, size of new parking lots, etc. will be provided by the time the NOP is published in order to meet the project schedule.

Prepare Health Risk Assessment

Sensitive receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site. Construction activities, particularly use of heavy equipment and demolition of the existing City Hall building, could generate toxic air contaminants (TACs) that could affect nearby sensitive receptors. Operation of generators and other operational sources could also expose adjacent sensitive receptors to pollutants. Panorama will prepare a health risk assessment to support the air quality analysis of the Concept Plan. Exposure of nearby sensitive receptors to TACs from construction will be estimated using the United States Environmental Protection Agency's AERMOD (atmospheric dispersion modeling system). Dispersion modeling with the emissions produced by CalEEMod will be conducted using AERMOD and hourly meteorological data from the most representative monitoring station to predict TAC and fine particulate matter exposures associated with construction. The cancer risks associated with modeled construction-period diesel particulate matter concentrations will be computed following the BAAQMD risk management policy guidance. The risks will be compared against BAAQMD CEQA thresholds (i.e., cancer risk of 10 in one million, non-cancer hazards and $PM_{2.5}$ concentration). Cumulative risk from project construction and nearby sources will also be computed. Impacts and mitigation will be defined for any significant health risks. The analysis will be presented in a brief memo, the contents of which will be fully summarized in the EIR.

Prepare Phase 1 Environmental Site Assessment

A preliminary review of the California State Water Resources Control Board GeoTracker and California Department of Toxic Substances Control EnviroStor websites did not yield any open hazardous sites adjacent to the project site. Due to the presence of potential hazardous materials sites, proposed ground-disturbing activities, and construction of new buildings on the project site, a Phase 1 Environmental Site Assessment (ESA) will be conducted.

Readily available information regarding the history of the project site, including historic aerial photographs, and maps will be reviewed. Readily available regulatory agency publications and files will be reviewed. Individuals familiar with the project site and

regulatory officials will be interviewed, if available. A walk-through of the site and a drive-by of the nearby vicinity will be performed. Recognized environmental conditions will be evaluated. Appropriate conclusions and recommendations will be developed as appropriate. If additional studies are needed (such as a Phase II Investigation or Evaluation for Asbestos-containing materials and lead-based paint) we assume that this work will be identified in mitigation and will be performed prior to construction. Additional studies and work are not included in this scope of work. The Phase I ESA will be provided as a separate report and appended to the EIR.

Prepare Noise and Vibration

Sensitive noise receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site boundary. An urgent care center, museum, child-care centers, and school are located within 1,000 feet of the project site. Demolition and construction activities would temporarily increase ambient noise levels in the vicinity of sensitive noise receptors. Equipment and vehicle use would generate vibration that could affect potentially historic buildings on the project site. Ambient noise levels would be recorded at select locations within the project site and near off-site sensitive receptors. Short-term ambient noise data would be collected from no more than four locations and long-term ambient noise data from no more than one location would be collected. Operational activities could increase noise from relocation of mechanical equipment and increases in vehicle trips. The noise levels during construction and operation would be estimated and the potential for effects identified. As necessary, mitigation measures will be developed to ensure conformance with established noise standards during construction. The analysis will be presented in the EIR directly. A separate report is not included.

Cultural Records Search

Sensitive noise receptors in the vicinity of the project site include single- and multi-family residences located within 200 feet of the project site boundary. An urgent care center, museum, child-care centers, and school are located within 1,000 feet of the project site. Demolition and construction activities would temporarily increase ambient noise levels in the vicinity of sensitive noise receptors. Equipment and vehicle use would generate vibration that could affect potentially historic buildings on the project site. Ambient noise levels would be recorded at select locations within the project site and near off-site sensitive receptors. Short-term ambient noise data would be collected from no more than four locations and long-term ambient noise data from no more than one location would be collected. Operational activities could increase noise from relocation of mechanical equipment and increases in vehicle trips. The noise levels during construction and operation would be estimated and the potential for effects identified. As necessary, mitigation measures will be developed to ensure conformance with established noise standards during construction. The analysis will be presented in the EIR directly. A separate report is not included.

Deliverables

- Phase I ESA
- Note that remaining analyses will be reported directly in the EIR, under task vi

Assumptions

- Panorama assumes that the design team will provide illustrations of the Concept Plan to illustrate the mass and height for use in the EIR analysis. Panorama assumes that the illustrations will be provided to us by the time the NOP is published in order to meet the project schedule.
- Panorama assumes that the design team will provide a finalized arborist report prior to the NOP. No additional tree surveys or biological surveys are included in our scope of work
- Panorama will not conduct additional biological field studies. We assume that avian surveys will be conducted as part of pre-construction mitigation (not included in this scope of work).
- Archaeological field surveys are not needed as the project site has previously been disturbed. Mitigation will be included in case of accidental discovery.
- Illustrations, including visual simulations, that can be used to conduct the visual analysis in the EIR will be provided by the design team and are not included in our scope.
- Panorama assumes that no tribes have requested AB 52 consultation. Should a tribe request notification, Panorama can prepare and submit a consultation letter to the City. The City will be responsible for mailing out the AB 52 consultation letter and any further tribal consultation.
- It is assumed that environmental lien documents (Preliminary Title Report) are needed for only two APNs. Additional environmental lien documentation can be sought for additional cost
- Recommendations provided in the Phase I ESA, such as for preparation of a Phase II ESA or a survey for asbestos and lead paint, will be included as pre-construction mitigation and are not included in this scope.
- Geotechnical studies will be included as pre-construction mitigation and are not included in this scope of work.

Task v —NOP and Public Scoping Meeting

Task Description

Panorama will prepare the Notice of Preparation (NOP) for the Concept Plan. The NOP will be submitted electronically to the City to review and publish. The NOP will be a simple notice, following a format provided by the City. We have not included the preparation of an Initial Study (IS) with the NOP, as it is assumed that an EIR is the appropriate document. We have included an optional task (Optional Task 1) to prepare all other required notices (NOC, County Clerk notice, newspaper notice) and distribute.

Panorama will prepare for and lead a scoping meeting during the public review of the NOP. This task includes the securing the venue, preparing all the scoping materials, preparing a presentation, and leading the meeting. Two staff from Panorama will attend. The task includes budget for a transcriptionist. Panorama will also prepare a Scoping

Report that summarizes the scoping process including the comments received and the topics to be addressed in the EIR.

Deliverables

- 1 electronic copy of the draft NOP to the City
- 1 electronic copy of the final NOP to the City
- Public meeting materials
- Scoping report – one copy, no draft or final, electronic only

Assumptions

- The City will publish the final NOP and provide appropriate NOP notification/mailings
- No Initial Study will be prepared by our team
- The design group would provide large-format graphics to be used at the scoping meeting
- The City would pay or reimburse any fees associated with securing a meeting location
- No refreshments will be provided at the meetings

Task vi —Draft Program EIR

Task Description

Prepare Administrative Draft EIR

Overview. Panorama will prepare the Administrative Draft EIR (ADEIR) incorporating the technical studies to address the Concept Plan. The ADEIR will be consistent with Appendix G of the California Environmental Quality Act (CEQA) Guidelines. The EIR will address each of the environmental parameters identified in the CEQA checklist. The scope and content of each chapter is described here.

Section 1 – Introduction

The Introduction will present an overview that describes the Concept Plan, the purpose of the EIR, a summary of the EIR review and approval process, the format of the EIR, permits required for Concept Plan implementation, and a brief summary of the key areas of environmental concern received in written comments during the scoping period.

Section 2 - Project Description

The Project Description will present a detailed description of the Concept Plan, as described under Task 1.

Section 3 - Environmental Analysis

Overview. The Environmental Analyses section of the EIR will describe the existing environmental and regulatory setting for the project site and Concept Plan, followed by analysis of the direct and indirect impacts of the Concept Plan implementation, focusing on significant impacts. Mitigation measures will be designed to eliminate or reduce any potentially significant environmental impacts to less than significant levels.

The basis of all thresholds of significance is presumed to be those outlined on the CEQA Checklist. Mitigation measures will be developed based on industry standards and City practice, if relevant.

The EIR will be focused on the key resource areas with potential for effects. Several topics with no impacts (or very limited impacts) will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR. The scope of analysis for the key environmental parameters affected by the proposed project follow.

Topics Dismissed in the Introduction to the Environmental Analysis Chapter

- **Agriculture and Forestry Resources.** Historically the project site was used for agricultural uses, including orchards. No current agricultural uses or forestry uses are located on the project site.
- **Mineral Resources.** Existing uses on and adjacent to the project site do not extract mineral resources.
- **Wildfire.** The project site and surroundings are not classified as within a very high fire hazard severity zone.

Topics to be Addressed in the EIR

Aesthetics. The Concept Plan would define the redevelopment of the project site with modern buildings to provide greater security, up to date technology, increased meeting space, and an Electric Operations Center. The proposed replacement buildings and renovations would be visible from adjacent properties, El Camino Real, Civic Center Drive, Warburton Avenue, Lincoln Street, and Monroe Street.

The design team will provide illustrations and visual simulations of the full Concept Plan buildout that will be appropriate to use in the aesthetics analysis. The aesthetic analysis will qualitatively describe the visual changes associated with the new design, layout, and landscaping. We assume that given the nature of the project as a modernization with integrated and thoughtful design, visual impacts would not be significant.

Air Quality. Panorama will quantify the air pollutant emissions generated during construction and operation, as described in Task 3. Construction of the Concept Plan would be expected to generate short-term construction related emissions from earthmoving operations and use of equipment and vehicles. The replacement and expansion of buildings on the project site and increase in employees and visitors could increase operational emissions. A health risk assessment will be conducted to identify the impacts of air pollutants generated during construction and operation on sensitive receptors adjacent to the project site (as described in Task 3). Panorama will identify mitigation measures to reduce emissions to the extent feasible within the context of current technology.

Biological Resources. The biological resources section of the EIR will address the existing setting, which is characterized as a developed, suburban, and landscaped area. Panorama will run a California Natural Diversity Database query to determine special-status species with potential to occur in the area; however, given the developed and maintained nature of the site, we assume that none are found other than potential avian species. The Biological Resources section will summarize the results of the Arborist Report and the potential for avian species to occur and be impacted by the project construction and operation. Mitigation will be defined to minimize effects.

Cultural and Tribal Cultural Resources. The cultural resources analysis will focus on the evaluation of the buildings, landscape, and objects on the project site as historic resources. The prehistoric and historic setting will be described. The impact assessment will address the potential for discovery of a previously unknown archaeological resource and standard mitigation will be included.

The impact assessment will also summarize the findings of the HRER (as described in Task 3), including the eligibility of the existing buildings and complex for inclusion in the California Register of Historic Places. If found eligible, the impacts to the resource will be defined and mitigation prescribed. We assume that no redesign of the site would occur and that the City would prepare Overriding Considerations for the significant unavoidable impact. The requirements of AB 52 and the process followed will be included in the section (as described in Task 3).

Geology and Soils. The environmental setting will address the fault zones in the vicinity of the site and the geology and soils on the project site will be researched and reviewed to determine potential geologic hazards. The analysis will address at impacts related to seismic hazards and soils hazards. Appropriate mitigation measures will be proposed to reduce impacts due to the geology and soils, including requiring geotechnical evaluations.

Hazards and Hazardous Materials. Existing and prior uses on the project site may have included the use and/or accidental spill of hazardous materials which could have contaminated soil and groundwater. The results of the Phase I ESA (as described in Task 3) will be incorporated into the analysis. Recommendations identified in the Phase I ESA will be incorporated as mitigation measures, which may include further detailed investigation, soils remediation or special handling and disposal for soils contaminated from previous agricultural uses, etc.

Hydrology and Water Quality. The Concept Plan could change the project site hydrology resulting in flooding or water quality impacts. Groundwater is expected to be deep in the project area. The environmental setting will describe the current surface drainage patterns in the area and the groundwater characteristics. Panorama will quantify the net change in impervious surfaces, based on the proposed Concept Plan, to determine whether runoff would increase. Impacts to groundwater will also be assessed. Mitigation measures will be developed as applicable to ensure compliance with applicable water quality standards and City requirements. No hydrologic modeling

is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.

Land Use and Planning. The Concept Plan could include buildings which do not conform with existing zoning requirements, specifically taller buildings than permitted. If this occurs, the Concept Plan could require variances or conditional use permits. The environmental setting will describe the existing land uses and allowed land uses. The impacts will evaluate the Concept Plan's conformance with applicable provisions of the General Plan and Zoning Ordinances within the context of the CEQA Checklist.

Noise. The Concept Plan would include demolition and construction adjacent to residences. The baseline noise environmental will be presented in the environmental setting, based on the results of the noise studies described in Task 3. The impact assessment will be presented in the EIR as described in Task 3. Mitigation will be identified to minimize effects, where possible.

Population and Housing. The number of employees on the project site is expected to increase with buildout of the Concept Plan. Potential indirect impacts on local and regional population and housing will be addressed.

Public Services. The size of the buildings and number of Civic Center employees on the project site is expected to increase with buildout of the Concept Plan. Potential direct and indirect impacts on public services will be addressed.

Recreation. Buildout of the Concept Plan is anticipated to result in some minor redesign of the Civic Center Park. Impacts from the redesign of this park and on local availability of recreational facilities will be addressed. Mitigation will be defined to minimize effects.

Traffic and Transportation. Fehr & Peers will prepare a TIA (under separate contract to SmithGroup). The Concept Plan has the potential to change on-site circulation and access to the project site. Buildout of the Concept Plan will increase the number of vehicles traveling to and from the project site. We assume that the TIA will provide information regarding potential traffic impacts on area streets and on- and off-site circulation. The environmental setting will address the existing traffic patterns and parking on site. Impacts and recommendations from the TIA will be summarized in the EIR section.

Utilities and Service Systems. The current utility needs, including electricity, wastewater, water, and telecommunications will be described. The City and SmithGroup will provide data on existing and projected utility use. The impact analysis will address both temporary and permanent changes in utility needs. A temporary increase in demand for water could occur during construction, due to the need for dust control water. Due to the age of the existing Civic Center buildings, although buildout of the Concept Plan would increase the size of the buildings, operational impacts are expected to be positive and less than significant. Mitigation will be defined as needed.

Energy Resources. The environmental setting will provide information on energy resources in general. The impact assessment will address the impacts of demolition and construction, including a qualitative assessment of fuel used for demolition and creation of building materials. The impacts assessment will qualitatively address the impacts of energy savings through design features for the life of the new buildings. Due to the age of the existing Civic Center buildings, although buildout of the Concept Plan would increase the size of the buildings, operational impacts are expected to be positive and less than significant. Mitigation will be defined, if needed.

Section 4. Alternatives to the Proposed Project
The alternatives section will address alternatives to the entire Concept Plan that would avoid significant effects and still meet the basic objectives of the Concept Plan. CEQA requires identification of a No Project Alternative and an Environmentally Preferred Alternative as part of this analysis. We will prepare a list of alternatives considered but rejected by coordinating with the design team to understand options that they had considered. We assume that no more than three alternatives will be carried forward for analysis in the EIR. Alternatives could include, but are not limited to, an option that includes more renovation of existing buildings versus total rebuild, reduced scale of buildings, etc. The effects of the alternatives will be addressed in comparison to the proposed project. The alternatives will not be assessed at the same level of detail as the proposed project, in accordance with CEQA.

Section 5. Cumulative Impacts and Other CEQA Considerations
CEQA requires that an EIR discuss cumulative impacts of a project when the project's incremental effect is cumulatively considerable, as defined in 14 CCR Section 15130. Where a lead agency is examining a project with an incremental effect that is not "cumulatively considerable," a lead agency need not consider that effect significant but shall briefly describe its basis for concluding that the incremental effect is not cumulatively considerable. Section 5 will address the cumulative impacts of the Concept Plan when combined with a list of past, present, and probable future projects. The City will provide a list of approved and pending projects within 1 mile of the project site. Panorama will consult other applicable agencies to compile a cumulative project list.

Section 6. Report Preparation
The Report Preparation section of the EIR will list the preparers of the EIR, the public agencies that were consulted, and the members of the public involved in the EIR process.

Section 7. References
The References section will list the sources of information used in the preparation of the EIR.

Screencheck Draft EIR
Panorama will address and incorporate City comments on the Administrative Draft EIR and prepare the Screencheck Draft for City review. The Screecheck Draft will include

the Mitigation Monitoring and Reporting Plan (MMRP) for the project. The MMRP will be included as an appendix. We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved.

Draft EIR
Panorama will incorporate City comments on the Screencheck Draft and produce an electronic copy of the Draft EIR for public review.

Deliverables
- 1 electronic copy of the ADEIR
- 1 electronic copy of the Screencheck Draft EIR with tracked changes
- 1 electronic copy of the Draft EIR will be provided broken up by Chapter for ease of use on the City's website
- 1 collated electronic copy of the Draft EIR will be provided for ease of distribution

Assumptions
- Panorama will not provide printed copies of any deliverable, only electronic copies
- The City will conduct their review of each deliverable within 2 weeks
- The EIR will be focused on the key resource areas with potential for effects. Topics with no impacts will be discussed briefly in the introduction to the environmental analysis and then not discussed any further in the EIR.
- We assume that no redesign of the site would occur and that the City would prepare Overriding Considerations for the significant unavoidable impact.
- No hydrologic modeling is included. We assume that the buildings will be supplied with municipal water and there will be no dependence on groundwater.
- We assume that no more than three alternatives will be carried forward for analysis in the EIR.
- The City will provide a list of approved and pending projects within 1 mile of the project site
- We assume no major changes will need to be made to the analysis, no new technical topics added to the EIR, and no new studies or modeling will be required based on comments from the City. We assume all comments will be provided electronically, compiled into one document, with track changes and comment bubbles from all reviewers. We assume the City will consolidate comments if multiple reviewers are involved.
- We will communicate with the City by email and phones as needed to understand and show that we have addressed comments.
- This task includes periodic calls with SmithGroup to update on the project status. Scheduled project calls (such as weekly or biweekly) are not included. We assume that email updates will be provided

- This task also assumes periodic calls with City staff to discuss issues, provide updates on mitigation, etc.

Task vii —Public Meeting on the Draft EIR

Task Description
Panorama will plan for and lead a public hearing on the Draft EIR. Panorama will be responsible for all aspects of planning the public meeting, including:

- Securing the meeting venue
- Preparing all the meeting materials such as sign in sheets and brochures
- Attending a planning meeting with City staff to discuss and strategize for the meeting
- Preparing a presentation that goes through one round of review with the City
- Set up and break down the meeting
- Have two staff attend the meeting

Assumptions
- We assume that the City will prepare the Notice of Availability, newspaper notices, the Notice of Completion, and will package and mail the EIR to the State Clearinghouse and any interested parties or agencies. Optional Task 1 is included should the City wish for Panorama to conduct noticing.
- Our scope does not include preparing any printed copies of the document or Executive Summary.

Task viii —Final Program EIR

Task Description
Overview
The Final EIR will consist of an Introduction, a list of agencies and entities that commented on the Draft EIR, Responses to Comments, Errata, and Mitigation Monitoring and Reporting Program. This task includes preparation of the Findings and Overriding Considerations document.

Prepare Administrative Final EIR
The Administrative Final EIR (AFEIR) will include the Introduction, Response to Comments (with City comments incorporated), and the Errata section. The Introduction will summarize the proposed project and the environmental review process. The Responses to Comments chapter will include the comment letters followed by responses. Panorama will review comments received on the Draft EIR and prepare a list of commenters and their affiliation. Panorama will give each letter an alpha designation and each individual comment will receive an alpha-numeric designation. The comments will be reviewed to determine if any changes need to be made to the Draft EIR. Master responses will be prepared for multiple similar comments to avoid repetition (if warranted). Each substantive comment will receive a response.

The Errata chapter presents corrections or clarifications to the Draft Program EIR based on comments received. Panorama will prepare a Mitigation Monitoring and Reporting Program that will identify each significant impact and mitigation measures. The implementation responsibility, monitoring responsibility, and timing and performance standards will be detailed for each specific mitigation measure. The Draft EIR will not be reprinted fully as part of the Final EIR.

Prepare Screencheck Final EIR
Panorama will incorporate City comments on the AFEIR and prepare a Screencheck Final EIR. We assume that the City will provide one consolidated set of comments in electronic format only including track changes and comment bubbles.

Prepare Final EIR
Panorama will incorporate comments on the Screencheck Final EIR and prepare the Final EIR.

Findings and Overriding Considerations
Panorama will prepare the Findings and Overriding Considerations for the Planning Commission Hearing. The Findings and Overriding Considerations would include, at least, the following:

- A summary of the project
- A summary of the environmental review process and public participation
- The environmental impacts facts and findings, including impacts that would be less than significant, that would be less than significant requiring mitigation, and that would be significant and unavoidable
- The project alternatives
- The statement of overriding considerations, including the project benefits

Deliverables
- 1 electronic copy of the first draft AFEIR with Responses to Comments
- 1 electronic copy of the second draft AFEIR with Responses to Comments
- 1 electronic copy Screencheck Final EIR
- 1 electronic copy of the draft Findings and Overriding Considerations
- 1 electronic copy of the final Findings and Overriding Considerations

Assumptions
- No more than 40 unique comments will be received and addressed on the Draft EIR. Each letter may have multiple unique comments, but the total number of comments will not exceed 40
- No new studies will be needed as a result of the comments
- No substantial changes to the EIR will occur as a result of the comments that would require recirculation, including no changes to the proposed project or design that would require recirculation.
- Panorama will not provide printed copies of any deliverable, only electronic copies

- The City will conduct their review of the first draft AFEIR with Responses to Comments within 3 weeks
- The City will conduct their review of the second draft AFEIR with Responses to Comments within 2 weeks
- The City will conduct their review of the Screencheck Final EIR within 2 weeks
- The City will provide a format or example of a previous Findings and Overriding Considerations document, if desired
- The City will comment on the draft Findings and Overriding Considerations in 2 weeks and provide one consolidated set of comments in electronic format
- Panorama would communicate with the City by email and phones as needed to understand and show that we have addressed comments.

Task ix — Historical and Landmarks Commission Meeting

Task Description
Panorama's architectural historian will be present to answer questions at the Historic Landmark Commission Hearing, but we assume that City Staff will prepare and give the presentation, if needed.

Assumptions
- Panorama will not prepare or give a presentation at the Historic Landmark Commission Hearing, but will only be present to answer questions, if they arise. Panorama assumes that the City Staff will present the project to the Commission.

Task x —Community Development Hearing for Approval of Final EIR

Task Description
Panorama's Project Manager will be present to answer questions at the Planning Commission Hearing, but we assume that City Staff will prepare and give the presentation, if needed.

Assumptions
- Panorama will not prepare or give a presentation at the Community Development Hearing, but will only be present to answer questions, if they arise. Panorama assumes that the City Staff will present the project to the Commission.

Optional Task 1 —Notices and Mailings

Task Description
Prepare and Distribute Notices
Our current scope assumes that the City will prepare all notices except the NOP, which our team would prepare an electronic copy of. This task includes preparation of the remaining notices as well as distribution.

- Notice of Completion for the NOP to be submitted to the State Clearinghouse

- Notice of Availability and Notice of Completion for the Draft EIR to be provided to the State Clearinghouse and County Clerk
- Newspaper notices for public hearings and the availability of the Draft EIR

Prepare Mailings
This task would include preparation of the mailings for the project, including:

- The NOP and NOC to the State Clearinghouse for the NOP
- The Notice of Availability and NOC to the State Clearinghouse for Draft EIR, including the Executive Summary of the Draft EIR with 15 copies printed and disks of the full document
- Direct mailings of the Draft EIR to neighboring properties in disk format or postcard with link to a website where the Draft EIR is available (we can host).
- Notice of Availability of the Final EIR
- Direct mailing of a disk or postcard to commenters and interested parties, with link to a website for the Final EIR.
- Notice of Determination provided within 5 days of the approval of the EIR to the State Clearinghouse

Assumptions
- No printed copies of the Draft and Final EIR are included
- Any fees would be paid by the City

ASSUMPTIONS
SmithGroup assumes that the following information required for the performance of SmithGroup's work shall be provided by the Client:

1. Maintenance Report of existing buildings, for last 3 years
2. Existing condition surveys and tree surveys (in excel)
3. Final Topographic survey including Boundary Surveys and/or title maps
4. Geotechnical investigation and reports (if applicable)
5. Soils report (if applicable)
6. Data and information on the site and environs, existing infrastructure, government regulations, and other information as noted in the scope of work
7. Copies of previous studies and preliminary design for the property (if applicable)
8. Market information and other relevant research materials (if applicable)
9. Other information when requested, when readily available
10. Liaison with Jurisdictional Agencies
11. Governmental Approvals
12. Work to be performed by Client and other consultants as noted in the scope of work, including, but not limited to regulatory compliance services
13. Timely review by Client on generated reports—2 weeks
14. Timely review of PowerPoint or Memorandums—2 days
15. All other assumptions are outlined in the body of this "Attachment A"
16. Any enhanced structural performance objectives for specific building types
17. Parking inventory (if available)
18. Boundary Surveys, Deeds, Title Reports and other title related documents or notes

EXCLUSIONS
The following services and products are not included with this contract:

1. Survey of the site which includes topography, tree locations, infrastructure, titles and other needs for a complete survey to use for future construction documentation
2. Tasks as indicated to be performed by others
3. Cost estimating, beyond the current scope noted
4. Bidding and negotiating services
5. Services or products requested beyond the Scope of Work and or Limit of work
6. Fees: payment for governmental permits, application fees, processing fees, and plan check fees
7. Geotechnical and hydrological reports
8. Agricultural / horticultural soil testing
9. Fine grading and drainage design and construction documentation
10. Irrigation design
11. Water feature design
12. Signage design
13. Site lighting design
14. Waterproofing

15. Agency Plan Checking Processing
16. As Built Drawings
17. Conceptual design drawings of adjacent intersections or streets
18. Title Research Cost reconciliation with cost opinions provided by a Third Party
19. Facilitation of formal Value Engineering (by Certified Value Specialist) and Risk Workshops
20. Costing of temporary relocation of staff and/or building content, operational costs, project financing and legal, and Life cycle cost analysis.

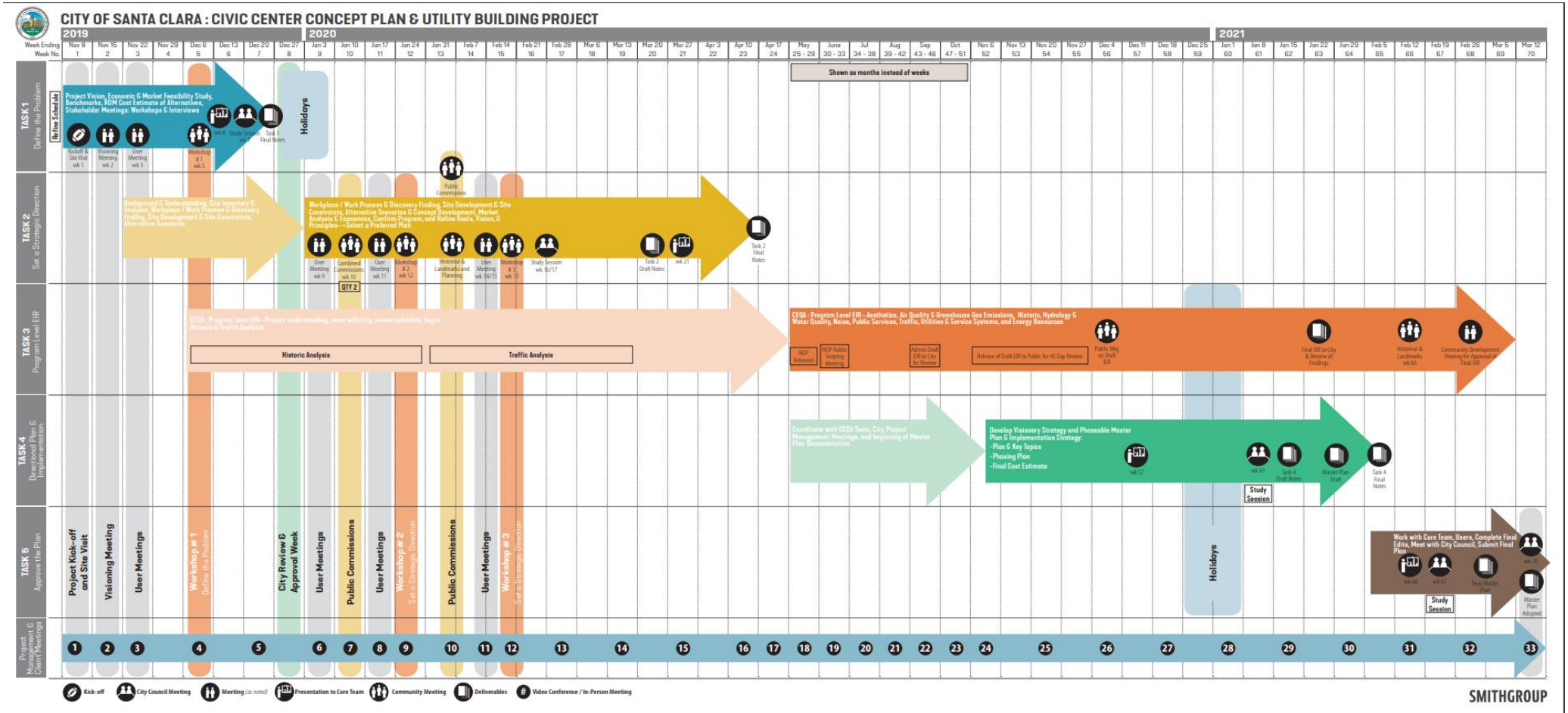

CITY OF SANTA CLARA : CIVIC CENTER CONCEPT PLAN & UTILITY BUILDING PROJECT
2019
2020
2021
Week Ending
Week No.
TASK 1
Define the Problem
Refine Schedule
Project Vision, Economic & Market Feasibility Study, Benchmarks, ROM Cost Estimate of Alternatives, Stakeholder Meetings: Workshops & Interviews
Kickoff & Site Visit wk 1
Visioning Meeting wk 2
User Meeting wk 3
Workshop # 1 wk 5
wk 6
Study Session wk 7
Task 1 Final Notes
Holidays
Shown as months instead of weeks
TASK 2
Set a Strategic Direction
Background & Understanding, Site Inventory & Analysis, Workplace / Work Process & Discovery Finding, Site Development & Site Constraints, Alternative Scenarios
Public Commissions
Workplace / Work Process & Discovery Finding, Site Development & Site Constraints, Alternative Scenarios & Concept Development, Market Analysis & Economics, Confirm Program, and Refine Goals, Vision, & Principles—Select a Preferred Plan
User Meeting wk 9
Combined Commissions wk 10
QTY 2
User Meeting wk 11
Workshop # 2 wk 12
Historical & Landmarks and Planning
User Meeting wk 14/15
Workshop # 3 wk 15
Study Session wk 16/17
Task 2 Draft Notes
wk 21
Task 2 Final Notes
TASK 3
Program Level EIR
CEQA - Program Level EIR—Project understanding, meet with City, review schedule, begin Historic & Traffic Analysis
Historic Analysis
Traffic Analysis
CEQA - Program Level EIR—Aesthetics, Air Quality & Greenhouse Gas Emissions, Historic, Hydrology & Water Quality, Noise, Public Services, Traffic, Utilities & Service Systems, and Energy Resources
NOP Released
NOP Public Scoping Meeting
Admin Draft EIR to City for Review
Release of Draft EIR to Public for 45 Day Review
Public Mtg on Draft EIR
Final EIR to City & Review of Findings
Historical & Landmarks wk 66
Community Development Hearing for Approval of Final EIR
TASK 4
Directional Plan & Implementation
Coordinate with CEQA Team, City, Project Management Meetings, and beginning of Master Plan Documentation
Develop Visionary Strategy and Phaseable Master Plan & Implementation Strategy:
-Plan & Key Topics
-Phasing Plan
-Final Cost Estimate
wk 57
wk 61
Study Session
Task 4 Draft Notes
Master Plan Draft
Task 4 Final Notes
TASK 5
Approve the Plan
Project Kick-off and Site Visit
Visioning Meeting
User Meetings
Workshop # 1
Define the Problem
City Review & Approval Week
User Meetings
Public Commissions
User Meetings
Workshop # 2
Set a Strategic Direction
Public Commissions
User Meetings
Workshop # 3
Set a Strategic Direction
Holidays
Work with Core Team, Users, Complete Final Edits, Meet with City Council, Submit Final Plan
wk 66
wk 67
Final Master Plan
Study Session
wk 70
Master Plan Adopted
Project Management & Client Meetings
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33
Kick-off
City Council Meeting
Meeting (as noted)
Presentation to Core Team
Community Meeting
Deliverables
Video Conference / In-Person Meeting
SMITHGROUP

EXHIBIT B
SCHEDULE OF FEES

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

Santa Clara Civic Center Master Plan | **Exhibit B: Schedule of Fees** | *DRAFT Fee Proposal* | SMITHGROUP Updated: October 1, 2019

	Tasks	SmithGroup Team	Consultants				Consultants : WBE, LBE, SBE, MBE				Total
Task #	BASE SERVICE -- Task Description	Masterplanning, Landscape Architecture, Architecture, Workplace Strategies, & MEP Systems Strategy and Sustainability	Parking Design	Structural Engineering	Transportation	Arborist	Real Estate Market Analysis	Civil Engineering	Cost Planning	Program Level EIR	Total Consultant Fee
			Watry	KPFF	Fehr & Peers	Hort Science	Land Econ Group	Sherwood	Directional Logic	Panorama	
			Matt Davis	Blake Dillsworth	Steve Davis	Jim Clark	Bill Lee	John Leys	Jenny Young	Tania Treis	
1	**Define the Problem**										
i	Project Kick-off / Site Visit / Visioning Meeting (as applicable by expertise)										
ii	Economic Analysis										
iii	Site inventory and Analysis (as applicable by expertise)										
iv	Review applicable codes, background & understanding (as applicable by expertise)										
v	Refine Project Goals, priorites, and target dates										
vi	Compile all requisite base information & Survey										
vii	Public Meetings (2)										
viii	Draft Notes and Final Notes for this task; potential PPT slides for summary/presentation										
ix	Core Team Presentation										
x	City Council Study Session										
	Define the Problem Total Fee	$ 194,900	$ -	$ 3,160	$ 11,930	$ 3,980	$ 34,950	$ 12,784	$ 18,060	$ -	$ 279,764
2	**Set a Strategic Direction**										
i	Workplace/Work Process & Discovery Finding										
ii	Site Development and Site Constraints										
iii	Alternative Scenarios & Concept Development										
iv	Market Analysis and Economics										
v	Confirm Program/Refine Goals/Vision/Principles										
vi	Revisit goals, priorites, and target dates										
vii	Public Meetings (7)										
viii	Draft Notes and Final Notes for this task; potential PPT slides for summary/presentation										
ix	Core Team Presentation										
x	City Council Meeting (select a preferred Plan										
	Set a Strategic Direction Total Fee	$ 551,240	$ 15,480	$ 10,300	$ 9,840	$ 880	$ -	$ 22,291	$ 15,460	$ -	$ 625,491
3	**Program Level EIR**										
i	Project Understanding and Description, Meet with City, and Review Schedule										
ii	Traffic Impact Assessment Review										
iii	Historic Resources Evaluation										
iv	Other Technical Studies										
v	NOP and Public Scoping Meeting										
vi	Draft Program EIR										
vii	Public Meeting on the Draft EIR										
viii	Final Program EIR										
ix	Historical and Landmarks Commission Meeting										
x	Community Development Hearing for Approval of Final EIR										
	Program Level EIR Total Fee	$ 40,800	$ 2,500	$ -	$ 57,120	$ -	$ -	$ 9,468	$ -	$ 235,531	$ 345,419
4	**Directional Plan and Implementation**										
i	Coordinate with CEQA Team, City, and setting framework of Master Plan Documentation with Team										
ii	Develop Visionary Strategy Narrative, Diagrams										
iii	Phasing Plans & Implementation Strategy										
iv	Final Cost Estimate										
v	Draft Notes and Final Notes for this task; potential PPT slides for summary/presentation										
vi	Core Team Presentation										
vii	City Council Study Session										
viii	Master Plan Draft										
ix	Final Edits and final documentation (as needed)										
	Directional Plan and Implementation Total Fee	$ 248,825	$ 20,700	$ 820	$ 12,340	$ 1,320	$ -	$ 18,264	$ 33,920	$ -	$ 336,189

6	**Project Management & Client Meetings**												
i	Project Management & Client Meetings												
	Project Management & Client Meetings Total Fee	$ 35,910	$ 3,360	$ 2,810	$ -	$ 880	$ -	$ -	$ 5,160	$ -			$ 48,120
	CONSULTANT FEE FROM ABOVE	$ 1,125,865	$ 47,900	$ 17,910	$ 94,580	$ 7,060	$ 34,950	$ 69,955	$ 81,890	$ 235,531			$ 1,715,641
	Consultant 5% Mark-up	$ -	$ 2,395	$ 896	$ 4,729	$ 353	$ 1,748	$ 3,498	$ 4,095	$ 11,777			$ 29,489
	SUBTOTAL LABOR ONLY	$ 1,125,865	$ 50,295	$ 18,806	$ 99,309	$ 7,413	$ 36,698	$ 73,453	$ 85,985	$ 247,308			$ 1,745,130
	Percentage of Overall Fee	65.62%	2.79%	1.04%	5.51%	0.41%	2.04%	4.08%	4.77%	13.73%			100.00%
							24.62%						
							Percentage of fee for Consultants that are WBE, LBE, SBE, or MBE						
7	**Reimbursable Expenses**												
a	Reimbursable Expenses for benefit of project: mileage at government rate, printing, studies, etc.	$ 37,940	$ 500	$ 500	$ 5,850	$ 200	$ 2,500	$ 500	$ 300	$ 8,959			$ 57,249
	Consultant 5% Mark-up	$ -	$ 25	$ 25	$ 293	$ 10	$ 125	$ 25	$ 15	$ 448			$ 965
	SUBTOTAL Reimbursable Expenses Only	$ 37,940	$ 525	$ 525	$ 6,143	$ 210	$ 2,625	$ 525	$ 315	$ 9,407			$58,214
													3.34%
8	**Optional Services**											5% Mark-up	
a	SmithGroup Task 2 Optional meetings	$ 14,970										0	$ 14,970
b	1/32" Physcial Model with Base and Plexi Top for City Hall Lobby	$ 75,000										$3,750	$ 78,750
c	Dashboard for Space utilization & optiization	$ 25,000										$0	$ 25,000
d	Hospitality & Retail Architectural Design Concepts	TBD										$0	TBD
e	Arborsit: General consultation re: existing & proposed trees; recommendations for action					$ 2,200						$110	$ 2,310
f	Economic Analysis: Tasks 2 & 4						$ 40,350					$2,018	$ 42,368
g	Panorama: Notices and Mailings									$ 8,540		$427	$ 8,967
	Total Optional Services												$ 172,365

SMITHGROUP RATES: WAGE RATES BY CLASSIFICATION FOR 2019*

CLASS DESCRIPTION	BILLING RATE
Architect I	$110
Architect II	$135
Architect III	$185
Architect IV	$220
Architect V	$275
Engineer I	$130
Engineer II	$155
Engineer III	$170
Engineer IV	$220
Engineer V	$275
Interiors I	$110
Interiors II	$135
Interiors III	$185
Interiors IV	$220
Interiors V	$275
Landscape Architect I	$110
Landscape Architect II	$135
Landscape Architect III	$150
Landscape Architect IV	$220
Landscape Architect V	$275
Clerical	$100
Intern	$80
Specification Writer	$225
Technical / Administrative	$155
Visualization Specialist	$155
Principal	$275

Explanatory Notes:

1. Project Managers are billed at their classification rate.

2. The terms “Architect”, “Landscape Architect” and “Engineer” are used for billing purposes only to indicate that the individual is in the referenced discipline and may or may not be a licensed professional within the project jurisdiction.

3. Rates may be adjusted annually and be effective January 1, of each year. Rate adjustments upon concurrence with City.

Watry Design, Inc.

	Hourly Rates
Matt Davis Associate Principal	$230
Shruti Namjoshi, Assistant Project Manager	$190
Salvador Garcia, Staff Designer	$160

KPFF

	Hourly Rates
Blake Dilsworth	$235
David Rossi	$175

Fehr & Peers

	Hourly Rates
Matt Haynes, Principal	$310
Taylor Whitaker, Project Manager	$145
Project Engineer/Planner	$140
Graphics/GIS/Administration	$135

HortSCience | Bartlett Consulting

	Hourly Rates
James Clark, Managing Consulting Arborist	$220
Darya Barar, Consulting Urban Forester	$185
Jane Whitcomb, Arborist & CAD	$150
Administration	$70

LAND ECON GROUP

	Hourly Rates
William Lee, Senior Partner	$175
Tanya Chiranakhon, Managing Partner	$125

Sherwood Design Engineers

	Hourly Rates
John Leys, Principal	$280
Andrea Fortun, Project Manager	$186
Maika Nicholson, Project Engineer	$171
Audrey Gozali, Designer	$145

Directional Logic

	Hourly Rates
Jenny Young, Principal/PM	$215
Joe Pinheiro, Cost Planner	$165
Alfred Louie, MEP Chief	$180
Jackie Chan, A/S Cost Planner	$155

Panorama Environmental

	Hourly Rates
Tania Treis, Principal	$210.00
Caitlin Gilleran, Project Manager	$155.00
Ward Hill, Architectural Historian	$148.50
Denise Bradley, Landscape Historian	$159.50
Principal Planner	$185.00
Project Planner	$120.00
GIS/Cartographer	$135.00
Project Analyst	$115.00
Senior Noise/Air Specialist	$242.00
Noise/Air Specialist	$181.50
Hazards Specialist Principal	$287.10
Hazards Specialist Project I	$181.50
Hazards Specialist Staff I	$127.60
Hazards Specialist CAD Operator	$145.20
Hazards Specialist Admin	$125.40
Cultural Principal Investigator	$159.50
Cultural Research Scientist	$143.00
Archaeologist	$93.50
Cultural Graphics/Illustration	$105.60
Cultural Clerical/Admin	$77.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

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

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

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

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

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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

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

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

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

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

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

3. Cancellation.

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

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

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

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to

limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

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

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

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

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

I. QUALIFYING INSURERS

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

EXHIBIT D
LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

J. **Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.

2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov .

4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.

5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.

7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than $15,000 for maintenance work or less than $25,000 for construction alternation, demolition or repair work, registration is not required.

9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.

11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

K. 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.

L. Enforcement

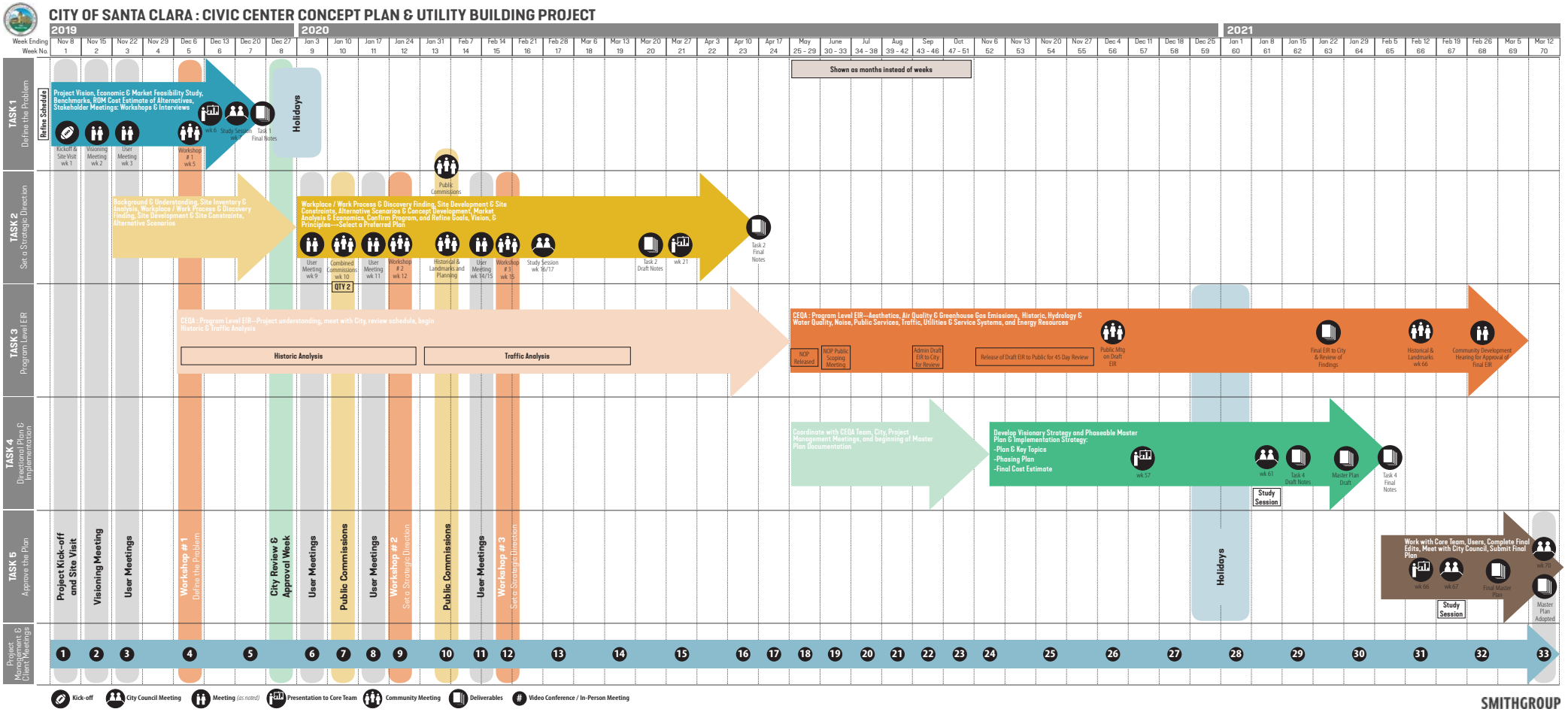
1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code 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.

CITY OF SANTA CLARA : CIVIC CENTER CONCEPT PLAN & UTILITY BUILDING PROJECT



SMITHGROUP

19-1022 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Public Hearing: Action on a Resolution to Amend Resolution No. 19-8749 to establish the Park In Lieu Fee Schedule for New Residential Development and to determine the Park Improvement Cost to be used in Fee Calculations

EXECUTIVE SUMMARY

Council adopted Ordinance No.1928 in July 2014 which added Chapter 17.35 "Park and Recreational Land" to the Santa Clara City 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"). When parkland and improvements are provided at the prescribed ratio of 2.6 acres (MFA) or 3 acres (Quimby), no fees are due. Upon application, housing developers may receive credit for up to 50% of In Lieu Fees due for dedication of eligible, on-site private open space and recreational amenities. An additional 15% fee credit may be provided for housing developments for seniors, and low and moderate-income housing. The City adopted updated In Lieu Fees by Council resolution in October 2014, August 2016, and May 2017.

On August 27, 2019, Council approved Resolution No. 19-8749 (Attachment 1) which included the statutory findings required pursuant to Quimby and MFA as well as the report entitled "Santa Clara Park and Recreation Facilities Impact Fee Update Study" ("Nexus Study") dated April 9, 2019, which computed the fair share values necessary to fund the acquisition and development of new parks and facilities at the current City standards. In summary, Resolution No. 19-8749 found that the City of Santa Clara has:

a) An existing parkland standard of 2.6 acres per thousand residents (MFA);
b) A parkland standard of 3.0 acres per thousand residents (Quimby);
c) A Multiple Family Dwelling Unit average density of 2.40 persons per household;
d) A Single-Family Dwelling unit average density of 2.98 persons per household;
e) The average per acre land value as of December 31, 2017 for each ZIP Code area of $3.738 million per acre in 95050; $3.993 million per acre in 95051; and, $4.035 million per acre in 95054 (this value is updated annually by appraisal);
f) The average per acre value for park improvements/construction as of February 2018 is $1.335 million per acre (or, $3,471 per capita) (this amount had not been updated since 2014); and,
g) The resolution maintained the existing fees as adopted in FY2017-18 (Resolution No. 17-8427) for all development project applications currently on file.

Based on the findings, the City may adopt In Lieu Fees up to 100% of cost recovery. At its meeting on August 28, 2019, Council expressed concern about the effect that a significant In Lieu Fee increase might have on new housing development projects. Therefore, staff was requested to develop policy alternatives for a phased implementation of the increased park

improvement/construction portion of the In Lieu Fees for a period “longer than three years”, and to provide pros and cons associated with these alternatives.

This report provides policy alternatives for phasing in the increased park construction cost portion of the In Lieu Fees for either four or five years, provides a comparison to the 100% cost recovery and the previous staff recommendation of a 3-year phase in. The pros and cons associated with each alternative are also provided. In addition, the report also discusses an issue with longer term phase in periods and a potential long-term remedy that could be applied to the park improvement/construction value in the future, such as the application an escalation factor (+/-) based on an objective measure such as the annual California Department of Government Services California Construction Cost Index (CCCI).

The report proposes Council adoption of a Fee Resolution (Attachment 2) that will amend Resolution No. 19-8749 to establish the Parkland In Lieu Fee Schedule for New Residential Development. Per City ordinance, the Resolution provides the proposed annual fee amounts calculated for each Zip Code area. In conformance with state law, Council may implement fees for projects subject to Quimby immediately after adoption of the Fee Resolution (i.e. October 29, 2019); Council may implement fees for projects subject to MFA 60 days after adoption of the Fee Resolution (i.e. December 28, 2019). The fees would apply to new residential projects with applications deemed complete after the dates listed above.

Public Notice of the October 29, 2019 Council hearing was published in the *Weekly*, a newspaper of general circulation, on October 16, 2019 and on October 23, 2019, and an E-notify email sent to individuals whom have opted in to receive information about this topic.

DISCUSSION

On August 27, 2019, Council adopted Resolution No. 19-8749 which included the statutory findings as required pursuant to Quimby and MFA, and the Nexus Study’s fair share values necessary to fund the acquisition and development of new parks and facilities at the current City standards. The two primary components of the In Lieu Fees are the cost for park land and the cost of park improvements. Based on the land valuation and the park improvement valuation, the fees are justified to increase significantly since the last fee update in 2017. For Council’s reference, RTC 19-800 dated August 27, 2019 (Attachment 3) provides background information in support of the proposed fee increases.

The adopted 2018 Park Improvement Value per capita is $3,471, an increase of $2,664 from the 2014 Park Improvement Value per capita of $807 ($3,471 - $807 = $2,664). Staff recommended a three-year phase in with a lower increase in the first year ($61 per capita), followed by larger increases in the following years ($868, 25% of $3,471). Prior to finalizing their approval on the implementation of the fees, Council requested policy alternatives “longer than three years” to minimize the impact of the increased park improvement/construction portion of the In Lieu Fees. Council requested that staff provide pros and cons for each alternative.

Policy Alternatives

Staff has developed three policy alternatives for Council consideration.

A. Phase in the park improvement cost over a four (4) year period at 25% per year.
B. Phase in the park improvement cost over a five (5) year period at 20% per year.

C. 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.

Alternative A - Four Year Phase in Period

Under Alternative "A", the park improvement cost per capita increase of $2,664 would be "phased in" proportionally over a four-year period increasing by 25% ($666) per year (Table 1). The computation of In Lieu Fees would use 100% of the land valuation cost per capita based on the annual land appraisal which may increase or decrease.

Table 1 Alternative A: Phase in the Park Improvement Cost Increase over a 4-Year Period					
Year	**2018**	**2019**	**2020**	**2021**	**2022**
100% Cost Rec	$3,471	$3,471	$3,471	$3,471	$3,471
Per capita amo	$807	$1,473	$2,139	$2,805	$3,471
Difference	$2,664	$1,998	$1,332	$666	$0

Pros

- A four (4) year phase in of the per capita increase moderates the impact of the increase on housing development which could potentially serve as an incentive for the development community to expedite their projects.
- Housing projects in the pipeline have four years of additional time to adjust and incorporate fee increase.
- Proposed fee increases will advance the City towards 100% cost recovery of current improvement costs.

Cons

- The City can expect to recover less than 100% of park construction/park improvement costs each year of the four-year phase in period.
- Without a subsidy from an additional revenue source, fewer amenities can be afforded and incorporated into future parks for new residents, lowering the standard amenity value per capita and creating inequities across the City's parks system. At the end of a four-year phased-in implementation, it is anticipated that fees would support approximately 91% of the amenities that would have otherwise been feasible without a phased-in implementation.
- This option does not account for the additional cumulative effect of typical park construction cost escalation, which may be approximately 9.2%* by 2022, based on the average historic cost escalation of 2.3% per year. As a result, at the end of the phased-in implementation period and collection of 100% cost recovery of the proposed 2018 fees, the City will have lost its ability to provide the level of amenities it would have been able to provide without a phased-in implementation due to cost escalation.

Alternative B - Five Year Phase In Period

Under Alternative "B", the park improvement cost per capita increase of $2,664 would be "phased in" proportionally over a five-year period increasing by 20% ($533) per year (Table 2). The computation of In Lieu Fees would use 100% of the land valuation cost per capita based on the annual land appraisal which may increase or decrease.

Table 2 Alternative B: Phase in the Park Improvement Cost Increase over a 5-Year Perio						
Year	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
100% Cost R	$3,471	$3,471	$3,471	$3,471	$3,471	$3,471
Per capita ar	$807	$1,340	$1,873	$2,405	$2,938	$3,471
Difference	$2,664	$2,131	$1,598	$1,066	$533	$0

Pros

- A five (5) year phase in of the per capita increase moderates the impact on housing development.
- Housing projects in the pipeline have five years of additional time to adjust and incorporate fee increase.

Cons

- The City can expect to recover less than 100% of park construction/park improvement cost over the five-year implementation.
- Fewer park amenities can be afforded and incorporated into future parks for new residents lowering the standard amenity value per capita. At the end of the five-year phased-in implementation, it is anticipated that fees would support approximately 88% of the amenities that would have otherwise been feasible without a phased-in implementation.
- This option does not account for the additional cumulative effect of typical park construction cost escalation, which may be approximately 11.5%* by 2023, given the average historic cost escalation of 2.3% per year.

Summary

The following table (Table 3), discussion, and scenarios summarize and illustrate the relative impact of the identified policy alternatives.

Table 3 Comparison of Policy Alternatives						
Phase in	**Per capita Increase/Ye**	**Improvement Value used in Fee Calculation**				
		2019	**2020**	**2021**	**2022**	**2023**
Five Year 20 $2,664	$553	$1,340	$1,873	$2,405	$2,938	$3,471
Four Year 2 $2,664	$666	$1,473	$2,139	$2,805	$3,471	$3,471
Three Year 2 $3,471	$61; $868	$868	$1,736	$2,604	$3,471	$3,471
No phase in of $3,471	$2,664	$3,471	$3,471	$3,471	$3,471	$3,471

When fees due in-lieu of parkland dedication are calculated using both the most current cost of land acquisition (valuation determined by appraisal) and the current costs of park construction/improvements (value determined by cost to design and build parks with similar assets as included in the existing park system), then the program fees will be appropriately set to achieve a 100% cost recovery rate. The actual amount of In Lieu Fees revenue collected will vary based on: the actual amount of land dedicated by each housing project; the valuation of land used when the fees are set and updated; the value of existing developed parkland used in the formula; the density,

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number and type of new housing units built; and the amount of financial credit developers receive for eligible on-site private open space and recreation amenities (reduces remaining fees due in lieu of parkland dedication by 50%-65%).

Since the exact number and type of new housing units to be built in any particular year is unknown, an exact amount of In Lieu Fees revenues cannot be calculated at this time. However, a hypothetical scenario, where several variables remain constant, can help illustrate the differences between immediate implementation of full cost recovery versus the alternatives of partial cost recovery through a phased in fee increase. The following scenarios assume a 100-unit housing development each year over the next four or five years.

Fee Scenarios

- Policy Alternative A-Four Year 25% per year implementation would result in less total In Lieu Fees paid in the amount of approximately $978,221 for each multi-family unit project, or approximately $1,214, 624 for each single-family unit project; with most of the lost revenue in the first year. This is the equivalent to the cost for park amenities such as a playground, or small park restroom.

- Policy Alternative B-Five year 20% per year implementation would result in less total In Lieu Fees paid in the amount of approximately $1,304,294 for each multi-family unit project, or approximately to $1,619,498 for each single-family unit project; with most of the lost revenue in the first two years. This is the equivalent to the cost for a small park building.

Additional funds from the General Fund or other sources of capital will be needed to fill the funding gap, or construction of new parks will be at a lower level of service than found in the existing parks inventory, and less funds would be available to reimburse developers for park improvements pursuant to Quimby. The policy alternatives A and B also do not address the issue of future park improvement cost escalation which has averaged approximately 2.3% per year over the past 10 years.

Additional Considerations.

Policy alternatives A and B are intended to address the Council's interest in minimizing the impact of construction cost increases on housing developers. By adopting a phased approach, the City would be making incremental progress on the per capita park improvements/park construction cost from the low 2014 value of $807 per capita ($319,000 per acre) to the 2018 value of $3,741 per capita ($1.335 million per acre) over a period of more than 3 years. Use of this updated amount will, over time, result in the collection of fees to construct new park site improvements and recreational assets to serve new residents at the 2018 average park service level.

However, while the land acquisition cost is to be updated annually as prescribed by City Code, and may go up or down, the park construction cost is different. It has not been updated since 2014, and currently does not account for construction cost escalation (increase/decrease). The cumulative effect is that a large increase in fees is now necessary to account for the change in value. Per Council's request, alternatives to implement smaller annual increases over a time period longer than three years has been provided.

However, it is important to note that while the phased-in implementation will result in 100% cost recovery of the 2018 value by the end of the implementation period, a phased in approach, regardless of time period, will result in the need for additional revenue from other sources in order to maintain the current standard level of amenities. If not, newer parks will have fewer amenities. A phased in implementation will also not address the ongoing cumulative effect of annual construction cost variations (increase/decrease) which may be amplified particularly in timeframes more than three-years duration. Normally, a project contingency would be applicable and used when planning for future construction project costs. However, for Quimby and MFA, the City may not use an arbitrary measure or one that would potentially recover more than 100% of the justifiable cost.

To address this issue, it is recommended that the City consider the use of a specific, objective, historical measure that could be applied annually to the established 2018 park improvement cost. One such objective measure of change in construction costs is the California Department of Government Services annual (December through December) California Construction Cost Index (CCCI). The CCCI is based upon the Building Cost Index for the San Francisco and Los Angeles areas as produced by Engineering New Record (ENR BCI). The data is publicly accessible, verifiable and released monthly.

According to the CCCI, construction costs have increased on average 2.7 % annually over the past eleven years, 2.3% over the past ten years, within a range of minus 1.1% to plus 6.8%, and a cumulative increase of 30% (Table 4).

Table 4 California Construction Cost Index 2008-2018

2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
6.8%	-1.1%	6.3%	1.5%	1.5%	2.3%	1.3%	2.2%	4.4%	3.5%	1.3%

The annual review and use of the Construction Cost Index applied to the 2018 park construction value is a worthwhile consideration. Its use in the annual In Lieu Fee calculation going forward would potentially make minor adjustments to the park improvement cost basis (up or down) and help to avoid the less frequent but potentially more significant adjustments in In Lieu Fees calculations. Its use would also help keep fees in line with future changes in park improvement/construction costs and be visible and transparent to developers long before fees were adopted.

Alternative C - Revisit the annual Construction Cost Index in Two Years.
Under Alternative C, the City will revisit the annual construction cost index (increases/decreases) in two years, and consider implementation of a construction cost escalation factor to the 2018 park improvement value. The Construction Cost Index could be applied to annually adjust (increase/decrease) the 2018 park improvement cost per capita value of $3,471 while still implementing the lower base amounts contemplated under policy alternatives A and B above. In the near term, the cost index would be applied to a lower park improvement per capita amount such that the effect would be minimized and still less than 100% cost recovery. After several years, the cost index would help the City achieve and remain at 100% cost recovery with no erosion of value due to cost escalation. Also, if the construction cost index is a negative number, then the park improvement value would go down.

Pros

- The CCCI is an objective measure from which to gauge future variations (increases and decreases) in the park construction cost basis.
- Historically, the variation in construction cost year over year has been relatively small, on average between 2.3% and 2.7% and based on the park improvement value of $3,471, would be approximately $80 per capita ($30,705 per acre).
- Effects should be minimal and both City and developers will be able to anticipate future cost increases/decreases since the California Construction Cost Index is updated monthly, publicly available on-line and the annual index is published annually in December.
- City will be able to address future park construction cost escalation.
- Developers will be able to benefit from lower fees if/when construction costs go down.

Cons

- None identified at this time.

Table 5 below shows the potential cumulative effect of cost escalation on the City's 2018 park improvement cost per capita of $3,471 using the average historical CCCI and a timeframe similar to Alternative B for ease of comparison.

Table 5 Potential effect of construction cost escalation*

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Cost escalati	$79.83	$81.67	$83.55	$85.47	$87.44	$89.45
Cumulative a	$79.83	$161.50	$245.05	$330.52	$417.96	$507.41
$3,471 basis	$3,551	$3,633	$3,716	$3,802	$3,889	$3,978

**CCCI 10-year historic average escalation 2.3%. Future CCCI may be higher or lower.*

Fee Implementation.

Based on state law, Council may implement fees for projects subject to Quimby immediately after adoption of the Fee Resolution (i.e. October 29, 2019); Council may implement fees for projects subject to MFA 60 days after adoption of the Fee Resolution (i.e. December 28, 2019). The fees would apply to projects with applications deemed complete after the dates listed above.

In conformance with City Code, the City will conduct its next annual land valuation in early 2020. The land valuation report with a date of 12-31-2019 will be available in March 2020 for use in the FY2020/21 In Lieu Fee Schedule. The July 1, 2020 In Lieu Fee Schedule will incorporate those values and the policy alternative(s) adopted by Council on October 29, 2019.

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. In addition, the requirement of parkland dedication or collection of fees in-lieu may assist in the mitigation of impacts on the environment from new housing development projects.

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FISCAL IMPACT

In adopting Resolution No. 19-8749 on August 27, 2019, the Council established an average land value by ZIP Code area in Santa Clara of $3.738 million per acre in 95050, $3.993 million per acre in 95051 and $4.035 million per acre in 95054 as well as an average park construction/park improvement cost per acre value of $1.335 million per acre (or $3,471 per capita). These values if implemented without a phased-in approach would result in a 100% cost recovery of fees for new parkland and improvements. As noted in this report, a phased-in approach will result in a cost recovery rate of less than 100% in the near term as well as the need to address the issue of cost escalation in order to maintain the current standard of amenities in new parks. The initial lower fees may provide an incentive for developers to expedite their projects to address the critical housing needs in the City of Santa Clara and the potential increase in available housing would have a positive impact in the City. However, until housing development applications are approved and construction permits are issued, it is difficult to ascertain the degree to which a phased-in approach to the In Lieu Fees increase will actually benefit new housing production or fiscally impact the City. As such, this report limits the benefit to the direct savings for developers resulting from a phased-in implementation.

COORDINATION

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

PUBLIC CONTACT

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

Public Notice of the October 29, 2019 Council hearing was published in the *Weekly*, a newspaper of general circulation, on October 16, 2019 and on October 23, 2019, and an E-notify email sent to individuals whom have opted in to receive information about this topic. A copy of this report was posted on October 18, 2019 on the City website and in the City Clerk's Office.

POLICY ALTERNATIVES

A. Adopt a Resolution Amending Resolution No. 19-8749 to establish the Parkland In Lieu Fee Schedule for New Residential Development for FY2019/20 In Accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the Code of the City of Santa Clara including the "phase in" of the per capita park improvement cost increase over a four-year period at 25% ($666) per year and adjust land valuation (increase/decrease) based on the annual appraisal at 100% cost recovery.

B. Adopt a Resolution Amending Resolution No. 19-8749 to establish the Parkland In Lieu Fee Schedule for New Residential Development for FY2019/20 In Accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the Code of the City of Santa Clara including the "phase in" of the per capita park improvement cost increase over a five-year period at 20% ($533) per year and adjust land valuation (increase/decrease) based on the annual appraisal at 100% cost recovery.

C. 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.

RECOMMENDATION

Alternatives A and C:
A. Adopt a Resolution Amending Resolution No. 19-8749 to establish the Parkland In Lieu Fee Schedule for New Residential Development for FY2019/20 In Accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the Code of the City of Santa Clara including the "phase in" of the per capita park improvement cost increase over a four-year period at 25% ($666) per year and adjust land valuation (increase/decrease) based on the annual appraisal at 100% cost recovery; and
C. Revisit the annual Construction Cost Index (increases/decreases) in two years, and consider application of a construction cost escalation factor to the per capita park construction/improvement cost basis of $3,471 for use in the annual fee calculation.

Prepared by: James Teixeira, Director of Parks & Recreation
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution No. 19-8749 Fees Due In Lieu of Parkland Dedication 08-27-2019
2. Resolution Amending Resolution No. 19-8749
3. Report to Council 19-800 dated August 27, 2019

RESOLUTION NO. 19-8749

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ESTABLISHING THE AVERAGE PER-ACRE LAND VALUES AND 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" ("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 January 31, 2018, the Parks & Recreation Facilities Condition Assessment Report (Kitchell 2017) was completed that provided an inventory of all City parks and recreation assets and the associated valuation of asset replacement costs (the cost to build park site and building improvements), and on April 24, 2018 was reviewed, noted and filed by City Council;

WHEREAS, on April 24, 2018, the City Council, pursuant to Chapter 17.35, reviewed the annual professional appraisal report used to determine the fair market value of property in the City based on a survey of land values and sales records with a valuation date of December 31, 2017, and the valuation report was made available to the public for review and comment as posted on the City website on March 9, 2018, and no comments were received by March 23, 2018;

WHEREAS, on April 24, 2018, the City Council held a noticed public hearing to consider the City's Proposed Municipal Fee Schedule including Fees due in lieu of parkland dedication, at which time Council extended additional time for all interested persons to comment specifically on the Fees due in lieu of parkland dedication;

WHEREAS, on June 11, 2018, City staff met with members of the community, and on June 27, 2018 met with developers, to review comments related to the City reports containing the calculations of land valuation and the park improvement replacement cost valuations;

WHEREAS, on January 4, 2019, the Santa Clara Park and Recreation Facilities Impact Fee Study Update Administrative Draft (Willdan, 2019) was reviewed during a public comment period between January 14 and February 26, 2019, including two meetings with City staff held on January 22, 2019 and February 26, 2019;

WHEREAS, on March 27, 2019 and April 3, 2019, a notice of public hearing on the proposed fee schedule and land valuation was published in the Santa Clara Weekly, a newspaper of general circulation; and on April 9, 2019, the City Council continued the item to their May 21, 2019 meeting; and, on May 21, 2019 the City Council continued the item to August 2019;

WHEREAS, on August 14, 2019 and on August 21, 2019, a notice of the August 27, 2019 public hearing on the proposed fee schedule and land valuation was published in the Weekly, a newspaper of general circulation;

WHEREAS, on August 27, 2019 the City Council pursuant to Chapter 17.35, reviewed the Santa Clara Park and Recreation Facilities Impact Fee Study Update dated April 9, 2019, including the professional land valuation appraisal report with a valuation date of December 31, 2017 and the

park improvements replacement costs as well as other items, incorporating adjustments where warranted and appropriate, and Council now wishes to use the Nexus Study Update for calculating the fees due in lieu of parkland dedication and to adopt the updated fee schedule;

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 August 27, 2019 the City Council held a public hearing to consider the proposed fee schedule and land valuation, 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, updated the 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 are all at least fourteen (14) days before the Council public hearing on August 27, 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. That 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" method to calculate the maximum parks fee. 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 the 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.

F. 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.

G. 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.

H. 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.

I. 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. Pursuant to Ordinances Nos. 1928 and 1937, fees subject to the Quimby Act and the Mitigation Fee Act are provided in Table A, Table B, and Table C, attached hereto and incorporated herein by this reference.

B. Fee Policy. 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. 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 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. 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. In FY 2018-19, fees remained unchanged due to an extensive review and public comment periods. For FY 2019-20, fees were prepared for Council review to achieve 100% cost recovery over a period of time by phasing in the park improvement component of the fee 25% per year for three years and are based upon the Nexus Study Update dated April 9, 2019, including but not limited to the current parkland inventory, land valuation (valuation date of 12-31-2017) and park improvements valuation (valuation date 2018). For FY 2020-21 and FY 2021-22, the land valuation component will be subject to the land appraisals with valuation dates of 12-31-2019 and 12-31-2020. 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.

C. Implementation Schedule. For all development project applications currently onfile, 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 27TH DAY OF AUGUST, 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. Attachment A. Table A — Parkland Dedication In Lieu Fee Schedule - FY2019-20 95050
2. Attachment B. Table B — Parkland Dedication In Lieu Fee Schedule - FY2019-20 95051
3. Attachment C. Table C — Parkland Dedication In Lieu Fee Schedule - FY2019-20 95054

Attachment A.

Table A

Park and Recreation Facilities Fee Schedule - Zip Code Area 95050

			2019			2020			2021			2022		
park improvement value increase=			*0.25*	*$ 868*		*0.5*	*$ 1,736*		*0.75*	*$ 2,603*		*1*	*$ 3,471*	
formula	*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**
Quimby Act														
Single Family														
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	$ 2,586	$ 52	$ 2,638	$ 5,172	$ 103	$ 5,275	$ 7,758	$ 155	$ 7,913	$ 10,344	$ 207	$ 10,550
Total	$14,685		$ 36,004	$ 720	**$ 36,724**	$ 38,590	$ 772	**$ 39,361**	$ 41,175	$ 824	**$ 41,999**	$ 43,761	$ 875	**$ 44,637**
Multi-Family														
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	$ 2,083	$ 42	$ 2,124	$ 4,165	$ 83	$ 4,249	$ 6,248	$ 125	$ 6,373	$ 8,330	$ 167	$ 8,497
Total	$14,685		$ 28,996	$ 580	**$ 29,576**	$ 31,079	$ 622	**$ 31,700**	$ 33,161	$ 663	**$ 33,825**	$ 35,244	$ 705	**$ 35,949**
Mitigation Fee Act														
Single Family														
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	$ 2,586	$ 52	$ 2,638	$ 5,172	$ 103	$ 5,275	$ 7,758	$ 155	$ 7,913	$ 10,344	$ 207	$ 10,550
Total	$13,190		$ 31,549	$ 631	**$ 32,179**	$ 34,134	$ 683	**$ 34,817**	$ 36,720	$ 734	**$ 37,455**	$ 39,306	$ 786	**$ 40,092**
Multi-Family														
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	$ 2,083	$ 42	$ 2,124	$ 4,165	$ 83	$ 4,249	$ 6,248	$ 125	$ 6,373	$ 8,330	$ 167	$ 8,497
Total	$13,190		$ 25,408	$ 508	**$ 25,916**	$ 27,491	$ 550	**$ 28,041**	$ 29,573	$ 591	**$ 30,165**	$ 31,656	$ 633	**$ 32,289**

Attachment B.

Table B

Park and Recreation Facilities Fee Schedule - Zip Code Area 95051

			2019			2020			2021			2022		
park improvement value increase=			*0.25*	*$ 868*		*0.5*	*$ 1,736*		*0.75*	*$ 2,603*		*1*	*$ 3,471*	
formula	*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
Quimby Act														
Single Family														
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	$ 2,586	$ 52	$ 2,638	$ 5,172	$ 103	$ 5,275	$ 7,758	$ 155	$ 7,913	$ 10,344	$ 207	$ 10,550
Total	$15,450		$ 38,283	$ 766	**$ 39,049**	$ 40,869	$ 817	**$ 41,687**	$ 43,455	$ 869	**$ 44,324**	$ 46,041	$ 921	**$ 46,962**
Multi-Family														
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	$ 2,083	$ 42	$ 2,124	$ 4,165	$ 83	$ 4,249	$ 6,248	$ 125	$ 6,373	$ 8,330	$ 167	$ 8,497
Total	$15,450		$ 30,832	$ 617	**$ 31,449**	$ 32,915	$ 658	**$ 33,573**	$ 34,997	$ 700	**$ 35,697**	$ 37,080	$ 742	**$ 37,822**
Mitigation Fee Act														
Single Family														
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	$ 2,586	$ 52	$ 2,638	$ 5,172	$ 103	$ 5,275	$ 7,758	$ 155	$ 7,913	$ 10,344	$ 207	$ 10,550
Total	$13,853		$ 33,524	$ 670	**$ 34,195**	$ 36,110	$ 722	**$ 36,832**	$ 38,696	$ 774	**$ 39,470**	$ 41,282	$ 826	**$ 42,108**
Multi-Family														
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	$ 2,083	$ 42	$ 2,124	$ 4,165	$ 83	$ 4,249	$ 6,248	$ 125	$ 6,373	$ 8,330	$ 167	$ 8,497
Total	$13,853		$ 26,999	$ 540	**$ 27,539**	$ 29,082	$ 582	**$ 29,664**	$ 31,165	$ 623	**$ 31,788**	$ 33,247	$ 665	**$ 33,912**

Attachment C.

Table C

Park and Recreation Facilities Fee Schedule - Zip Code Area 95054

			2019			2020			2021			2022		
park improvement value increase=			*0.25*	*$ 868*		*0.5*	*$ 1,736*		*0.75*	*$ 2,603*		*1*	*$ 3,471*	
formula	*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**
Quimby Act														
Single Family														
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	$ 2,586	$ 52	$ 2,638	$ 5,172	$ 103	$ 5,275	$ 7,758	$ 155	$ 7,913	$ 10,344	$ 207	$ 10,550
Total	$15,576		$ 38,659	$ 773	**$ 39,432**	$ 41,245	$ 825	**$ 42,070**	$ 43,831	$ 877	**$ 44,707**	$ 46,416	$ 928	**$ 47,345**
Multi-Family														
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	$ 2,083	$ 42	$ 2,124	$ 4,165	$ 83	$ 4,249	$ 6,248	$ 125	$ 6,373	$ 8,330	$ 167	$ 8,497
Total	$15,576		$ 31,135	$ 623	**$ 31,757**	$ 33,217	$ 664	**$ 33,882**	$ 35,300	$ 706	**$ 36,006**	$ 37,382	$ 748	**$ 38,130**
Mitigation Fee Act														
Single Family														
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	$ 2,586	$ 52	$ 2,638	$ 5,172	$ 103	$ 5,275	$ 7,758	$ 155	$ 7,913	$ 10,344	$ 207	$ 10,550
Total	$13,962		$ 33,849	$ 677	**$ 34,526**	$ 36,435	$ 729	**$ 37,164**	$ 39,021	$ 780	**$ 39,801**	$ 41,607	$ 832	**$ 42,439**
Multi-Family														
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	$ 2,083	$ 42	$ 2,124	$ 4,165	$ 83	$ 4,249	$ 6,248	$ 125	$ 6,373	$ 8,330	$ 167	$ 8,497
Total	$13,962		$ 27,261	$ 545	**$ 27,806**	$ 29,344	$ 587	**$ 29,930**	$ 31,426	$ 629	**$ 32,055**	$ 33,509	$ 670	**$ 34,179**

RESOLUTION NO. _____

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; and,

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; 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 for a developer to receive credit for private open space; and,

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; 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), 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; and,

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); and,

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; and,

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.

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 ___ DAY OF _____, 2019, 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. Fee Schedule - Four Year Phase-In (25% annually)

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

Attachment 1

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		
park improvement value increase=			*0.25*	*$3,471*	$ *1,473*	*0.5*	*$3,471*	$ *2,139*	*0.75*	*$3,471*	$ *2,805*	*1*	*$3,471*	$ *3,471*
formula	*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
Quimby Act														
Single Family														
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
Total	$14,685		$ 37,807	$ 756	$ 38,563	$ 39,792	$ 796	$ 40,588	$ 41,777	$ 836	$ 42,612	$ 43,761	$ 875	$44,637
Multi-Family														
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
Total	$14,685		$ 30,449	$ 609	$ 31,058	$ 32,047	$ 641	$ 32,688	$ 33,646	$ 673	$ 34,319	$ 35,244	$ 705	$35,949
Mitigation Fee Act														
Single Family														
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
Total	$13,190		$ 33,352	$ 667	$ 34,019	$ 35,337	$ 707	$ 36,044	$ 37,322	$ 746	$ 38,068	$ 39,306	$ 786	$40,092
Multi-Family														
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
Total	$13,190		$ 26,861	$ 537	$ 27,398	$ 28,459	$ 569	$ 29,028	$ 30,058	$ 601	$ 30,659	$ 31,656	$ 633	$32,289

Attachment 1 (continued)

Four Year Phase-In (25% annually)

Table B

Park and Recreation Facilities Fee Schedule - Zip Code Area 95051

Year			1			2			3			4		
			2019			2020			2021			2022		
park improvement value increase=			*0.25*	*$3,471*	*$ 1,473*	*0.5*	*$3,471*	*$ 2,139*	*0.75*	*$3,471*	*$ 2,805*	*1*	*$3,471*	*$ 3,471*
formula	*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
Quimby Act														
Single Family														
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
Total	$15,450		$ 40,087	$ 802	$ 40,889	$ 42,072	$ 841	$ 42,913	$ 44,056	$ 881	$ 44,937	$ 46,041	$ 921	$ 46,962
Multi-Family														
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
Total	$15,450		$ 32,285	$ 646	$ 32,930	$ 33,883	$ 678	$ 34,561	$ 35,482	$ 710	$ 36,191	$ 37,080	$ 742	$ 37,822
Mitigation Fee Act														
Single Family														
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
Total	$13,853		$ 35,328	$ 707	$ 36,034	$ 37,313	$ 746	$ 38,059	$ 39,297	$ 786	$ 40,083	$ 41,282	$ 826	$ 42,108
Multi-Family														
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
Total	$13,853		$ 28,452	$ 569	$ 29,021	$ 30,050	$ 601	$ 30,651	$ 31,649	$ 633	$ 32,282	$ 33,247	$ 665	$ 33,912

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=			*0.25*	*$3,471*	*$ 1,473*	*0.5*	*$3,471*	*$ 2,139*	*0.75*	*$3,471*	*$ 2,805*	*1*	*$3,471*	*$ 3,471*
formula	*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
Quimby Act														
Single Family														
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
Total	$15,576		$ 40,462	$ 809	$ 41,272	$ 42,447	$ 849	$ 43,296	$ 44,432	$ 889	$ 45,320	$ 46,416	$ 928	$ 47,345
Multi-Family														
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
Total	$15,576		$ 32,587	$ 652	$ 33,239	$ 34,186	$ 684	$ 34,869	$ 35,784	$ 716	$ 36,500	$ 37,382	$ 748	$ 38,130
Mitigation Fee Act														
Single Family														
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
Total	$13,962		$ 35,653	$ 713	$ 36,366	$ 37,637	$ 753	$ 38,390	$ 39,622	$ 792	$ 40,415	$ 41,607	$ 832	$ 42,439
Multi-Family														
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
Total	$13,962		$ 28,714	$ 574	$ 29,288	$ 30,312	$ 606	$ 30,918	$ 31,910	$ 638	$ 32,549	$ 33,509	$ 670	$ 34,179

19-800 **Agenda Date: 8/27/2019**

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Establishing the Average Per-Acre Land Values and Parkland In Lieu Fee Schedule for New Residential Development FY2019/20

EXECUTIVE SUMMARY

On May 8, 2018, prior to adoption of updated fees for FY2018/19, Council directed staff to conduct additional outreach, discussion and review of the Quimby Act (Quimby) and Mitigation Fee Act (MFA) fees and to consider the concerns expressed by residential developers regarding the proposed fee increase. The City held meetings with the community and residential development stakeholders on June 11 and 27, 2018. Following the meetings, staff reviewed the land appraisal with its appraiser, analyzed the concerns related to the park inventory and park construction costs, and contracted with Willdan Financial Services, Inc. to complete an update of the Parks and Recreation Facilities Development Impact Fee Study.

The Parks and Recreation Facilities Development Impact Fee Update Study dated April 9, 2019 (Attachment 1) provides a justification for fees in lieu of Parkland Dedication. The calculations justify fees between 35%-46% higher than the existing 2017 fees for Quimby, and between 41% and 52% higher for MFA. The justification for the higher fee is primarily due to:

a) The adjustment made for park construction costs increasing from the 2014 value of $319,000 per acre to $1.335 million per acre in 2018, and
b) The higher land valuation given in the 12-31-2017 appraisal report (Attachment 2).

An administrative draft of the Nexus Study and related information was posted on the City website in early January 2019. Stakeholders and community members were sent invitations via email and eNotify regarding the public input period (January 14-February 26, 2019), and meetings with City staff scheduled on January 22 and February 26, 2019. Twenty-seven pages of public comment, questions and answers related to fees due in lieu of parkland dedication were posted on the City website February 15 (Attachment 3) which also address public comments (Attachment 4) related to the Nexus Study, residential densities, land valuation, and the cost to build parks and recreational facilities. The City's Quimby standard of developer requirement to dedicate 3 acres per 1,000 new residents has not changed since 2014; and the City's Mitigation Fee Act standard is now 2.6 acres per 1,000 new residents.

Since the fees due in lieu of parkland dedication is justified to increase significantly and developers were concerned about the impact fees have on their near term projects remaining financially viable, staff has developed policy options for Council consideration. The options include approval of fees at 100% cost recovery, or to approve fees less than 100% cost recovery, or to phase the increase to 100% cost recovery over a period of time. At the April 9, 2019 meeting, City Council opened the

public hearing, and took testimony from one member of the public, then Council voted to continue the item to May 21, 2019. On May 21, 2019, the item was continued without further discussion to August 2019. In conformance with state law, notice of the August 27, 2019 Council hearing was published in the *Weekly*, a newspaper of general circulation, on August 14 and August 21, 2019.

Council action requires adoption of a Fee Resolution (Attachment 5) that will approve the required statutory findings of the Nexus Study as the basis for the Quimby and MFA fees; establish the per-acre land values; set fees at some percentage of City cost recovery up to 100%; and determine the implementation schedule (including potential phasing) and dates when the new fee amounts will apply to new residential project applications as they are "deemed complete."

BACKGROUND

The City completed its first "Public Facilities Impact Fee Study" ("Nexus Study") on June 25, 2014. The Nexus Study, prepared by Willdan Financial Services, Inc., set forth a reasonable methodology and analysis required for the determination of the impact new housing development has on the need for and costs associated with additional capital parks and recreation facilities improvements in the City. The Nexus Study uses an "existing inventory demand standard" translated into facility costs per capita to determine new development's fair share of planned facility costs. A cost standard provides a reasonable method for converting disparate types of facilities, in this case parkland and special use recreational facilities, into a single measure of demand (capital cost per capita). The cost standard is based on the existing inventory of parks and recreation facilities. New development would fund the expansion of facilities at the same rate that existing development has provided facilities to date. There are several data points used in the calculation of fees due in lieu of parkland dedication including population, housing density, existing parkland inventory, current level of service, land value and parkland improvement value, among others.

In July 2014, Council adopted Ordinance No.1928 which added Chapter 17.35 <http://www.codepublishing.com/CA/SantaClara/> "Park and Recreational Land" to the Santa Clara City Code to require new residential developments after September 13, 2014 to provide developed park and recreational land, and/or pay a fee in-lieu thereof pursuant to the Quimby Act ("Quimby") and/or the Mitigation Fee Act ("MFA"). On February 24, 2015, the Council amended Chapter 17.35 to remove the 1-acre public parkland dedication prerequisite for developers to receive fee credit. In June 2016, Council adopted supplemental instructions for the appraisal of land valuation, required annually, with a valuation date of December 31 each year. Based on the City Code, the target date for adoption and implementation of municipal fees is prior to the start of each fiscal year on July 1st. However, due to periodic requests by developers of new housing projects for additional review and discussion of the annual land valuation, fee updates have been delayed and set by Council resolutions in October 2014, August 2016, and May 2017.
On April 24, 2018, as part of the annual update of the Quimby and MFA fees, a fee resolution was proposed for Council consideration. Following comment from the development community, on May 8, 2018, Council directed staff to conduct additional outreach, discussion and review of the item. The key concern expressed by the development community was the amount of increase of the fee which was between 42% and 47%.

DISCUSSION

Following the May 8, 2018 Council direction, the City held meetings with the community and residential development stakeholders on June 11 and 27, 2018. Questions and comments were raised related to the various data points used in the calculations including:

- persons per household,
- park facilities included in the inventory,
- comparable properties used in the land valuation appraisal,
- desire to use alternative valuations for existing park improvements/assets (insurance value, depreciation, reduction by maintenance needed, etc.), removal of non-standard assets from calculation of improvement value (Agnews' Historic Park buildings),
- differences in park size, and
- comparison of Santa Clara's fees to those used in other jurisdictions.

Following the meetings and to address concerns raised, staff reviewed the land appraisal, methodology and assumptions with its appraiser, analyzed the park inventory and park construction costs, and contracted with Willdan Financial Services, Inc. to complete an update of the Parks and Recreation Facilities Development Impact Fee Study.

An administrative draft of the Parks and Recreation Facilities Development Impact Fee Update Study (Attachment 1) and related information was posted on the City website in early January 2019. The Nexus Study 2018 findings provide a justification for fees in lieu of Parkland Dedication. The calculations justify fees between 35%-46% higher than the existing 2017 fees for Quimby, and between 41% and 52% higher for MFA. The justification for the higher fee is primarily due to:

a) the adjustment made for park construction costs increasing from the 2014 value of $319,000 per acre to $1.3 million per acre in 2018, and
b) the higher land valuation given in the 12-31-2017 appraisal report (Attachment 2).

Stakeholder and community members were sent invitations via email and eNotify regarding the public input period (January 14-February 26, 2019), and meetings scheduled on January 22 and February 26, 2019. Twenty-seven pages of questions and answers (Attachment 3) related to fees due in lieu of parkland dedication were posted on the City website on February 15. The questions and answers address the following topics:

- Nexus Study
- Residential densities
- Land valuation
- Cost to build parks
- Recreational facilities.

Community and developer comments and letters received during the public comment period are found in Attachment 4.

The Building Industry Association (BIA) provided a majority of the comments. In summary, these are the key comments/issues from the BIA:

- Inclusion of non-city owned recreation facilities as part of the fee analysis
- The value of parkland improvements
- The Fee should be based on the current value of a depreciated City park
- The appraisal process and accounting for new fees
- Reduced fees for smaller units
- Concern about the feasibility of residential development in Santa Clara due to the overall cost

The consideration of the Fee Resolution was set for public hearing on April 9, 2019. After opening the hearing, taking testimony from one member of the public, Council continued the item to May 21, 2019 to provide time for additional policy development. On May 21, 2019, the item was continued to August 2019 without further discussion. In conformance with state law, notice of the August 27, 2019 Council hearing was published in the *Weekly*, a newspaper of general circulation, on August 14 and August 21, 2019.

Fee Components

There are two key components within the fee. One is the Land Valuation analysis which is based on an appraisal and is conducted on an annual basis. The other is cost of park improvements. This had been included in the initial fee at $319,000 per acre, which is approximately 20% of the actual cost to construct an acre of park.

Land Valuation Analysis.

Under the City's Quimby standard, the requirement for new housing development is to dedicate 3 acres of parkland per 1000 new residents (unchanged since 2014) and based on the current Nexus Study the City's Mitigation standard is 2.6 acres per 1000 new residents. City Code Section 17.35.040 requires that an annual fair market valuation of land be determined for each of the City's Zip Code areas so that the value of land that would otherwise need to be dedicated as part of a new residential development for public parkland can be computed; this is computed based on standard appraisal practices and supplemental instructions adopted by Council in June 2016. Table 1 below illustrates land values used in fee calculations; values appraised lower in 2016.

Table 1
Land Valuation.

	2014	2015	2016	2017	2018	2019
95050	$3,658,000	$3,620,000	$3,315,000	$3,738,000	No update 2017 values	No update 2017 values
95051	$3,658,000	$3,800,000	$3,583,000	$3,993,000		
95054	$3,658,000	$3,685,000	$3,669,000	$4,035,000		

The City retained an independent real estate appraiser (Frank Schmidt) to provide a fair market value of land opinion (as of December 31, 2017) for use in the calculation of the in-lieu fees for FY2018-19 (Attachment 2). The valuation report was made available on March 9, 2018, posted on the City website for a two-week review and comment period, and stakeholders were notified by email regarding the fee resolution and hearing date. No comments were received by March 23, 2018, but developers and community members submitted comments after that date, and City staff met with interested parties at meetings on June 11, 2018 and June 27, 2018. Following the June 11, 2018 meeting, the appraiser reviewed the comments and found that the appraisal analysis and report did in fact account for park impact fee adjustments where warranted; value differences between ZIP codes in Santa Clara were not highly subjective; factual metrics were used to make objective adjustments accounting for market feedback, anecdotal information, comparison of values/rents, and comparison of median and average selling prices among other points; and concluded that no

additional adjustments were warranted.

Due to the extensive review in 2018 of the 12-31-2017 land valuation, a new appraisal with a valuation date 12-31-2018 was not commissioned. The 12-31-2017 opinion is used in the 2019 Nexus Study Update.

The most significant comments received regarding the land appraisal were how the increase in fee would affect the value of a property. Given that appraisal reports are retrospective (deal with prior year's transactions and comparables), any fee changes adopted now by Council in late 2019 will be reflective in future land appraisal valuations. While staff's consultant did agree with the comment, the potential negative effect of the increases on land valuation in Santa Clara has been a subject of public discussion for over eighteen months, and therefore a contingency for the "potential" affect would have begun to be accounted for in the local market.

Looking ahead, in conformance with the City Code requirement for annual appraisals, a new land valuation appraisal will be conducted in 2020 (valuation date 12-31-2019). It will be reflected in the park in lieu fee resolution for FY2020-21.

Cost of Park Improvements.
In the initial Nexus Study (Willdan 2014), the cost per acre of an improved acre of parkland was estimated to be $319,000 per acre based on the City's Public Entity Property Insurance Program (PEPIP) replacement valuation. However, that valuation is very low (about 20% of the cost to actually improve a park), and park improvement values have not been analyzed and updated in over 5-10 years. Construction of a new park can't be completed at a $319,000 per acre cost. Based on previous studies from Kitchell Report, actual construction costs and bids, as well as a third-party estimator, the current range of cost is estimated to be between $1.3 million to $1.7 million per acre. Under the Quimby Act, the cost of park improvements and equipment are a credit to the developer against any in lieu fees due. Therefore, use of an accurate and current value of the City's existing park improvements is warranted. Under-valuation of the City's existing park improvements results in less than 100% cost recovery, and thereby underfunding the construction and provision of new parks and recreational assets at the existing level of service.

To validate the cost of new parks, staff completed a multilayer approach including using the data in the Kitchell report, hiring a third-party estimator, and reviewing actual bid prices for park projects in Santa Clara.

Kitchell Report
In 2017, the City retained Kitchell, CEM to complete an inventory of all park and recreation assets for use in the City's Enterprise Asset Management System/Geographic Information System and a Facility Condition Assessment Report ("Kitchell Report"). The Kitchell Report, dated February 21, 2018, provides an estimate of the current replacement cost "as is" of the existing City park sites and building improvements. 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 executive summary stated that information contained in the report would be used in future updates of the Nexus Study.

The report provides valuable information related to the existing park building and site improvements. There has been concern by the development community that the report overstates the value of

existing park site and building assets and that the use of replacement costs to determine the average cost of building an acre of parkland is inaccurate and included some facilities that were unique, non-standard and would not be incorporated into the future park system. Following the June 11 and June 27, 2018 stakeholder meetings, adjustments were made (subtracted) in the inventory's costs for non-standard park facilities and buildings, such as Agnews Historic Park buildings. As part of this analysis, the average cost to build a park was determined to be $1.335 million per acre.

Actual Bid Prices

The City made a separate effort to validate the accuracy of the existing park inventory cost data through a comparison to actual bids and current construction costs. While construction costs may be affected by the level of improvements (as an example, sports fields with artificial turf are more expensive than typical improvements), the data shows that on average, the park buildings and improvements value of $1.335 million per acre is a reasonably conservative amount, with a higher range being supportable (See Table 2). Further, the City contracted with an independent construction cost estimator to review the Kitchell Report analysis which found that the cost to construct new parks and facilities based on the current asset inventory would be well above $1.3 million per acre and on average in the $1.8 million per acre range.

Table 2
Park Site and Building Costs.

Park	Description	Cost	Cost per Acre
Central Park Annex (Bill Wilson Jr. Park)	1.5 acres, restroom, picnic area, meadov landscaping	$1,464,565	$976,377
San Tomas & Monroe (Everett N. Eddie Souza Park)	1.61 acres, restroon playgrounds, picnic meadow, communit pathways, landscap lot, dog run	$3,704,850	$2,301,149
Reed & Grant Street	9 acres, sports field building, restroom, p parking lot, lights, pa landscaping	$22,214,500	$2,468,278
LSAP Parks	3.19 acres, playgrou community building, landscaping, pathwa community garden,	$5,662,824	$1,775,570

Third Party Estimator

The City contracted with Curry & Brown to provide a Reasonableness Opinion of the probable cost for Park Projects in the City of Santa Clara. The consultant conducted a high-level review of the Kitchell Report and probable cost assumptions for park site improvements and visited 14 parks and 2 trails. Based on their experience and analysis of the various cost factors and current market trends ("General Construction Cost Factor" (1.40); the City's "Cost Index" (1. 4); Non-Construction Cost (1.30)) as well as direct costs for pricing various items such as playground equipment, benches,

pavement, concrete work, fountains, fitness equipment, rubber surfacing, fencing etc.; the adjusted value for park improvements was estimated to be $1.5 million per acre.

In the January and February 2019 public comment period, the Building Industry Association (BIA) continued to maintain that the City was overvaluing its existing inventory of parks and recreational assets due to inclusion of non-city owned facilities, and not accounting for deficiencies or depreciation; however, no alternative value was provided by the BIA. In addition, the Kitchell Report's deficiencies are anticipated preventative maintenance and renewals which may be addressed over a 20-year schedule, and do not render a facility un-useable or without value. In fact, the City is using a variety of funds to repair and replace park site assets and buildings as necessary and has several of these projects underway. Quimby itself allows for use of funds for rehabilitation of existing parks given certain findings. Therefore, the use of replacement cost values provides a "reasonable" estimate for the overall current value of existing park buildings and sites within the park system.

The reality is that the City has not "overvalued" its park improvements assets. Rather, by using an artificially low improvement base amount ($319,000 per acre), and accounting for construction cost escalation over the past few years without any adjustment to the low base amount, the quantity and quality of future public park assets will be less than what is required to serve new residents at the same level as current park improvements. The City needs to incorporate a higher per acre value for park improvements, or risk not being able to provide the parks needed at the current park standards.

The rationale for inclusion of public park easements, facilities designated by joint use agreement (often constructed, operated and maintained by City) is contained in the February 15, 2019 response to public comments (Attachment 3).

Therefore, based on the data and its analysis, the City is using a conservative estimated cost to build out an acre of parkland in the amount of $1.335 million for use in the in-lieu fee calculation. Use of this value will result in collection of fees to construct new park site improvements and recreational assets to serve new residents at existing average service levels.

Table 3
Per Acre Value used in Fee Calculations for Existing Park Improvements.

2014	2015	2016	2017	2018	2019
$319,000	no update	no update	no update	no update	$1,335,000

Fee Components & Nexus Study Update. Willdan Financial Services, Inc. completed a Park and Recreation Facilities Development Impact Fee Study Update, dated January 2019 (Attachment 1). Some of the key components and assumptions are summarized below.

- Park Service Population
- Housing type occupant density
- Park & Recreation Facilities Inventory 2018 Update
- Quimby Act parkland dedication standard
- Mitigation Fee Act standard (2018)

- Land value by ZIP Code area
- Cost of park improvements

The City uses housing type occupant density based on U.S. Census Bureau data as called for in Quimby which shows 2.4 per multifamily unit and 2.98 for single family units. While residential developers of smaller sized units contend that such units should pay lower fees due to lower density, micro units are currently undefined, comprise only 33% of multifamily units, and additional Census data and analysis would be needed to provide an appropriate local representative sample and understanding of the effects of small unit policies on park dedication standards. However, Staff could conduct a study after the upcoming census is completed.

The calculations of the cost per capita for each of the ZIP code areas of the City are found in Attachment 1 Nexus Study Tables 10, 11.a, 11.b, and 11.c. The Nexus Study provides the latest information, analysis and statutory findings required to support the public facilities fee program at 100% cost recovery to address public parks and recreation facilities and capital improvements for future residential development through the 2035 planning horizon. The data used in the Nexus Study Update reflects the most current information available. The fees calculated use an existing inventory demand standard translated into facility costs per capita to determine new development's fair share of parks and recreation facilities. The proposed fees by area and residential development type in comparison to the existing 2017 fees in lieu of parkland dedication are given in Table 4 below.

Table 4
Maximum Justified Fees Due in Lieu of Parkland Dedication.
Comparison of Existing 2017 to 2019

Area	**Project Type**	**Quimby Act**			**Mitigation Fee Act**		
		Existing Fee 2017	*Fee 2019*	*% Incr.*	Existing Fee 2017	*Fee 2019*	*% Incr.*
95050	Single Family	$31,804	*$44,637*	*40%*	$27,195	*$40,093*	*46%*
	Multi-Family	$24,566	*$35,949*	*46%*	$21,007	*$32,290*	*52%*
95051	Single Family	$34,182	*$46,962*	*37%*	$29,201	*$42,108*	*43%*
	Multi-Family	$26,403	*$37,822*	*43%*	$22,556	*$33,912*	*49%*
95054	Single Family	$34,946	*$47,345*	*35%*	$29,845	*$42,439*	*41%*
	Multi-Family	$26,993	*$38,130*	*41%*	$23,053	*$34,179*	*47%*

It is acknowledged that the maximum justifiable fees due in lieu of parkland dedication proposed in the attached Fee Resolution represent a significant increase compared to those in effect since 2017. The current justifiable fees and relative increase is primarily due to the increase in the appraised value of land and the increased costs of park improvements, among other minor adjustments. The cost to purchase land as shown in the land valuation analysis date of 12-31-2017 is higher than the

last appraisal date of 12-31-2016. The cost to construct improvements (site and building) in a new park site is now well over $1.335 million per acre, much higher than the $319,000 per acre improvement value used and not adjusted since 2014.

Since the fees due in lieu of parkland dedication are justified to increase significantly and developers are concerned about the impact fees have on their near term projects remaining financially viable, staff has developed policy options for Council consideration. The options include approval of fees at 100% cost recovery, or to phase the increase over a period of time, or to approve a fee less than 100% cost recovery. Council action requires adoption of a Fee Resolution (Attachment 5) that will: approve the required statutory findings of the Nexus Study as the basis for the Quimby and MFA fees, establish the per-acre land values, set fees at some percentage of City cost recovery up to 100%, and determine the implementation schedule (including potential phasing), and dates when the new fee amounts will apply to new residential project applications as they are "deemed complete."

Feasibility of Residential Development.
One additional concern that has been communicated by the BIA is the overall cost of residential development, specifically City fees. Their specific concern is that new and updated City fees could make residential development infeasible in the City. Staff is recommending evaluating the effects of total development fee levels on developers' ability to provide housing of various types. The City has two current consultant contracts reviewing City fees and will review the required scope with one of these firms to complete this work in the near term.

Policy Alternatives
Staff has developed three Policy Alternatives for Council consideration.

1. Approve the fees at 100% cost recovery;
2. Phase in the fee increase to achieve 100% cost recovery over a period of time; or,
3. Approve fees at less than 100% cost recovery.

It is important to note that the City's preference is for dedication of developed neighborhood or community parkland to serve the new residential developments at the current standard of service for developments over 50 units, and in lieu fees for developments with 50 units or less. When parkland and improvements are provided at the prescribed ratio of 2.6 acres (MFA) or 3 acres (Quimby), no fees are due. Also, developers may receive credit for up to 50% of fees due for dedication of eligible, on site private open space and recreational amenities, and an additional 15% for housing developments for seniors, and low and moderate-income housing. All surrounding cities require parkland dedication and/or fees in lieu of parkland dedication which have had no known adverse impact on new residential housing development. Fees charged are one-time costs and are usually apportioned to the new residents of the new housing projects through sales price or rent amount.

Alternative 1 - Approve the fees at 100 percent cost recovery.

This policy alternative requires adoption of a resolution that makes the required statutory findings as supported in the Nexus Study and adopts the fees proposed allowable fees for 2019 in Table 5 below. Approval of the Resolution will update the new housing development impact fees due in-lieu of parkland dedication which were last updated (decreased) in July 2017. This alternative acknowledges that a significant fee increase of between 35%-46% for Quimby and 41-52% for MFA is warranted in order for the City to recover 100% of the anticipated costs associated with acquisition

and development of parkland under Quimby and MFA.

Table 5

Alternative 1 Fee Scenario.

Fee increased by 100% of cost recovery (allowable increase)

Area	Type	Quimby Act			Mitigation Fee Act		
		Existing Fee 2017	*Allowable Fee 2019*	% Incr.	Existing Fee 2017	*Allowable Fee 2019*	% Incr.
95050	Single Family	$31,804	*$44,637*	40%	$27,195	*$40,093*	46%
	Multi-Family	$24,566	*$35,949*	46%	$21,007	*$32,290*	52%
95051	Single Family	$34,182	*$46,962*	37%	$29,201	*$42,108*	43%
	Multi-Family	$26,403	*$37,822*	43%	$22,556	*$33,912*	49%
95054	Single Family	$34,946	*$47,345*	35%	$29,845	*$42,439*	41%
	Multi-Family	$26,993	*$38,130*	41%	$23,053	*$34,179*	47%

Based on state law, Council may implement the fees immediately after adoption of the Fee Resolution in the case of projects subject to Quimby (i.e. August 28, 2019), and 60 days after adoption of the Fee Resolution in the case of projects subject to MFA (i.e. October 26, 2019).

If the parkland dedication standards and fees are set at the Nexus Study Update justified levels, then the City can anticipate being able to maintain park service levels at current standards and receive 100% cost recovery for the acquisition and development of public parkland and recreational amenities. When fees are accepted in lieu of developed parkland dedication, the City will be able (under Quimby), to rehabilitate enhance and intensify use of existing neighborhood and community parks and amenities as well as (under MFA and Quimby) to acquire and develop new parks and recreational amenities.

Alternative 2 - Phase the fee increase to achieve 100% cost recovery over a period of time.

This policy alternative requires adoption of a resolution that makes the required statutory findings as supported in the Nexus Study as the basis for 100% cost recovery fees warranted under Quimby and MFA and adopts the fees proposed allowable fees for 2019 in Table 6 below. However, it phases in the park improvement component of the fee in the amount of $1,335,000 ($3,471 per capita) incrementally over a three-year period, 25% per year ($868 in 2019, $1,736 in 2020, $2,604 in 2021 and the full amount of $3,471 in 2022). The annual land valuation component would use the 12-31-2017 appraisal values for 2019; however, the land valuation component would be updated annually as prescribed by Code, using the 12-31-2019 land appraisal valuation in the calculation of 2020 fees, and the 12-31-2020 land appraisal valuation in the calculation of 2021 fees, and the 12-31-2021 land appraisal valuation in the calculation of 2022 fees. The annual land valuation may increase or decrease and will be available for public comment as prescribed in the Council approved

supplemental instructions. Future fees will be contained in a Council Resolution and applied to applications deemed complete after June 30 of each year.

Table 6 Alternative 2 Fee Scenario. Fee increased by 25% of total park improvement per capita value ($3,471), per year Land valuation increase/decrease based on annual appraisals in 2020, 2021, 2022 (not shown)

Quimby Act						
Area	**Project Type**	Existing	*2019*	*2020**	*2021**	*2022**
95050	Single Family	$31,804	*$36,724*	*$39,361*	*$41,999*	*$44,637*
	Multi-Family	$24,566	*$29,576*	*$31,700*	*$33,825*	*$35,949*
95051	Single Family	$34,182	*$39,049*	*$41,687*	*$44,324*	*$46,962*
	Multi-Family	$26,403	*$31.449*	*$33,573*	*$35,697*	*$37,822*
95054	Single Family	$34,946	*$39,432*	*$42,070*	*$44,707*	*$47,345*
	Multi-Family	$26,993	*$31,757*	*$33,882*	*$36,006*	*$38,130*
Mitigation Fee Act						
Area	**Project Type**	Existing	*2019*	*2020**	*2021**	*2022**
95050	Single Family	$27,195	*$32,179*	*$34,817*	*$37,455*	*$40,093*
	Multi-Family	$21,007	*$25,916*	*$28,041*	*$30,165*	*$32,289*
95051	Single Family	$29,201	*$34,195*	*$36,832*	*$39,470*	*$42,108*
	Multi-Family	$22,556	*$27,539*	*$29,664*	*$31,788*	*$33,912*
95054	Single Family	$29,845	*$34,526*	*$37.164*	*$39,801*	*$42,439*
	Multi-Family	$23,053	*$27,806*	*$29,930*	*$32,055*	*$34,179*
** Actual fees calculated for 2020, 2021 and 2022 will vary from amounts above, and will use the annual land appraisal value, per Code, which may go up or down.*						

Based on state law, Council may implement the fees immediately after adoption of the Fee Resolution in the case of projects subject to Quimby (i.e. August 28, 2019), and 60 days after adoption of the Fee Resolution in the case of projects subject to MFA (i.e. October 26, 2019).

Alternative 3 - Approve a fee less than 100% cost recovery.

This policy alternative requires adoption of a resolution that makes the required statutory findings as supported in the Nexus Study as the basis for 100% cost recovery fees warranted under Quimby and MFA, however it would set the amount of fees for each project type and Zip Code Area at some percentage less than 100% cost recovery as shown in the proposed column in Table 7 below. While the City would continue to adjust land valuation (increase/decrease) annually based on annual appraisal, it would not use the full 100% cost recovery value. This action will not allow the City to continue to provide new neighborhood and community parks at the current citywide park system standards to accommodate new residents' park and recreational facility demands.

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Based on state law, Council may implement the fees immediately after adoption of the Fee Resolution in the case of projects subject to Quimby (i.e. August 28, 2019), and 60 days after adoption of the Fee Resolution in the case of projects subject to MFA (i.e. October 26, 2019).

Table 7
Alternative 3 Fee Scenario.
Fee increased by TBD% of total allowable amount
(less than 100% cost recovery)

Area	**Project Type**	**Quimby Act**			**Mitigation Fee Act**		
		Existing Fee 2017	Allowable Fee 2019	*Proposed*	Existing Fee 2017	Allowable Fee 2019	*Proposed*
95050	Single Family	$31,804	$44,637	*TBD*	$27,195	$40,093	*TBD*
	Multi-Family	$24,566	$35,949	*TBD*	$21,007	$32,290	*TBD*
95051	Single Family	$34,182	$46,962	*TBD*	$29,201	$42,108	*TBD*
	Multi-Family	$26,403	$37,822	*TBD*	$22,556	$33,912	*TBD*
95054	Single Family	$34,946	$47,345	*TBD*	$29,845	$42,439	*TBD*
	Multi-Family	$26,993	$38,130	*TBD*	$23,053	$34,179	*TBD*

Implementation Schedule.
Fees have not been updated since June of 2017 and are normally updated annually to take effect with the start of each Fiscal Year (July 1). Since the item has been continued twice in 2019 and provided an additional four months of time for consideration, the Fee Resolution (Attachment 5) proposes an implementation schedule based on state law, that projects subject to the Quimby Act (such as subdivisions) would be effective immediately and imposed on housing development Projects with applications deemed complete after August 28, 2019, and that fees for projects subject to the Mitigation Fee Act (such as apartment complexes) would be effective 60 days after the effective date of the resolution and imposed on housing development Projects with applications deemed complete after October 26, 2019.

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. In addition, the requirement of parkland dedication or collection of fees in-lieu may assist in the mitigation of impacts from new housing development projects.

FISCAL IMPACT

Based upon the anticipated residential growth through 2035, the City will need an estimated 73 to 86

additional acres of developed parkland to serve the new residents at the existing level of service (2.6 acres to 3 acres of developed parkland per one thousand residents). When fees due in-lieu of parkland dedication are consistently aligned with the current costs of land (valuation determined by appraisal) and to provide the current standard of park improvements and assets (determined by current design/construction costs to build parks with similar assets as included in the existing park system), then the program fees will be appropriately set to achieve a 100% cost recovery rate under the current market conditions. It is important to note that residential developers may receive up to 50% credit for including eligible private open space and recreational amenities.

Under current market conditions and values disclosed in the Nexus Study, the cost of land needed to be acquired is between $289.5 million dollars if all under MFA and $334 million dollars if all under Quimby at $3.922 million average value per acre. The per capita cost varies by zip code area. The cost of park improvements to be constructed on that parkland is approximately $98.5 million ($3,471 per person, at $1.335 million per acre). Depending upon the percent of cost recovery approved, actual fees collected may be lower. The total program value given the current assumptions over the life of the General Plan period is a total range of $388 to $432.6 million.

The actual amount in lieu fee revenue collected will vary based upon several factors: the actual amount of land dedicated by each housing project; the valuation of land used when the fees are set and updated; the value of existing developed parkland used in the formula; the density, number and type of new housing units built; and the amount of financial credit developers receive for eligible on-site private open space and recreation amenities (reduces remaining fees due in lieu of parkland dedication by 50%-65%).

While Quimby and MFA fees address capital budget needs for acquisition and development of new parkland, the City has pursued measures to reduce the impact of the ongoing operations and maintenance costs of the new parkland through other financing mechanisms, such as developer contributions, Community Facilities Districts, and/or park maintenance agreements with residential developers. This helps to address the impact of new parkland on the City General Fund Operating Budget. The City has also used other sources of funds such as Land Sale Reserve and the General Fund to address deficiencies in the existing park infrastructure and has explored new funding sources to address aged park infrastructure needs.

However, if fees in lieu of parkland dedication are not set at 100% cost recovery, the program will not be able to address and mitigate the impacts of additional residential housing nor allow the City to provide the same level of service for new parks and recreation facilities. Additional funds from the General Fund or other sources of capital will be needed to address the impacts of new residential housing growth. For example, if the fee component for park improvements is set/collected at less than $1.335 million per acre, then the improvements on new parkland would be less than found in existing City parks, or alternative sources of funding would need to be identified and allocated to construct new parks at the existing standard level of improvement.

The anticipated cost of a consultant to conduct a future study (post 2020 Census) to evaluate small unit resident density issues and a feasibility study to study the effects of total development fee levels on developers' ability to provide housing of various types is unknown at this time, but both studies are expected to be in the $100,000 range, and involve multiple departments' staff.

COORDINATION

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

PUBLIC CONTACT

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

In addition, community meetings were held in 2018 and 2019 with community and residential development stakeholders. Attachments to this report were made available and posted on the City Website two weeks in advance of the Council meeting date (some have been available for longer periods of time), and a notice of the public hearing was published twice in the *Santa Clara Weekly* on March 27 and April 3, 2019. At the April 9, 2019 meeting, City Council opened the public hearing, and took testimony from one member of the public (Attachment 6), then Council voted to continue the item to May 21, 2019. On May 21, 2019, the item was continued to August 2019. Notice of the August 27 public hearing was published on August 14 and August 21, 2019 in the *Weekly*, a newspaper of general circulation in the City.

POLICY ALTERNATIVES

1. Adopt a resolution that approves fees at 100% cost recovery. This policy alternative makes the required statutory findings supported in the Nexus Study as the basis for 100% cost recovery fees warranted under Quimby and MFA. This alternative acknowledges that a significant fee increase of between 35%-46% for Quimby and 41-52% for MFA is warranted in order for the City to recover 100% of the anticipated costs associated with acquisition and development of parkland under Quimby and MFA.

2. Adopt a resolution that phases in the fee increase to achieve 100% cost recovery over a period of time. This policy alternative makes the required statutory findings as supported in the Nexus Study as the basis for 100% cost recovery fees warranted under Quimby and MFA. However, it phases in the park improvement component of the fee in the amount of $1,335,000 ($3,471 per capita) incrementally over a three-year period, 25% per year, or $868 in 2019, $1,736 in 2020, $2,604 in 2021 and the full amount of $3,471 in 2022. The annual land valuation component would use the 12-31-2017 appraisal values for 2019.

3. Adopt a fee resolution that approves fees less than 100% cost recovery. This policy alternative would need to approve the required statutory findings of the Nexus Study Update as the basis for fees warranted under Quimby and MFA but would set a fee at some percentage less than 100% cost recovery; the City would continue to adjust land valuation (increase/decrease) annually based on annual appraisal but not at 100% cost recovery.

4. Conduct a Feasibility of Residential Development Study that will evaluate the effects of total development fee levels on developers' ability to provide housing of various types.

RECOMMENDATION

Alternatives 2 and 4:

2. Adopt a Resolution Establishing the Average Per-Acre Land Values and Parkland In Lieu Fee Schedule for New Residential Development for FY2019-20 In Accordance with Title 17 ("Development") Chapter 35 ("Park and Recreational Land") of the Code of the City of Santa Clara with the exception that the total allowable amount for increases in park improvement values will be phased in over a three year period at 25% per year and the land appraisal will be conducted annually as required per City Code 17.35 and new fees effective July 1 of each year.

4. Conduct a Feasibility of Residential Development Study that will evaluate the effects of total development fee levels on developers' ability to provide housing of various types.

Prepared by: James Teixeira, Director of Parks & Recreation
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Park and Recreational Facilities Development Impact Fee Update Study Willdan Financial Services
2. Land Valuation Appraisal Report Schmidt 12-31-2017
3. Public Questions, Comments & Responses 2018-2019
4. Public Communications March 2018 thru February 2019
5. Resolution Establishing the Average Per-Acre Land Values and Parkland In Lieu Fee Schedule for New Residential Development for FY2019-20
6. Public Comment-April 9 Council Meeting
7. Post Meeting Material from May 21, 2019 Council Meeting

19-614 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT

Action on the Resolution Approving the Award of Agreement to Levy Premium Foodservice Limited Partnership for Food and Beverage Operations at the Santa Clara Convention Center and Authorizing the City Manager to Negotiate and Execute Agreement, to Take Ministerial Actions to Implement the Terms of the Agreement, and to Execute Two Five-Year Options to Potentially Extend the Term of the Agreement Through June 30, 2035.

EXECUTIVE SUMMARY

The City conducted a Request for Proposal procurement process to solicit proposals from qualified firms to operate a first-class, high-quality food and beverage service at the Santa Clara Convention Center. Following an extensive evaluation process by a five-member evaluation panel, staff is recommending the selection of Levy Premium Foodservice Limited Partnership (Levy) as the new food and beverage operator. Staff is requesting City Council authorize the City Manager to execute an agreement with Levy to provide food and beverage services at the Santa Clara Convention Center effective November 1, 2019 with actual food and beverage operations to commence January 1, 2020, and to authorize the City Manager to make minor modifications to the final agreement consistent with this Report to Council.

BACKGROUND

During its tenure as the Convention Center manager/operator, the Santa Clara Chamber of Commerce (Chamber) executed an agreement with Aramark Sports and Entertainment Services (Aramark) to provide food and beverages services at the Santa Clara Convention Center. The agreement was executed in 2008 and was subsequently amended in 2014 to extend the term through 2022 with one additional two-year option to extend the agreement, ending on June 30, 2024 if the final option year was exercised.

The City terminated the Convention Center Management Agreement with the Chamber effective March 17, 2019 and executed an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to manage and operate the Convention Center effective March 18, 2019.

In order to maintain continuous operations within the facility, Spectra transitioned nearly all the contracts previously executed with the Chamber to agreements with Spectra for an interim period. This approach allowed Spectra to better understand Convention Center operations and, where necessary, conduct simultaneous competitive procurement processes to seek competitive pricing and updated contracts for services.

One of the most critical service contracts is for the management and operations of the food and beverage services. The food and beverage operator has a significant impact on operating revenues at the Convention Center as well as the reputation of the overall facility.

After several months of discussion, the City and Aramark could not agree on the terms of an interim agreement. On May 20, 2019 Aramark delivered a letter to the City stating their intent to cease food and beverage operations on July 26, 2019 if the City did not favorably respond to their proposed terms by May 22, 2019. On June 9, the City sent Aramark a letter to confirm its understanding that Aramark's decision to cease operations was final and to express its desire to work together to ensure a smooth transition to a new interim provider with minimal service disruptions.

With less than 60 days to secure and transition to a provider, staff contacted Spectra who agreed to provide food and beverage services on an interim basis through another Spectra company, Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality (Ovations), to allow sufficient time for the City to conduct a competitive Request for Proposal to select a permanent provider. On July 16, 2019, City Council approved an interim food and beverage agreement with Ovations Food Services dba Spectra Food Services & Hospitality for a limited term ending on December 31, 2019.

On May 13, 2019, the City released a Request for Proposal (RFP) for Food and Beverage Operations for the Santa Clara Convention Center. The RFP solicitated proposals from qualified firms to provide the City and the Convention Center with the highest-quality food and beverage services as well as meeting other City objectives such as a long-term partner focused on the Santa Clara market; provide a strategic view on how to enhance Convention Center revenue; and the monitoring and measuring of key performance indicators.

DISCUSSION

The City published the RFP using BidSync, the City's e-procurement tool, and outreached directly to firms that provide food and beverage services, as well as firms that expressed interest in receiving the RFP prior to its release. A total of 53 companies viewed the RFP.

On May 24, 2019, the City held a mandatory pre-proposal conference at the Convention Center that was attended by seven food and beverage companies. The purpose of the meeting was to give potential proposers a better understanding of the City's requirements by providing an overview of the RFP, a tour of the facility, and a forum for questions. The City's consulting firm, Jones Lang LaSalle (JLL), highlighted the City's goals and objectives for the food and beverage operation at the Convention Center.

Three proposals were received by the June 24, 2019 deadline:

- Levy Premium Foodservice Limited Partnership (Chicago, IL)
- Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality (Philadelphia, PA)
- Volume Services, Inc. d/b/a Centerplate (Stamford, CT)

Proposal Evaluation Process

The evaluation process consisted of two phases. In Phase 1, the written proposals were evaluated and scored against the criteria and weights demonstrated in Table 1 below. Firms that earned the highest scores were invited to advance to Phase 2 of the evaluation process, where they were required to provide an oral presentation and tasting samples from their proposed menus including both concession and catering offerings.

Table 1 - RFP Evaluation Weights

Evaluation Criteria	Phase 1 Weight	Phase 2 Weight
Quality of Proposal	5%	//////////////////////////
Experience	20%	10%
Operating Considerations/Innovation	30%	25%
Staffing Plan	20%	10%
Financial Proposal	25%	25%
Oral Presentation (finalists only)	//////////////////////	30%
Total	100%	100%

Evaluation Team

A five-member evaluation team was named with both internal and external representation as follows: Manny Gonzalez (Vice President & General Manager, California's Great America), Robin Reynolds (Associate Vice President for Auxiliary Services, Santa Clara University), Ruth Shikada (Assistant City Manager, City of Santa Clara), Nadine Nader (Assistant City Manager, City of Santa Clara), and Angela Kraetsch (Finance Director, City of Santa Clara). Prior to receiving the proposals, the evaluators were required to complete a Conflict of Interest form to ensure that there were no financial or personal conflicts that might influence their ability to score the proposals fairly and objectively.

Evaluators were required to score independently. At the conclusion of each phase of the evaluation process, the evaluators discussed their scores in a team setting facilitated by a City Contracts Manager from the Purchasing Division. Evaluators were permitted to adjust their scores based on the discussion. During the evaluation process, consultant JLL was utilized to assist the evaluation team by providing information that was pertinent to the goals of the Convention Center.

Phase 1 of the Evaluation Process

In this phase, the evaluation team reviewed and scored each written proposal against the criteria set forth in the table above. Upon conclusion of this phase, Centerplate voluntarily notified the City of their decision to withdraw from the process. Both Levy and Ovations advanced to Phase 2 of the evaluation process.

Phase 2 of the Evaluation Process

This phase consisted of an on-site oral presentation and tasting at the Convention Center. Both firms were required to explain their approach to providing a high-quality food and beverage services incorporating programs that engaged the local workforce, created sustainability, and enhanced customer satisfaction. In addition, the proposers were asked to prepare designated food and beverage samples from their proposed menus to demonstrate how their philosophy and approach are presented in their food and beverage offering. The level of innovation and breadth of services proposed was a clear indication of the success of the RFP process and future opportunities for food and beverage services at the Convention Center.

Best and Final Offer

Following oral presentations, staff issued a Best and Final Offer (BAFO) that provided a final opportunity for Levy and Ovations to revise their financial proposal and propose any new and innovative concepts or guarantees. As summarized in Table 2 below, both proposers improved upon their initial financial positions by increasing their capital investments, offering rebates of fees in the event key performance indicators are not met, and boosting their commitments to engage the local community.

Table 2 - Comparison of Best and Final Offers

Financial Term	**Levy**	**Ovations**
Capital investment	$5,000,000 (amortized)	$7,000,000 (amortized)
Community enrichment investment	$750,000 (amortized)	//////////////////////
Management fee[(a)]	4.5% of gross receipts	2% of gross receipts
Incentive fee[(a)]	8% of net receipts	6% on net operating profits up to $3,000,000 and 13.5% on net operating profits over $3,000,000
Fee rebates if key performance measure(s) are not met	Up to $200,000 of the management fee	Up to 50% of the incentive fee
Projected gross receipts for the five-year initial term	$67,589,000	$67,784,050

[(a)]Levy submitted an alternate fee model ($500,000 fixed management fee per year plus 10% of gross receipts over $8 million). Based on calculations using the income projections provided by Levy, the City did not find this alternate fee model advantageous.

Final Evaluation Scores and Award Recommendation

Staff recommends award of contract to Levy Premium Foodservice Limited Partnership as the most advantageous and best value proposal based upon the scores from Phase 2 as summarized in Table 3 below:

Table 3 - Phase 2 Scores

Evaluation Criteria	**Weight**	**Levy**	**Ovations**
Experience	10	10	9
Operating Considerations	25	23	22
Staffing Plan	10	9	9
Financial Proposal	25	20	22
Oral Presentation	30	30	25
Total	**100**	**92**	**87**

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Levy and Ovations are both foodservice industry leaders with extensive client lists in both the private and public sectors. The evaluation team agreed that Levy's unique approach, product quality, and philosophy were the best value for the City and would position the Convention Center very competitively in the market.

The following are key differentiators that were noted by the evaluation team which resulted in a higher score for Levy:

- Levy presented a high-quality, creative food offering unique to Santa Clara.
- Levy committed to fully fund a capital investment of $5 million (amortized over 15 years) to pay for start-up costs as well as ongoing innovation and transformation projects such as activating the public space of the Convention Center.
- Levy committed to invest an additional $750,000 (amortized over 15 years) to drive community enrichment and develop local partnerships.
- Levy presented a sustainability program supported by a five-year roadmap designed to minimize use of landfill.
- Levy committed to purchase a minimum of 25% locally sourced and produced products.
- Levy presented a well-designed financial model to control costs by leveraging its national purchasing power as well as using their own in-house bakery to reduce cost.
- Levy uses a proprietary data analytics software to predict measurable guest outcomes to drive customer satisfaction as well as create sales and marketing opportunities.
- Levy has a local trained workforce of 10,000+ to draw from to scale up operations when needed.
- Levy presented an aggressive proforma budget with an accountability plan that reflects improved results.

Staff conducted reference checks with Kentucky International Convention Center (Louisville, KY), Greater Columbus Convention Center (Columbus, OH), and Puerto Rico Convention Center (San Juan, Puerto Rico). The references were asked about Levy's food quality, service delivery, and ability to meet or exceed financial targets. Each reference was highly pleased with Levy's performance in all those areas.

Notice of Intended Award

A Notice of Intended Award (NOIA) announcing the City's recommended food and beverage operator was issued on August 16, 2019. The RFP included a ten-day protest period which commenced with the issue of the NOIA and ended on August 26, 2019. No protests were received.

Summary of the Proposed Agreement

As mentioned earlier, the interim food and beverage agreement with Ovations will end on December 31, 2019. The proposed agreement with Levy will be effective starting November 1, 2019 to allow for a 60-day operation transition period for Levy to begin providing food and beverage services at the Convention Center on January 1, 2020. Consistent with the RFP published by the City, the initial term of the agreement is five years with two additional five-year options to extend at the discretion of the City. As Levy would take over the food and beverage operation of the Convention Center as of

January 1, 2020, the initial term expires on June 30, 2025 for all accounting to be consistent with the City's fiscal year.

The proposed agreement with Levy contains key provisions to ensure high-quality food and beverage operations at the Convention Center, proper safeguards of City funds, and use of local workforce and market. The terms described by Levy in their proposal have been documented in the proposed agreement. We would like to bring to your attention that, under the proposed agreement, the City is obligated to fund any "shortfalls" in the operating account if food and beverage revenues are insufficient to cover anticipated expenses over the next 4 weeks ("shortfall"). It should also be noted that to the extent the City does not exercise its options to extend the overall term to 15 years or for any other reason terminates the Agreement prior to its then current expiration date, it would be responsible to pay Levy for any unamortized capital or community investment funds. In addition to the financial commitments made by Levy (as shown in Table 2 above), the agreement also includes the following key provisions:

- safeguards and controls over the operating account;
- qualitative and quantitative performance measures designed to capture the breadth of commitments made in the RFP response and their corresponding weights;
- administrative and management services;
- use of local workforce;
- City's worker retention policy that requires Levy to retain existing employees for a period of 90 days;
- monthly and quarterly reporting of both financial results and status of all performance measures;
- annual performance audit; and,
- City monitoring.

The proposed agreement with Levy also outlines duties and obligations of the Santa Clara Convention Center Operator, Spectra. To acknowledge these duties, the City and Spectra have agreed on an Addendum to the City-Spectra Convention Center Management Agreement. The Addendum acknowledges that Spectra has reviewed the Food and Beverage Agreement and accepts and agrees to the duties of the Operator as set forth in the Food and Beverage Agreement are duties of Spectra as the City's agent under the Management Agreement. The Addendum does not modify or amend any terms of the Management Agreement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the 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

Table 4 below summarizes the key financial projections under the proposed agreement:

Table 4 - Financial Projections

	January 1, 2020 - June 30, 2025	July 1, 2025 - June 30, 2030	July 1, 2030 - June 30, 2035	Total
Projected gross receipts	$72,649,000	$88,400,000	$106,341,000	$267,390,000
Projected compensation to Levy	$5,380,752	$6,685,318	$8,070,620	$20,136,690
Projected net profit to City	$24,282,789	$31,134,158	$37,780,662	$93,197,609

All activities related to this contract are accounted for in the Convention Center Enterprise Fund. As net profits are realized, funding could be allocated for future Convention Center capital improvement program needs or made available for the General Fund. Available funding will be evaluated and recommended for allocations in future budget processes.

COORDINATION

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

PUBLIC CONTACT

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

RECOMMENDATION

Adopt a Resolution:
1. Authorizing the City Manager to negotiate and execute an agreement with Levy Premium Foodservice Limited Partnership for Food and Beverage Operations at the Santa Clara Convention Center consistent with the terms and form of agreement in the staff report for an initial term starting on November 1, 2019 and ending on June 30, 2025; and
2. Authorizing the City Manager to take ministerial actions consistent with the terms of the agreement; and
3. Authorizing the City Manager to execute two five-year options to extend the term of the Agreement through June 30, 2035.

Reviewed by: Ruth Shikada, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Agreement for Food and Beverage Operations at the Convention Center (Form)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP FOR FOOD AND BEVERAGE OPERATIONS AT THE SANTA CLARA CONVENTION CENTER

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City executed an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to manage and operate the Santa Clara Convention Center (Convention Center) effective March 18, 2019;

WHEREAS, on May 13, 2019, the City released a Request for Proposal (RFP) for Food and Beverage Operations to select a qualified firm to provide food and beverage service at the Convention Center;

WHEREAS, following a two-phase RFP evaluation process consisting of: a written proposal, an on-site oral presentation and tasting; and a Best and Final Offer (BAFO) response, a five-member evaluation panel recommended the selection of Levy Premium Foodservice Limited Partnership (Levy) as the food and beverage operator at the Convention Center;

WHEREAS, the Levy proposal included their approach to: providing a high-quality food and beverage services; a financial model with a return to the City; inclusion of programs that engaged the local workforce, created sustainability, and enhanced customer satisfaction;

WHEREAS, terms of the Levy proposal have been documented and included by reference in the form of Agreement;

WHEREAS, the form of Agreement has included duties and obligations of Spectra as the Convention Center Operator;

WHEREAS, the form of Agreement includes a term of five years with two additional five-year options; and,

WHEREAS, over the term of the agreement additional minor modifications to the Agreement

and other implementation agreements may be necessary to effectuate the intent of the parties as documented in the Levy proposal, staff report, and form of agreement;

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City Manager is authorized to negotiate and execute an agreement with Levy Premium Foodservice Limited Partnership (Levy) for Food and Beverage Operations at the Santa Clara Convention Center.

2. The City Manager is authorized to take actions including ministerial actions to effectuate the agreement including but not limited to the execution of amendments to make minor modifications to the Agreement; execute up to two-five-year options to extend the agreement through June 30, 2035; and other implementation agreements may be necessary to effectuate the intent of the parties as documented in the Levy proposal, staff report, and final Food and Beverage agreement.

3. The City Manager is authorized to execute addendums or amendments to the Convention Center Management Agreement with Global Spectrum L.P. dba Spectra Venue Management to acknowledge the responsibilities of the Convention Center Operator under the Levy Food and Beverage Agreement.

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 _____, 2019, 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. Staff Report
2. Levy Proposal
3. Spectra Convention Center Management Agreement

AGREEMENT FOR FOOD AND BEVERAGE SERVICES

BETWEEN THE

CITY OF SANTA CLARA, CALIFORNIA,

AND

LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP

DATED: _____, 2019

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EBIX Insurance No. *S20000_____

AGREEMENT FOR FOOD AND BEVERAGE SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP

PREAMBLE

This Agreement is entered into on November 1, 2019, by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("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 owns the facility known as the "Santa Clara Convention Center" located in Santa Clara, California (the "Convention Center");

B. On May 13, 2019, City issued a Request for Proposal ("RFP") to select a qualified firm to provide Food and Beverage Operations for the Convention Center;

C. Contractor sent City a proposal in response to the RFP, dated June 24, 2019, thereby acknowledging the City's requirements, and further acknowledging requirements communicated in related RFP documents, oral presentations, and the exchange of information leading up to this Agreement (collectively, the "RFP Proposal"); and

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

E. The Parties hereby acknowledge and agree that they are bound by the terms and conditions of this Agreement starting on the Effective Date set forth above; however, the Term of this Agreement shall begin upon the commencement date for Food and Beverage Services, as further described in Section 3.1.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

Section 1. Definitions

1.1. **"Allowable Expense"** shall mean the cost of goods sold; direct labor paid, including applicable taxes, workers' compensation, fringe benefits for on-site management staff and employees as reasonably approved by the Convention Center's Operator; direct expenses paid for supplies; allocated insurance costs; taxes; telephone; postage; cleaning supplies; waste removal; pest control, permits; printing; decorating; repair and maintenance; uniforms; bank charges; the Management Fee; the Incentive Fee; accruals for reserves; marketing materials; and other costs associated with the operation such as supplies, credit card fees, computer software,

smallwares, equipment rental, and uniforms. The following expenses shall not be included in Allowable Expenses: Contractor's offsite supervision and support services (accounting and payroll services, facility planning and design, auditing, purchasing, personnel, etc.), Business Profit Taxes including the Possessory Interest Tax assessed by the County Assessor, other general corporate administrative and overhead expenses, and any allocation of corporate costs that are not directly attributed to the Convention Center.

1.2. **"Bad Debt Reserve"** shall have the meaning assigned to it in Section 12.2.3.

1.3. **"Capital Fund"** shall have the meaning assigned to it in Section 12.2.1.

1.4. **"City"** shall mean the City of Santa Clara. All references to City shall also include by reference those persons designated by the City to manage and oversee the Agreement.

1.5. **"Community Enrichment Investment"** shall have the meaning assigned to it in Section 14.2.

1.6. **"Convention Center"** shall mean the Santa Clara Convention Center.

1.7. "**Effective Date"** shall mean November 1, 2019.

1.8. **"Food and Beverage Services"** or "**Services**" or **"Foodservices"** shall mean the business of managing and providing (or causing to be provided) food, food products, candy, non-alcoholic and alcoholic beverages, novelties, souvenirs and merchandise in the concession areas, seating bowl, picnic areas, luxury boxes, restaurants, lounges, banquet rooms, catering areas, and all other areas of the Convention Center.

1.9. **"Force Majeure"** shall mean an act of God, riot, invasion, fire, flood, earthquake, tornado, storm, accident, strike, employee lockout or walk-out, or government interference, regulation, appropriation or rationing or any other event or condition similar to those enumerated above, that would render impossible a party's ability to perform hereunder.

1.10. **"Gross Receipts"** shall mean the total of all amounts received by Contractor from the operation of the Food and Beverage Services, including the net amount received by Contractor from subcontractors, any service charges and gratuities retained by Contractor, whether such amounts are evidenced by cash, check, credit, charge account, exchange or otherwise, less only retail sales taxes and other direct taxes imposed upon receipts collected from the consumer. Gross Receipts shall include amounts received from the sale of goods at the Convention Center as well as amounts received from orders taken or received at the Convention Center (regardless of where such orders are filled)**.**

1.11. **"General & Administrative Costs"** shall mean the cost of all other operating expenses and reserves.

1.12. **"Incentive Fee"** shall have the meaning assigned to it in Section 10.

1.13. **"Management Fee"** shall have the meaning assigned to it in Section 10.

1.14. **"Monthly Accounting Period"** shall mean the last day of each calendar month during the Term.

1.15. **"Net Profit"** shall mean the amount by which Gross Receipts exceed Allowable Expenses for the period in question.

1.16. **"Net Receipts"** shall mean the Gross Receipts less (i) all Allowable Expenses, including the Management Fee, and (ii) the items specifically identified elsewhere in this Agreement as being reimbursable out of or chargeable against the Gross Receipts.

1.17. **"Operating Account"** shall have the meaning assigned to it in Section 12.1.

1.18. **"Operating Budget"** shall have the meaning assigned to it in Section 13.1.

1.19. **"Operating Year"** shall mean each 12-month period of time during the Term beginning on July 1 and ending on June 30 including extension periods, if any, except the initial Operating Year shall commence on January 1, 2020 and end on June 30, 2020, as shown below.

Initial Term	
2019-2020 Operating Year	January 1, 2020 to June 30, 2020
2020-2021 Operating Year	July 1, 2020 to June 30, 2021
2021-2022 Operating Year	July 1, 2021 to June 30, 2022
2022-2023 Operating Year	July 1, 2022 to June 30, 2023
2023-2024 Operating Year	July 1, 2023 to June 30, 2024
2024-2025 Operating Year	July 1, 2024 to June 30, 2025
Option Term One	
2025-2026 Operating Year	July 1, 2025 to June 30, 2026
2026-2027 Operating Year	July 1, 2026 to June 30, 2027
2027-2028 Operating Year	July 1, 2027 to June 30, 2028
2028-2029 Operating Year	July 1, 2028 to June 30, 2029
2029-2030 Operating Year	July 1, 2029 to June 30, 2030
Option Term Two	
2030-2031 Operating Year	July 1, 2030 to June 30, 2031
2031-2032 Operating Year	July 1, 2031 to June 30, 2032
2032-2033 Operating Year	July 1, 2032 to June 30, 2033
2033-2034 Operating Year	July 1, 2033 to June 30, 2034
2034-2035 Operating Year	July 1, 2034 to June 30, 2035

1.20. **"Operations Investment"** shall have the meaning assigned to it in Section 14.1.

1.21. **"Operator"** shall mean the vendor under contract with the City to manage and operate the Convention Center.

1.22. **"Performance Audit"** shall have the meaning assigned to it in Section 16.3.3

1.23. **"Pre-Opening Expenses"** shall have the meaning assigned to it in Section 12.3

1.24. **"SCCVB"** shall mean the City-designated Destination Marketing Organization or successor DMO.

1.25. **"Shortfall"** shall have the meaning assigned to it in Section 12.1.2.

1.26. **"Training Reserve"** shall have the meaning assigned to it in Section 12.2.2.

1.27. **"Weighted Percentage"** shall have the meaning assigned to it in Section 11.1

1.28. **"Weighted Achievement Percentage"** shall have the meaning assigned to it in Section 11.1.

Section 2. Agreement Documents

2.1. 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:

2.1.1. Exhibit A – Proforma Budget

2.1.2. Exhibit B – Pre-Opening Expense Estimate

2.1.3. Exhibit C – Sample Calculation of Performance Measures

2.1.4. Exhibit D – Insurance Requirements

2.2. To the extent each is not inconsistent with this Agreement, City's RFP # CMO-003 (including subsequent updates), Contractor's proposal response dated June 24, 2019, Contractor's demonstration materials dated July 31, 2019, and Contractor's Best and Final Offer response dated August 7, 2019 are hereby incorporated by reference herein.

2.3. 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.

Section 3. Term of Agreement

3.1. Initial Term

Except as otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment, the term of this Agreement shall begin on November 1, 2019 ("Effective Date") and expire on 11:59 pm on June 30, 2025 ("Initial Term"). Notwithstanding the Effective Date, this Agreement shall be binding on the parties upon full execution hereof.

3.2. Option Terms

Upon expiration of the Initial Term, City has the option and sole discretion to extend this

Agreement, according to all terms and conditions, for a subsequent term of five (5) years ("Option Term One") by serving notice to Contractor no later than 180 calendar days from the expiration of the Initial Term. Upon expiration of Option Term One, City has the option and sole discretion to extend this Agreement, according to all terms and conditions, for a subsequent term of five (5) years ("Option Term Two") by serving notice to Contractor no later than 180 calendar days from the expiration of Option Term One. The Initial Term plus any such renewal terms is sometimes referred to herein as the "Term".

3.3. No Automatic Renewals

There shall be no automatic renewal of this Agreement upon the expiration of the Initial Term or either Option Terms.

Section 4. Representation and Warranties

Contractor represents, warrants, and maintains the following:

4.1. Contractor maintains that it has the experience, expertise and resources 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 skill and knowledge.

4.2. There are no actions, suits or proceedings pending or, to the knowledge of Contractor, threatened against or affecting Contractor which could have a material adverse effect on the ability of Contractor to honor its obligations under this Agreement or that involve the enforceability of this Agreement, at law or in equity.

4.3. Contractor is not in default in violation of, operating under, or subject to, any order, writ, injunction, decree or demand of any court or any governmental authority.

4.4. The consummation of the transactions hereby contemplated and the performance of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement, corporate charter, bylaw, or other agreement or instrument to which Contractor is a party or by which it or any of its assets may be bound or affected.

4.5. Contractor is not insolvent (as such term is defined in the Bankruptcy Code of 1978, 11 U.S.C. Section 101, et seq., as amended) and will not be rendered insolvent by execution of this Agreement or the consummation of the transactions contemplated hereby.

Section 5. Employees

5.1. General

All employees of Contractor, or of any subcontractor, shall be employees of Contractor and/or those same subcontractor(s), and not City. Subject to the requirements in the City's Retention Ordinance and applicable requirements and obligation otherwise set forth in this Agreement, including this Section, Contractor has sole discretion to select the number, function, qualifications, and compensation, including salary and benefits, of its employees, and shall control the terms and conditions of employment relating to such employees. At all

times during the Term of the Agreement, Contractor shall make available to the City for its review Contractor's recruitment and payroll policies.

5.2. Local Hiring and Contracted Services

Contractor shall make reasonable efforts to recruit, employ, and contract with qualified individuals and businesses that are part of the work force and business community within the City of Santa Clara, and to provide employment, contracting, and business participation opportunities to residents of the City of Santa Clara, including women, minorities, and economically disadvantaged individuals.

5.3. Labor Relations

The Parties agree that Contractor's performance under this Agreement and the ongoing operations of the food and beverage operations at the Convention Center are sufficiently vulnerable to disputes related to organized labor, and resulting interruptions in foodservice and operations at the Convention Center, and that labor peace is essential to the Parties' common interests under this Agreement. Therefore, to avoid any interruption to the foodservice operations, Contractor hereby affirms that it will make commercially reasonable efforts in order to assure labor peace during any Term of this Agreement.

Section 6. Staffing

6.1. General

6.1.1. Contractor shall select, employ, train, furnish and deploy in the optimum number (to match work requirements), in each work classification, employees who are proficient, productive, and courteous to patrons and shall discipline, and if necessary, discharge (subject to the terms and conditions of any then current collective bargaining agreement) of all personnel working in this operation. Contractor shall also provide adequately trained relief personnel in the event of absences.

6.1.2. Contractor shall furnish all necessary qualified supervision for the performance of the food and beverage service and agrees to assign to his/her operation a highly competent, full-time resident manager who shall have no duties other than direction of this operation. The Contractor shall secure the Operator's approval in advance as to the qualification of the manager and executive chef for this assignment, and, once assigned to this operation, such manager and chef shall not be hired without the approval of the Operator.

6.1.3. The City and Operator will have the right to interview and approve any candidates for general manager and executive chef.

6.1.4. Contractor's management should be available at all food/beverage functions/operations and said Contractor will set up a travel fund through a reserve account to permit travel/sales of Convention Center's food/beverage sales management staff for purpose of promoting and selling future events to prospective clients of the Convention Center (classified as part of general and administrative costs). All funds deposited in the foregoing described reserve shall be charged as an Allowable Expense. A

minimum of two management level full-time equivalents shall be designated as full-time sales professionals for this Agreement. The focus of the Contractor sales team will be on direct sales for social catering business and active support of all other event types in conjunction with the Operator and SCCVB.

6.1.5. If at any time the Operator reasonably determines that the Contractor's general manager, executive chef or his/her alternate is unsatisfactory, and such reasonable causes and reasons are duly reported in writing by the Operator to the Contractor, Contractor shall, within thirty (30) calendar days or such other timeframe that is mutually agreed by Operator and Contractor, replace him/her with a general manager who is satisfactory to the Convention Center. Contractor shall provide an interim general manager, executive chef or his/her alternate (as applicable) until the replacement individual has been approved. If, at any time, Contractor's general manager or executive chef desires to leave the Convention Center, Contractor shall use commercially reasonable efforts to cause the current general manager or executive chef to provide to the replacement general manager or executive chef such detailed training as necessary and required before changing his/her position.

6.1.6. Contractor agrees that there shall be no discrimination by it against any person, with respect to opportunity for employment or conditions of employment, because of race, color, religion, national origin, age or sex and warrants that it will comply with all applicable local, state and federal laws relating to employment practices.

6.1.7. Contractor assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, Unemployment Insurance, Workers' Compensation and Social Security) and the like, as required by the law. The foregoing costs and expenses shall be charged as Allowable Expenses.

6.1.8. Contractor will be responsible for requiring employees to abide by all instruction, regulation and codes specified by Operator as set forth in their Personnel Policy Manual and as may be amended from time to time. If Contractor object to updates to the Personnel Policy Manual as being inconsistent with Contractor’s current operating policies and practices, Contractor shall meet with Operator to resolve the conflicts. Nothing herein modifies Contractor’s obligation to comply with all applicable regulations and codes.

6.2. Unit Staffing, Labor and Personnel Training Practices

Prior to commencement of work in the Convention Center, Contractor shall furnish to the Operator a written statement setting forth training practices, the names of all employees, the commencement date of the employment at the Convention Center for each such employee, and the duties to be performed by each. Contractor shall also furnish to the Operator on a quarterly basis a written statement setting forth the names of persons being hired and ceasing to be employed in the Convention Center.

In addition, prior to commencement of work in the Convention Center, Contractor shall:

6.2.1. Describe outreach efforts to hire employees and contractors from Santa Clara and that reflect the diversity of the community.

6.2.2. Provide the number of entry level employee hours to be devoted to formal training for the staff at the Convention Center.

6.2.3. Submit a copy of the Employee Handbook. The City hereby acknowledges and agrees that Contractor' Employee Handbook is confidential information of Contractor, and therefore, the Operator shall not be permitted to disclose such Employee Handbook to any person or entity without Contractor's prior written consent. The Operator reserves the right to review the handbook and suggest any changes.

6.2.4. Describe recruiting techniques and sources of non-management labor.

6.2.5. Describe personnel policies and practices.

6.2.6. Deliver the transition plan for all aspects of the Food and Beverage operation.

6.3. City's Worker Retention Ordinance

Contractor shall comply with the City's Worker Retention Ordinance that requires that any City of Santa Clara business with more than 25 employees and/or any entertainment/convention venue with a capacity of 8,000 or more is subject to provisions of the Worker Retention Ordinance. The Ordinance requires applicable businesses who are considering changing contractors that provide food service, building service and/or security service, to require a new contractor to retain the existing employees for a period of ninety (90) days. During the transition, if at any time during the first ninety (90) days the successor Contractor determines that fewer employees are required, the successor Contractor shall retain employees based on seniority only. The complete Worker Retention Ordinance may be found at: http://santaclaraca.gov/government/departments/city-manager/worker-retention.

Section 7. Removal of Subcontractor

To the extent permitted by applicable law, the City or Operator reserves the right to remove any subcontractor from the premises whose background, performance and/or general methodologies are deemed by the City or Operator, not in the best interests of the overall Convention Center operation.

Section 8. Scope of Services

The standard for performance of services by Contractor will be in accordance with the express provisions of this Agreement and in accordance with industry standards, commitments outlined in this agreement and the RFP Proposal, and best practices. Without limiting the generality of the foregoing, Contractor agrees to perform and furnish management services, systems, and materials needed to operate, supervise, manage, and maintain the foodservice operations at the Convention Center with the highest quality and efficient manner possible, consistent with the direction outlined in the RFP Proposal and competitive with operations of other similar facilities.

8.1. General

8.1.1. Contractor shall have the exclusive right to operate foodservice areas, bars refreshment stands and vending operations selling food and beverages (alcoholic and non-alcoholic), except as herein otherwise provided. The rights also include wardrobe checking which may, from time to time, be subcontracted to a third-party subject to approval by the Operator. Failure to provide any service essential to the foodservice operation of the Convention Center as determined by the City and Operator will be considered a material breach of the Agreement. Contractor will be expected to subcontract specialty caterers when it is advantageous in attracting business or fulfilling the commitment to local businesses to the Convention Center.

8.1.2. The exclusive rights granted herein shall not include the sale at the Convention Center premises of audio/video recordings, non-food sundry items including but not be limited to: personal care products, programs, souvenir books, or other printed matter of a like nature and copyright novelties. However, the Operator may request Contractor to sell such items or may develop a separate contract granting exclusive rights for the sales of such items.

8.1.3. The Operator shall give Contractor “read only” access to the Convention Center Calendar software platform and advanced notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. Every effort will be made by the Operator to notify Contractor of cancellation of previously scheduled events to which due notice has been given the Operator. Contractor on the other hand shall be held strictly accountable for furnishing full and adequate service for the full period of time required for any event of which the Contractor has had notice. Further, nothing contained herein shall be interpreted to limit the Contractor in taking the initiative to obtain event information from the Operator in a timely manner.

8.1.4. The Operator and SCCVB will also inform Contractor of the tentative business and prospects that are under consideration, and it is expected that Contractor will offer assistance and support in converting prospects and tentative business to definite business with all event types.

8.1.5. Should Contractor utilize the Convention Center foodservice facilities for off-site food functions, approval of the Operator must first be obtained in writing and such off-site foodservice will be subject to restrictions imposed at that time, all such services to be considered as part of gross sales and as such be included under the management fee as per the set-out schedule, unless otherwise agreed by City and Contractor in writing. City Council approval may be required to establish conditions regarding such off site use.

8.2. Goals and Objectives

8.2.1. Operate a first-class, high-quality, food and beverage operation at the Convention Center servicing events ranging from conventions to consumer shows and meetings to entertainment to community events.

8.2.2. Provide a level of service and quality that rivals the industry and supports the Convention Center in its overall effort to compete for business.

8.2.3. Identify and implement initiatives to support the City of Santa Clara's priorities as it relates to the Convention Center's fiscal results, generating economic impact and positively impacting the local community while: 1) ensuring that the Convention Center remains competitive with other convention venues in both pricing and service levels, and 2) attracting and retaining conventions, trade shows, sporting events and other meetings to the Convention Center.

8.2.4. Provide exemplary customer service to attendees and visitors regardless of event type to be measured by a third party.

8.2.5. Develop a social catering direct sales and marketing strategy in collaboration with the Operator and SCCVB to promote the Convention Center to enhance usage by high value social events and increase revenues. Have sales staff that is focused with performance goals on direct sales to the local/regional social event market.

8.2.6. Properly maintain and safeguard the City's capital investment in the Convention Center through the exercise of the highest standards of maintenance and preservation and, recommend strategic capital improvements.

8.2.7. Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.

8.2.8. Surface future capital needs as it relates to future planning and ongoing competitiveness of the Convention Center in conjunction with the City and the Operator.

8.2.9. Coordinate and collaborate on all advertising, licensing, promotional activities, marketing, and public relations for the Convention Center and Santa Clara as a destination in coordination with relevant stakeholders.

8.2.10. Work cooperatively with stakeholders in attracting social catering events to the Convention Center.

8.2.11. Work with the Operator in the development of a SOP (Standard Operating Procedures) manual that includes the service commitments outlined in the RFP Proposal for all aspects of the Convention Center's food and beverage operations as it relates to and interfaces with Convention Center operations and identify how to create best in class service levels.

8.3. Foodservice Provision

Contractor shall organize, put into service and manage efficiently the following Convention Center beverage, catering and concession operations to provide excellent food, beverage and related vending services within a clean, attractive and pleasant environment.

8.3.1. Food and beverage fixed and mobile concession facilities

8.3.2. Food and beverage service for meeting rooms

8.3.3. Main production kitchen and finishing kitchen pantry

8.3.4. Main ballroom and all social catering areas

8.3.5. Vending services/areas

8.3.6. Public space – Retail Operations

8.3.7. Employee meals where applicable

8.4. Types of Services

8.4.1. Contractor, to satisfy the demands of the various client needs for food services, will be required to adapt its operation to meet the challenges of various service categories.

8.4.2. In addition to the normal concession and catering functions the Contractor will provide in the Convention Center, there will be a need for various specialized services which the Contractor will be required to provide. These services are normally associated with convention/trade show activities. These specialized services shall include, but not be limited to, the following:

8.4.2.1. **Meeting Room/Ballroom Service** - This activity involves the distribution of various snack-type and catered meals in the meeting room areas utilized by tenants. This type of service is similar in function to the room service normally associates with hotels. Characteristics of this service are similar to the following:

8.4.2.1.1. Food items ordered by quantity, i.e. dozens, as opposed to number of individuals to be served.

8.4.2.1.2. Service usually requires constant and frequent attention by Contractor to insure food and beverage items are fresh and in adequate supply.

8.4.2.1.3. The Operator may impose certain transportation and storage requirements and restriction so as not to conflict with function traffic access/egress before, during and after scheduled events.

8.4.2.1.4. Coffee service at stations located within a show office or in meeting room, ballroom areas, normally sold in quantity amounts, i.e. per gallon, etc.

8.4.2.1.5. Table cloth service for all catering events.

8.4.2.1.6. VIP Lounge Service if needed will require specialized pre- plated and buffet meals for a small number of guests on an ongoing basis.

8.4.2.1.7. Service will also be provided for receptions and other special functions scheduled by the Operator and/or Contractor.

8.4.2.2. **Exhibitor Services** - This function is usually associated with convention/trade shows in which various areas within the Convention Center are utilized for display purposes. Exhibitor services, chargeable at an agreed upon established rate with the City and Operator, normally fall into the following areas:

8.4.2.2.1. Food/beverage items provided to exhibitors as method of entertaining clients.

8.4.2.2.2. Product storage and/or refrigeration and delivery of same.

8.4.2.2.3. Product preparation: This area would involve the preparation, i.e. cooking, assembly, etc., of exhibitor product(s) with appropriate delivery where required.

8.4.2.2.4. Food and beverage offerings for exhibit attendees including hosted and non-hosted concessions.

8.4.2.3. **Concessions/ Retail -** This function can be both hosted and non-hosted. Contractor will be responsible for providing high quality concession/retail operations consistent with or exceeding industry standards for all types of client and the public needs in all areas of the Convention Center.

8.5. Operating Conditions

8.5.1. The City/Operator will furnish to the Contractor for the term of this Agreement, storage areas, kitchens, concession facilities, pantries and foodservice equipment.

8.5.2. The City/Operator will furnish spaces for office, money counting, and record keeping purposes of the Contractor for the duration of the term of this Agreement. The use of this office space for purposes other than the operation of this concession, without prior approval of the Operator, shall result in the revocation of this space.

8.5.3. Location of all mobile concession stands, certain mobile food carts and location of auxiliary storage space required by Contractor shall be approved by the Operator. Contractor shall acquire no rights to such locations once assigned, and the Operator reserves the right to require Contractor to move

temporary or permanent stands and equipment when needs of other events require the use of them.

8.5.4. Contractor shall be responsible for coordinating final hookups of electricity, gas, water, or drainage on all portable (temporary) stands. Hookups will be made by the Operator's staff unless otherwise determined by the Operator. Any expense incurred is an Allowable Expense.

8.5.5. The Convention Center shall furnish all electricity and gas, and the Operator may supply labor required to make temporary connections at the discretion of the duly designated City's representative of the Convention Center. Anything herein to the contrary notwithstanding, the Operator and City shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage, federal, state or local government action, breakdown, or failure of apparatus, equipment or machinery employed in supplying the said service, and temporary stoppage for repair, improvement or enlargement thereof, or any act or condition beyond its reasonable control.

8.5.6. Contractor is required to have its next senior level of management to the Contractor's food and beverage general manager (including Regional Director of Operations and/or Regional Vice President of Operations and Vice President of Culinary) visit the Convention Center a minimum of once every calendar quarter (four times per year) and report on their visit and review operating results with the City's Convention Center contract administrator and Operator. Such travel costs shall be an Allowable Expense provided to the extent that they comply with the City's travel policy.

8.5.7. Contractor shall furnish all common and skilled labor for the setting up and dismantling or moving of temporary food/refreshment facilities in such locations as may be agreed upon between the Contractor and the Operator, the costs to provide such services shall be charged as an Allowable Expense.

8.5.8. Contractor and its employees shall be entitled to enter upon and remain in the premises with access at designated areas for work purposes only during events at the Convention Center and for a reasonable time prior to and subsequent to events; and only for the purpose of exercising the rights and privileges mentioned herein. This paragraph shall not exclude the Contractor reasonable access to office areas for the conduct of normal business activities associated with this concession.

8.5.9. The Operator may require Contractor to provide vending machines. Vending machines shall not be used, except with the approval of the City and Operator. Contractor shall submit its proposals concerning items to be sold, suggested prices, type and style of machines and recommended locations in writing, for the consideration and approval of the Operator.

8.5.10. Contractor agrees that nothing in these specifications shall be construed as to prohibit a tenant of the Convention Center from exhibiting any

merchandise or article in connection with the exhibit or other type of event, or from dispensing free samples of merchandise. For such events, as mutually agreed, City and/or Operator shall use commercially reasonable efforts to cause the tenant to release Contractor from any and all liability, including without limitation damage to the foodservice areas, facilities and FF&E, arising out of the tenant's actions, omissions and services in connection with these events, except to the extent caused by the negligence or intentional misconduct of Contractor. Contractor shall provide Operator with an Indemnity and Release Agreement to that effect.

8.5.11. Such sampling is subject to approval of the Operator but normally will be restricted to the following:

8.5.11.1. Food - 2 oz. portion

8.5.11.2. Beverage - 4 oz. portion

8.5.12. Contractor shall have all facilities open and in operation during agreed upon operating hours and for a reasonable time before, during and after all events as may be requested or approved by the Operator.

8.5.13. When and if a restaurant/cafe or a temporary food service (i.e. mobile "special emphasis" food service area) is in operation, food served must be cooked and prepared by the chef on the premises of the Convention Center or a pre-approved subcontractor for a designated event or activity with the exception of standard canned and packaged items. Deviation from this requirement must be approved in writing by the Operator.

8.5.14. The public's right shall not be infringed upon by any activity of the Contractor or any of its employees. The activities of the Contractor shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by the vendor in attempt to influence the public to use the services or product of the vendor. All concession sales shall be conducted and operated under the supervision of the Operator and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the Operator and for such purpose, and no vendors will be permitted to circulate throughout the premises for the sale of any merchandise, except with the permission of the Operator. Neither the Contractor nor his employees shall distribute campaign or political literature or any literature of any kind at any time in or on the premises of the Convention Center.

8.5.15. The Operator reserves the right to direct the Contractor to partially or completely suspend service during those events with which full Contractor operation may be incompatible in the reasonable opinion of the Operator.

8.5.16. The Operator shall not be responsible for any food, merchandise or equipment used, maintained or stored at the Convention Center nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism and/or other causes, unless such loss or damage was due to a negligent act or negligent omission of Operator.

8.5.17. Nothing herein contained shall be held to limit or qualify the right of the Convention Center to a free and unobstructed use, occupation and control of the Convention Center and ingress and egress for itself, its tenants and the public.

8.5.18. Representatives of the Operator or City shall have the right to enter upon and have access to all occupied areas of the Contractor during the time that events are in operation and at all times when Contractor's employees are present, provided that Operator or City shall not interfere with Contractor's operations, and in an emergency situation.

8.5.19. Contractor shall supply, china, linens, water, glasses, candy, mints, paper and pencils for classroom style setups sold by Operator or SCCVB as standard meeting room service. The cost shall be an Allowable Expense.

8.5.20. Contractor shall be responsible for ensuring regular inspections by the Santa Clara Board of Health occur each year. Contractor shall provide copies of the inspections to the Operator and City and review them with Contractor's general manager. Contractor shall also conduct an inspection of the premises annually and report on compliance with health regulations to Operator and City.

8.5.21. Contractor shall develop a standard operating procedure manual (SOP) that will be reviewed and approved by Operator. The SOP will include all food handling practices that will be utilized to ensure all health standards are adhered to. The SOP will also include all of the service and product quality commitments (including in-house baking of all breads and pastries) that the Contactor committed to in its RFP Proposal. Notwithstanding the foregoing, the City and Contractor may agree to deviations from the SOP as deemed necessary to respond to the rare event of emergency situations.

8.5.22. Contractor will also develop marketing materials (including the finalization of the branding direction) that will highlight how Contractor is going to differentiate its approach for Santa Clara and provide a competitive product and service to be sold by Operator and SCCVB sales teams. Properly documented costs associated with such marketing materials shall be an Allowable Expense.

8.6. Uniforms and Linens

8.6.1. Contractor or its agent will provide and maintain linens and uniforms for all employees. Selection type, color, style and dress code of uniforms will be at the discretion and approval of the Operator. Contractor will provide a choice of uniform styles and availability to the City for final approval. Additionally, the condition of the hygiene and appearance of employees is the Contractor's sole responsibility.

8.7. Menus

8.7.1. Contractor shall plan and prepare imaginative/localized menus in consultation and coordination with the Operator and City and in accordance

with the RFP Proposal and its specification. Quantities, portions, prices of banquet/meeting meals and prices of concession items from all food and beverages shall be approved by the City and Operator, in its reasonable discretion, according to Section 8.10. Only foods and beverages which are wholesome, local (when possible) and of the best quality shall be purchased and served. The menus are designed to act as a guide; however Contractor must proactively customize the options for Convention Center clients in order to meet and exceed the client's needs.

8.7.2. City shall have the right to review and approve basic menus/pricing on a bi-annual basis.

8.8. Food Handling

8.8.1. All merchandise shall be checked upon delivery for quality and quantity compliance with the original order and shall be stored in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. All refreshments and food exhibited for sale shall be covered in showcases or other suitable containers. All pre-packaged sandwiches, cakes and other similar products shall be wrapped in approved eco-friendly packaging. As noted above, Contractor will submit all of the food handling practices as part of the SOP submission.

8.8.2. Contractor agrees to operate the foodservice facilities and perform all work in connection here within a professional and resourceful manner, complying with all public health regulations to the satisfaction of authorized Department of Health Officers and the City.

8.9. Food Quality

The Contractor shall sell only foods that comply with all applicable Federal, State and municipal laws, acts, orders, or regulation including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations.

8.9.1. The Food and Drug Act.

8.9.2. Applicable Meat Inspection Regulations.

8.9.3. The Humane Slaughter of Animals Act and Humane Slaughter Regulations.

8.9.4. The Official Methods of Analysis and Association of Official Analytical Chemists.

8.9.5. The Federal Department of Agriculture - Products Regulations.

8.9.6. The Fish Inspection Act and Regulations.

8.9.7. Meat and Canned Foods Act.

8.9.8. Fresh and Processed Fruit and Vegetable Regulations.

8.9.9. The U.S. Grain and Grain Regulations.

8.9.10. The Santa Clara Alcoholic Beverage Control Ordinance.

8.10. Items to be Sold

8.10.1. Contractor shall sell those products, commodities and articles normally found in foodservice operations of this type. The Operator may require Contractor to sell items which, in the Operator's discretion, are necessary for the operation of the foodservice facilities and may limit or require discontinuance of the sale of any products, commodities or articles which the Operator deems to be not in the best interest of the operation of the food services. In the event of any dispute, the City will make the final decision.

8.10.2. City and Contractor recognize the value of securing sponsorship relationships for the Convention Center. City shall have the exclusive right to enter into any sponsorship agreements with corporations with respect to food and/or beverage products that are offered in the Convention Center ("Sponsorship Agreements"). At City's request, Contractor agrees to provide City with introductions to Contractor's food and beverage vendors that may be interested in having their products exclusively served or sold at the Convention Center in exchange for marketing and/or rights fees. Notwithstanding the foregoing, City will ensure that such Sponsorship Agreements do not impair the quality of the food and beverage items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service) or increase the costs for such items (as compared to Contractor's pricing or what Contractor would normally pay through its own distributors for comparable items of similar size and quality).

8.10.3. As a matter of general policy, prices shall not be higher than those charged at comparable facilities and appropriate for the type of event for the same quality merchandise and services within the Bay Area and the Western region of the United States. Within thirty (30) calendar days after execution of this Agreement, Contractor shall submit a proposal for all pricing strategies and it will be subject to approval by the City, as described herein.

8.10.4. Contractor shall submit a detailed price schedule, including discount structures offered to clients, based on current market conditions for all items it proposes to sell showing size, weight, and amounts of items. This includes items sold in concession stands, by vendors, at any mobile food courts, catered affairs, mobile "special emphasis" food service areas, in vending machines, etc. All prices finally adopted will require the approval of the Operator and final approval of the City. Such approval shall be provided to Contractor no later than thirty (30) calendar days after the submission of its proposal.

8.10.5. Operator and Contractor shall, on a quarterly basis, or as deemed necessary, review the general price structure of all commodities sold and

other price points and may increase or decrease the maximum or appropriate price or size of any article or articles offered for sale.

8.10.6. No product of inferior quality will be permitted and all items to be sold will require the approval of the Operator. Notwithstanding anything contained in this Agreement, Contractor shall not be required to purchase products from a particular supplier.

8.10.7. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Operator during all times that the concession is in operation. Rejected merchandise shall be immediately removed from the Convention Center and shall not be returned for sale.

8.10.8. Contractor will be required to purchase, sell and feature locally (Northern California) produced products whenever possible so long as said wholesale prices are competitive with other products available on the open market. Contractor must purchase their overall volume as set forth in Section 9.4. This approach must be detailed by the Contractor within thirty (30) calendar days prior to the beginning of each Operating Year and reviewed by the City and Operator.

8.10.9. Contractor shall develop an approach and report on donating all wholesome, leftover products which could not otherwise be utilized, to local charities and other similar agencies having as their objective the feeding of the needy.

8.11. Alcoholic Beverages

8.11.1. The types of functions at which wine, beer, or other alcoholic beverages are sold shall be subject to regulations established by the Operator and approved by the City. If, in the rare event, any tenant with the prior approval of the Operator, requires that its patrons be allowed to bring alcoholic beverages upon the premises, then Contractor shall have the right to sell ice, cups, and beverages, commonly referred to as set-ups, as well as levy an appropriate corkage charge agreeable to the Operator during such functions at a price agreeable to the Contractor and the Operator; provided, however, that the right of any tenant to bring alcoholic beverages upon the premises shall be conditioned on (i) compliance with all applicable laws, rules and regulations, (ii) Contractor’s employees handling and serving the alcohol product, and (iii) any such tenant indemnifying and releasing Contractor, City and Operator pursuant to an indemnification agreement acceptable to Contractor for any and all damage to Contractor's property and the areas used by Contractor in the provision of food and beverage services hereunder, or with respect to any liability resulting from such alcohol beverages.

8.11.2. Contractor must provide all licenses and permits required for the legal sale of alcoholic beverages, the costs of which shall be charged as an Allowable Expense.

8.11.3. Notwithstanding anything contained in this Agreement to the contrary, Contractor shall be solely responsible for the determination of brands,

quantities, shelving and display for sale of any and all alcoholic beverages that Contractor may buy or sell at the Convention Center; provided that such pricing shall be established by Contractor and applied to tenants on a fair and equitable basis to all similarly situated tenants.

8.11.4. Nothing contained in this Agreement is intended in any way to diminish Contractor's discretion and responsibility relating to the service of alcoholic beverages at the Convention Center, including without limitation, Contractor's sole discretion and sole responsibility for the decision to serve or refuse service of alcoholic beverages to any individual. Contractor acknowledges and agrees that City and its affiliates require all retailers, distributors/wholesalers and distillers/brewers of alcoholic beverages (each an "Industry Member") that City and its affiliates conduct business with, including, but not limited to, Contractor, to strictly comply with all local, state and federal, laws and regulations, which may be applicable to Contractor and the purchase, marketing, promotion, advertising and sale of alcoholic beverages, including, but not limited to: Title 27 of the Federal Alcohol Administration Act (Title 27 of the United States Code) and Title 27 of the Code of Federal Regulations, and other related provisions governing "intoxicating liquors" (collectively, "Alcohol Laws"). Further, City and its affiliates shall not conduct business with any Industry Member in violation of the Alcohol Laws, and City shall indemnify and hold Contractor harmless as to any action or conduct which may be imputed to Contractor as a result of City or its affiliates' actions or conduct which may give rise to any alleged violation of the same by Contractor. City further agrees that it shall not require as a condition for the continuation of this Agreement or exercise an early termination rights or failure to renew, Contractor to engage in conduct which would be in violation of the Alcohol Laws.

8.11.5. Contractor must provide an Alcohol Awareness Training Program for its staff, i.e. TIPS, TEAMS, etc. and provide Operator with complete information regarding same. The documentation of this training will be supplied to Operator and City on an annual basis. All employees who serve alcoholic beverages will be required to have a card designating they have completed the required service on them at all times while serving.

8.11.6. Should the Contractor receive any fines, penalties or the like due to its failure to operate in a manner prescribed by law, code or national/local jurisdiction, all such fines will be paid solely by Contractor and not expensed as an Allowable Expense. Contractor shall promptly notify the City and Operator of any material violations of law or non-renewal issues.

8.12. Wardrobe Checking

8.12.1. Contractor must be prepared to furnish wardrobe checking with attendants at any event when such requested by the Operator, provided that Operator provides Contractor with sufficient advance notice. Contractor will provide all clothing racks, hangers and related equipment over and above that currently on hand, essential to the performance of the service, the costs of which shall be charged as an Allowable Expense. Operator will designate areas to be used for checking. Contractor will work in close coordination with the

Operator in determining approximate checking needs and related equipment subject to the approval of the Operator.

8.12.2. As an Allowable Expense, Contractor shall be required to post price signs at all checking areas as well as directional signs when needed to direct patrons to the checking areas.

8.12.3. In the operation of the wardrobe checking, Contractor must use consecutively numbered three-part strip tickets and submit to Operator a printer's manifest for such tickets printed in order that the circulation of compensation, due the Operator, may be based upon the difference between the printer's manifest and the used tickets (separate report).

8.12.4. This service may be subcontracted under the terms of this Agreement.

8.13. Operations Warewashing

Contractor will wash after each use, all non-disposable serviceware, plateware, glassware and cutlery to achieve maximum cleanliness and sanitation and with respect to glassware and cutlery, produce spotless drying. The standards to confirm sanitary practices will be included and verified by Operator and City in the SOP. The standards will also be presented to the health department for review.

8.14. Equipment, Repair and Maintenance

8.14.1. The Convention Center will provide for the use of the Contractor certain fixed preparation and serving equipment located in the foodservice areas. All equipment shall remain the property of the Convention Center.

8.14.2. Contractor shall be responsible for the maintenance and repair of said equipment during the term of this Agreement and any renewal thereof, the costs of which shall be charged as an Allowable Expense.

8.14.3. As an Allowable Expense, any other equipment such as office equipment, safe, etc., shall be provided by the Contractor.

8.14.4. In addition to Convention Center's normal equipment maintenance schedule, Contractor shall notify the Operator relative to the needs for repair or replacement of the Convention Center's equipment, utensils and/or fixtures used in the handling, preparation and service of all food and beverages in connection with the foodservices, for written approval before undertaking such repair or replacement (such approval not to be unreasonably withheld). Contractor will cooperate with the Operator's maintenance personnel in the development and institution of a comprehensive preventative maintenance program. In the event that an emergency repair is needed that will impact the ability of Contractor to operate within a 12-hour period from the time the repair is identified, Contractor is authorized to make the repair if the dollar amount needed is under $1,000. Contractor is required to communicate this need to the Operator. If the timeframe needed to make the repair is greater than 12 hours, the process for gaining approval will remain. Operator will inform City of this request and repair as soon as reasonably possible.

8.14.5. Contractor hereby agrees to accept the food/beverage concession equipment, in the condition in which it is found by Contractor upon the commencement of operations; provided that such equipment is in working order and is sufficient for Contractor to immediately begin foodservice operations upon the commencement of the Term and satisfy its obligations hereunder. Contractor has inspected the premises to be used for Food and Beverage Service at the Convention Center and all of the FF&E, design and layout is satisfactory to Contractor. City acknowledges and agrees that except for the Operations Investment and Community Enrichment Investment, City shall pay all costs, fees and expenses incurred in connection with the development, design, construction, fixturing, equipping and finishing the Convention Center, including but not limited to, the foodservice facilities. Contractor shall keep the foodservice facilities in first-class condition and shall maintain the said foodservice equipment (except ordinary wear and tear) and conduct the business generally at a high level of cleanliness and neat appearance (the Operator shall be final judge as to the sufficiency of the cleanliness and neatness of appearance of the said premises and of any equipment at any phase of the said business with the power to order any changes or alterations thereto that it may deem desirable) and to leave the said facilities and equipment in a neat and tidy condition and in good operating order at the expiration or other termination of this Agreement.

8.14.6. As an Allowable Expense, Contractor shall, from time to time and with the prior written, approval of Operator, furnish additional supplies as required for the proper operation of the foodservices, including but not limited to the replacement per exact specifications of the existing stock of china, glassware, cutlery, utensils and so forth damaged or lost by use in the conduct of the operations. Contractor will, at all times, take proper care of these supplies and strive to minimize losses and shall provide the initial par stock inventory of smallwares if termination takes place.

8.14.7. Notwithstanding anything contained herein to the contrary, Contractor shall not be responsible for the provision, purchase or replacement of any of the food and beverage facilities or any furniture, fixtures and equipment (collectively, "FF&E"), unless to the extent caused by Contractor's negligence (including that of its employees, officers, or agents). Furthermore, to the extent that Contractor, in the reasonable exercise of its discretion, should determine that any of the food and beverage facilities or FF&E should be replaced or upgraded as opposed to repaired (whether on account of such equipment being obsolete, outdated, or the cost to repair excessive compared to the replacement or upgrade cost), then Contractor shall apprise the Operator and City. City shall replace or upgrade, as appropriate, such items at its sole cost or to the extent of available funds from the Capital Fund. Notwithstanding the foregoing, Operator shall have the right to inspect and inform the City and Contractor of (i) all structural components of the Convention Center, including, without limitation, the foundations, bearing and exterior walls, windows, subflooring, roof and roof membrane, (ii) all mechanical components and utility systems within or serving the Convention Center, including unexposed electrical, gas, plumbing, and sewage systems, including, without limitation, those portions

of the systems lying outside the Convention Center, and (iii) all heating, ventilating, and air-conditioning systems servicing the Convention Center.

8.15. Cleaning, Inspection, and Sanitation

8.15.1. Unless otherwise stated in this Agreement, Contractor will provide all applicable inventories of Convention Center specified china, glassware, flatware, cooking utensils, and sundry items. These and any replacement costs will be an Allowable Expense. Appropriate records of serviceware replacement costs will be maintained by the Contractor and made available to the Operator and City upon request. Contractor will maintain, at all times, the kitchens and food preparation areas and all equipment, fixtures, paraphernalia, material, utensils and other items therein, in a clean and sanitary manner; and comply with all applicable health and sanitation laws and regulations in effect where the foodservices areas are located. Contractor shall permit and facilitate inspection of the foodservice operation by the Operator and its representatives and by public authorities so authorized at all times.

8.15.2. Contractor shall provide the Operator with the following:

8.15.2.1. A description of the Contractor's approach to sanitation practices.

8.15.2.2. A description of the Contractor's program used to train employees in proper sanitation procedures.

8.15.3. All refuse and waste materials created by Contractor's operations in all foodservice areas including cafe(s) and portable cafeteria(s), shall be promptly disposed of after each event by Contractor directly into a compactor designated by the Operator, from which it shall be removed by the Operator. The Operator will invoice Contractor monthly as an Allowable Expense for its proportionate share (generally, one-third of compactor removal costs in each month) of waste removal costs. Contractor will implement all of the sustainability practices outlined in the RFP Proposal. Contractor will report to the City and Operator its progress in achieving those goals including a “zero waste” environment.

8.15.4. Contractor shall be responsible for the regular servicing of fire protection and fire extinguishing systems in the kitchen and food preparation areas to ensure they are fully operable. The Operator may schedule the servicing and forward the invoice to the Contractor for payment as an Allowable Expense.

8.15.5. Contractor will contract for rodent and other vermin prevention and extermination as is necessary or required by law. The Contractor shall exert the utmost vigilance in detecting signs of rodent and other vermin and insect infestation, and when discovered take immediate action to eradicate such infestation.

8.16. Maintenance Contractor

Notwithstanding the Contractor's responsibility to maintain the foodservice facilities at a high level of neatness and cleanliness, Contractor shall provide standard building janitorial and maintenance services in the food/beverage service areas granted exclusively to Contractor. Should these services be deemed unsatisfactory by the Operator, Operator reserves the right to contract for such service. Nothing contained herein however, shall be construed to alter or affect any duty which Contractor has or may have toward the general public under applicable local, State and Federal law.

8.17. Deliveries

The movement of products in and out of the foodservice areas must be carefully monitored to avoid all conflicts with other Convention Center functions. Any containers being moved through public areas must be covered or otherwise protected.

8.18. Garbage

8.18.1. Contractor shall transport all waste materials including grease from the various locations to the food service garbage compaction/pick-up areas, in a manner and by a route designated by the Operator. Such removal shall be made during and after each event. Contractor shall also maintain the food service trash/compaction area in a neat and clean condition at all times.

8.18.2. The entire food and beverage preparation areas (except permanent seating areas) and within a radius of twenty (20) feet of each concession stand, kitchen area and work areas shall be kept clean and free from all rubbish. Contractor shall keep such twenty (20) feet radius of each stand and other concession areas free and clear of all debris. Repair of damage done to floors, walls, windows, or other property in said radius and other foodservice areas by reason of operation of said stand and other foodservice areas, will be the responsibility of the Contractor, and the costs of such repair shall be charged as an Allowable Expense. Contractor must employ the necessary cleaning personnel before, during and after the hours of each event to comply with these provisions subject to approval of Operator. These personnel will provide cleaning services only during designated times.

8.18.3. Contractor shall provide sufficient and appropriate waste receptacles at each location and make certain that they are of the same design and style, kept clean, and promptly serviced during and after each event.

8.19. Grease

8.19.1. Contractor must not discharge any grease into the building drains and must keep grease in containers for disposal by the Operator. If Contractor fails to comply with this provision, any cost, charge or expense involved in opening, cleaning or repairing drains will be paid by Contractor, the full cost of which will not be considered an Allowable Expense.

8.20. Hours of Operation

8.20.1. Contractor's hours of operation shall be determined by mutual agreement of Contractor and Operator.

8.20.2. All concession sales shall be conducted and operated in such manner as not to interfere with the orderly operation of events held within the Convention Center. Sales shall be conducted only from and at locations approved by the City and Operator.

8.21. Use of Premises by Others

8.21.1. Contractor shall not permit the private use of any part of the premises without in each case the prior written approval of the City and Operator.

8.21.2. Convention Center may lease space for certain major functions which have as their primary purpose the preparation and consumption of food and beverage of a specific geographical derivation, in which case the Operator may grant a tenant permission to sell or otherwise dispense food and beverage products (without limiting the generality of the above, examples could include such events as the International Culinary Olympics); provided, however, that the right of any tenant to dispense food and beverage products at the Convention Center shall be conditioned on (i) compliance with all applicable laws, rules and regulations, (ii) utilizing its own inventory, licenses, equipment and employees, and (iii) any such tenant indemnifying, releasing and providing a Certificate of Insurance to Contractor, Operator, SCCVB and City pursuant to an indemnification agreement acceptable to Contractor for any and all damage to Contractor's property and the areas used by Contractor in the provision of food and beverage services hereunder (and equipment utilized in the operation thereof if so agreed by Contractor in advance), and with respect to any liability resulting from such tenant's sale or service of food and/or beverages at the Convention Center. In such cases, the Contractor may charge a reasonable fee for the tenant's use of the premises and equipment (if any) pursuant to this Agreement (which fee shall be subject to the prior written approval of the City) with the revenues thus gained by the Contractor to be accounted for as Gross Receipts.

8.22. Take-Out Sales

It is understood that any items prepared on the Convention Center's premise on a "take-out" or "off-site" use basis for sale or delivery directly to the consumer shall be considered as sales to be included in the Gross Receipts of the food service operation.

8.23. Restriction on Sales

8.23.1. Contractor understands and agrees that the City’s or Operator's contracts with tenants for particular functions may stipulate reasonable restrictions on the sale of food, beverages and concession items, where necessary, to protect the goods on display or where necessary because of the nature of the function.

8.24. Sampling

8.24.1. Contractor understands and agrees that food or beverage may be germane to the function itself, and in such cases, the City's contract with the tenant

may permit to dispense samples of foods and beverages, in quantities smaller than normally offered for sale, all as further described in Section 8.5.

8.24.2. Operator and City reserves the right to examine and/or sample Contractor's products at any time for the purposes of assessing quality and portion controls.

Section 9. Purchasing Policy

9.1. Contractor shall purchase food, beverages and operating supplies, such as uniforms, laundry service, paper goods and detergents needed for the foodservices to be supplied hereunder from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the Contractor shall avail itself of all lawful trade, cash, quantity discounts and rebates in accordance with its then current methodologies. All such purchases shall be in the Contractor name, and payment shall be made directly to the Supplier.

9.2. All such discounts and rebates shall inure to the benefit of the foodservice operations herein and be recognized on the profit and loss statement where applicable.

9.3. No liens whatsoever may be placed against the property of the Convention Center as a result of the failure of the Contractor, his agents, contractors and/or sub-contractors to make all payments required of them in this connection.

9.4. Notwithstanding the foregoing, Contractor shall purchase Northern California grown and produced food, beverages, and supplies to the fullest extent possibly, but at a minimum of 25%. Contractor will develop a report that demonstrates the overall purchasing volume and details the local purchases that make up the 25% minimum requirement.

Section 10. Compensation

As consideration for the performance by Contractor of its duties hereunder, City shall pay Contractor a management fee equal to 4.5% of Gross Receipts (“Management Fee”) plus an additional fee equal to 8% of Net Receipts (“Incentive Fee” together with Management Fee hereinafter shall be referred to as the “Fees”). The Fees shall be paid to Contractor on a monthly basis as set forth in Section 12.

Section 11. Performance Measures

11.1. Key Performance Indicators (KPIs)

This Section defines the KPIs to measure Contractor’s performance and the weighted percentage assigned to each KPI (“Weighted Percentage”). The development of specific goals to be assigned from year to year to each KPI shall be developed in good faith between the City and Contractor. If the parties do not agree on new KPIs, the previously agreed to KPI will remain in effect. The weighted achievement percentage shall be calculated as the product of the extent to which Contractor met or exceeded the KPI for a category of KPI multiplied by the Weighted Percentage assigned to such category of KPI (“Weighted Achievement Percentage”). The Weighted Percentage allocated to each category of KPI is

intended to reflect the relative importance of Contractor's satisfactory performance of its duties in that category. If Contractor fails to meet one or more of the assigned goals to a category of KPI, then Contractor will be entitled only to a reduced pro rata share of the Weighted Achievement Percentage for that category of KPI. Similarly, if Contractor exceeds all of the assigned goals to a category of KPI, then Contractor will be entitled to an increased pro rata share of the Weighted Achievement Percentage for that category of KPI. The aggregate of the Weighted Achievement Percentage for all categories of KPI will be added together to determine Contractor's overall KPI score for the year. If that score is less than 84% for any year, then Contractor's Management Fee for that year will be reduced according to the chart set forth in Section 11.2 below.

By way of an example, if Contractor meets 80% of the goals assigned to Customer Service Survey Results Score which category is assigned a Weighted Percentage of 10%, then Contractor shall earn a Weighted Achievement Percentage of 8%. If Contractor exceeded the goals assigned to Customer Service Surveys Results Score by 10%, then Contractor shall earn a Weighted Achievement Percentage of 11%. The KPIs and Weighted Percentages assigned to each KPI are described as follows:

11.1.1. Customer Service Survey Results Score. This category of performance measure is assigned a Weighted Percentage of 10%. Contractor must achieve 90% rating or above. Contractor will ask the decision-maker of each event to rate their overall satisfaction with the product and services provided. Contractor will create a standard survey instrument containing a series of product and service rating metrics, including the following summary questions: "Based on the services provided, please rate our overall performance." The post facility use survey data will be sent directly to the Contract Administrator for review. In addition, Contractor will work on developing post-event surveys. Periodically, Contract Administrator and Contractor shall review and discuss the survey data and identify, as necessary, areas for additional attention and improvement by Contractor. Should Contractor's rating fall below 75%, Contractor will be put on notice and shall improve the rating to over 75% prior to the expiration of the time frame set forth in Section 19.1.1 (h).

11.1.2. Room Nights Generated. This category of performance measure is assigned a Weighted Percentage of 5%. The City will measure the extent to which Contractor contributes to maintaining or increasing the annual average room nights that have been forecasted. Notwithstanding the foregoing, in the event a Force Majeure has a material impact on the City and Contractor's ability to maintain or generate room nights during any year of the Term, the parties agree that the Weighted Percentage assigned to this KPI shall be redistributed to the Customer Service Survey Results Score (which such distribution shall result in the Weighted Percentage of 15% for that KPI).

11.1.3. Overall Profit and Loss. This category of performance measure is assigned a Weighted Percentage of 40%. In the event the Net Profit is greater than 15% below the amount stated in the Operating Budget, Contractor agrees to work with the City to develop and implement a plan (or changes to the then current plant) to achieve the Net Profit.

11.1.4. Community Impact Scores – Community Accessibility. This category of performance measure is assigned a Weighted Percentage of 10%. The City will measure the number community outreach events as they relate to the annual goals set for this category.

11.1.5. Sustainability Goals – Zero Waste. This category of performance measure is assigned a Weighted Percentage of 10%. Contractor shall develop a reporting system that demonstrates the percentage of waste generated by Contractor's operations under this Agreement that is diverted to landfill. This goal will be set annually with a target to achieve a "zero waste" operation.

11.1.6. Workforce Development/Training. This category of performance measure is assigned a Weighted Percentage of 7.5%. Contractor shall develop and submit a specific workforce training and development as outlined in the RFP response and quantify the participation level and impact of the training.

11.1.7. Local Purchasing Requirement. This category of performance measure is assigned a Weighted Percentage of 5%. Contractor shall meet the commitment to purchase a minimum of 25% locally pursuant to Section 9.4

11.1.8. Sales Activity – New Business Development. This category of performance measure is assigned a Weighted Percentage of 7.5%. Contractor shall develop prospecting goals within the social business area as well as participation goals in securing other event types with an emphasis on large conventions.

11.1.9. Retail Revenue/Public Space Activation. This category of performance measure is assigned a Weighted Percentage of 5%. Contractor shall delineate the goal for revenue that will be generated from public spaces at the Convention Center from the Proforma Budget. This will be reported separately as a measure against this KPI.

11.2. Rebate of Management Fee

11.2.1. On a quarterly basis, Contractor shall report to the City whether it is on track to meet the KPIs. Contractor and the City will on a quarterly basis, or as requested by the City, discuss Contractor's performance report.

11.2.2. If in any Operating Year, starting with the 2020-21 Operating Year, Contractor does not achieve an aggregate Weighted Achievement Percentage as set forth in the table below, Contractor shall rebate to the City up to two hundred thousand dollars ($200,000) of its earned Management Fee in such year. Sample calculations of the Weighted Achievement Percentage are shown in Exhibit C. In no event shall Contractor be required to rebate more than two hundred thousand dollars ($200,000) of its Management Fee in such year (or any subsequent year).

Sum of the Weighted Achievement Percentage	Rebate Schedule
80% - 84%	$16,666 or 35% of Management Fee if less than $200,000 is earned that given year
75% - 79%	$130,000 or 65% of Management Fee if less than $200,000 is earned that given year
74% or lower	$200,000 or 100% of Management Fee if less than $200,000 is earned that given year

11.2.3. If the City in good faith believes that Contractor has failed to meet a majority of the goals assigned to a KPI category, then City shall provide written notice to Contractor. Promptly after receipt of the written notice, an authorized City representative and the General Manager of Contractor shall meet in person to discuss the effected KPIs and develop a remediation plan acceptable to the City. Contractor shall have thirty (30) days to implement the remediation plan in order to properly cure the KPI category.

11.2.4. In the event the sum of all the resulting Weighted Achievement Percentage falls below 75%, this is considered a material default and Contractor will be notified of City's proposed Termination absent Contractor's cure of the default pursuant to Section 19.1. Nothing herein is intended to limit the City's ability to declare a material default under Section 19.1 to only the Contractor's failure to meet one or more KPI goals. Notwithstanding the foregoing, the cure period for any material default solely for Customer Survey Results shall be no less than ninety (90) days as provided in Section 19.1.1(h).

Section 12. Fiscal Arrangement

12.1. Operating Account

12.1.1. Establishment of Operating Account. Contractor shall establish and maintain, in its name and accessible by City, a separate commercial bank account solely for the Food and Beverage Services at the Convention Center ("Operating Account") and shall deposit all Gross Receipts in such account. The Operating Account shall be used exclusively for deposit of Gross Receipts, reimbursement of Allowable Expenses to Contractor, and disbursement of Net Profit, if any, to the City. Contractor shall pay for all Allowable Expenses from its separate corporate account and shall be reimbursed from the Operating Account after City's approval. The above may be accomplished by Contractor managing disbursements and lock box transactions with Contractor's controlled accounts, with full accounting transactions provided to the City. Disbursement of Net Profit, if any, to the City shall occur monthly after all Allowable Expenses have been funded. The transfer of Net Profit will occur via wire transfer or other method as specified by the City, with banking instructions to be provided to Contractor by the City. Contractor acknowledges that all funds related to this agreement are ultimately controlled by the direction of the City.

12.1.2. Payment of Allowable Expenses; Shortfall. Contractor shall pay all Allowable Expenses with the funds in the Operating Account, which Contractor may access only pursuant to Section 12.1. In the event at any time during the Term, the Operating Account is insufficient to cover Allowable Expenses over the next four (4) weeks (a "Shortfall"), Contractor must inform the City of the potential shortfall at least thirty (30) calendar days prior to such occurrence, or as soon as such Shortfall actually occurs. City shall have the obligation to fund any portion of any Shortfalls or "negative cash flow" from the Services. It is expressly understood and agreed that Contractor under no circumstances shall ever be obligated to fund any Shortfalls.

12.1.3. Books and Records. Contractor agrees to maintain separate and independent books and records, in accordance with generally accepted accounting principles, relating to its operations in connection with its management of the Food and Beverage Services, as applicable. Such books and records shall contain documentation regarding the deposit of all Gross Receipts in the Operating Account, and the incurrence by Contractor of all Allowable Expenses, including copies of invoices of all products and materials purchased by Contractor hereunder, and copies of payroll summaries, deposit receipts and bank statements relating to the Operating Account. City or its designee shall have the right to inspect such books and records from time to time upon reasonable notice during the ordinary business hours of Contractor and without interfering with Contractor's daily operations.

12.2. Capital Fund and Reserves

12.2.1. Capital Fund. As an Allowable Expense, City shall set aside 3.5% of annual Gross Receipts toward expenditures associated with the maintenance, repair and replacement of the FF&E used by Contractor (the "Capital Fund"). This fund will be held by the City and all such expenditures from the Capital Fund shall be mutually agreed upon by the Parties. For purposes of clarity, City shall have the option, but not the obligation, to apply the Capital Fund toward any agreed upon replacements for which City is responsible pursuant to the terms of this Agreement. If there are insufficient funds in the Capital Fund to cover such replacements, then City shall be responsible for the payment of those replacements, unless said replacements are solely caused by Contractor's negligence, in which case Contractor shall be responsible for their payment. Any remaining amount in any given Operating Year may carry over to the next Operating Year or be treated as otherwise mutually agreed upon by City and Contractor. Any balance in the Capital Fund at the time of termination or expiration of the Agreement shall be retained by City.

12.2.2. Training Reserve. As an Allowable Expense, City shall set aside 0.25% of annual Gross Receipts toward training programs and other job-related education programs for the food and beverage employees (the "Training Reserve"). This fund will be held by the City. Contractor shall propose an annual training plan. All such expenditures from the Training Reserve shall be proposed by Contractor and approved by City in its reasonable

discretion. Any remaining amount in any given Operating Year may carry over to the next Operating Year or be treated as otherwise mutually agreed upon by City and Contractor. Any balance in the Training Reserve at the time of termination or expiration of the Agreement shall be retained by City.

12.2.3. Bad Debt Reserve. As an Allowable Expense, City shall set aside 0.25% of annual Gross Receipts toward covering any bad debt expenses throughout the Term (the "Bad Debt Reserve"). This fund will be held by the City. All such expenditures from the Bad Debt Reserve shall be proposed by Contractor and approved by City in its reasonable discretion. Any remaining amount in any given Operating Year may carry over to the next Operating Year or be treated as otherwise mutually agreed upon by City and Contractor. Any balance in the Bad Debt Reserve at the time of termination or expiration of the Agreement shall be retained by City.

12.3. Pre-Opening Expenses

All pre-opening expenses ("Pre-Opening Expenses") generated in connection with the opening of the food and beverage areas are an Allowable Expense and shall be funded by the Operations Investment and include, but not be limited to, all of the costs, expenses and fees incurred (i) in the case of Contractor, reimbursement of all third-party expenses incurred in providing design and construction consultation services relating to the design and construction of the food and beverage areas pursuant to Section 15, (ii) to procure all required licenses and permits to conduct the Services, (iii) to recruit, hire, relocate and train employees prior to opening, (iv) to market and promote the food and beverage areas prior to the actual commencement of the Services by Contractor, it being understood and agreed that marketing and promotional expenses include, but shall not necessarily be limited to, pre-opening promotional or training events or parties, and (v) all travel and other reasonable out of pocket expenses to prepare for opening. For clarification purposes, the parties acknowledge that the Pre-Opening Expense Estimate, which is attached hereto as Exhibit "B", includes an estimate of the Pre-Opening Expenses.

Section 13. Establishment of Operating Budget

13.1. Beginning January 2, 2020, Contractor shall submit to the Operator a two-year operating budget ("Operating Budget") for the Food and Beverage Services that will include budgets for (a) the funds required from City to operate the foodservice facilities in accordance with the standards established in this Agreement, and (b) any proposed capital expenditures for replacements or upgrades (the cost of which shall paid from the Capital Fund, Operations Investment, or by City) to add to, replace or modify any of the FF&E to be included in the foodservice facilities, which Operating Budget shall be subject to Operator's and City's reasonable approval, provided, however, (A) Operator shall not unreasonably withhold, condition or delay such approval and (B) such approval shall occur by March 15 after the proposed budget has been submitted. Since City budgets on two-year alternating operating and capital cycles, Contractor shall submit revisions, if necessary, to the adopted Operating Budget in the second year of the Operating Budget in accordance with the dates above, and any revisions shall be subject to City Council approval. The Operating Budget shall be based upon the Proforma Budget as shown in Exhibit A and any deviation from the Proforma Budget must be justified and approved by the Operator

and (b) include any changes to the Food and Beverage Services or the foodservice facilities which Contractor reasonably recommends and any other additions, improvements or changes to the Food and Beverage Services which are reasonably approved by City.

13.2. Contractor shall manage and operate the food and beverage operation at the Convention Center in accordance with the Proforma Budget, which is attached hereto and incorporated herein as Exhibit A. However, City acknowledges that notwithstanding Contractor's experience and expertise in relation to the operation of food and beverage operations similar to the Convention Center, the projections contained in the Proforma Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond Contractor's control, and that Contractor shall have no liability if the Net Profit numbers within the approved Operating Budget are not achieved without any fault of Contractor and notwithstanding Contractor's compliance with all other terms of this Agreement, with the exception set forth in Section 11.2. Contractor agrees to notify the Contractor within ten (10) calendar days if the actual Net Receipt for any month deviates 10% or more from that provided for in the approved Proforma Budget for such time period. In such case and if requested by the City, Contractor agrees to work with the City and Operator to develop and implement a plan (or changes to the then current plan) to limit expenses to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

Section 14. Investments

14.1. Contractor shall pay to City an investment in the amount of Five Million Dollars ($5,000,000) ("Operations Investment") no later than thirty (30) calendar days after the Effective Date, which shall be utilized for Pre-Opening Expenses and other improvements to the foodservice facilities at the Convention Center in consultation with Contractor. Operations Investment shall be amortized on a straight-line over fifteen (15) years. In the event that this Agreement expires or terminates for any reason whatsoever (including without limitation if due to a breach or default by Contractor, or if the Term is not extended beyond the Initial Term or Option Term One, as applicable) prior to full amortization of the Operations Investment, the City shall be obligated to reimburse Contractor for only the unamortized amount.

14.2. In addition, Contractor shall pay to City an investment in the amount of Seven Hundred Fifty Thousand Dollars ($750,000) ("Community Enrichment Investment") after the Effective Date, which shall be utilized toward programs that drive community enrichment, develop local partnerships, and promote economic development of the City. The Community Enrichment Investment shall amortize on a straight-line over fifteen (15) years. In the event that this Agreement expires or terminates for any reason whatsoever (including without limitation if due to a breach or default by Contractor, or if the Term is not extended beyond the Initial Term or Option Term One, as applicable) prior to full amortization of the Community Enrichment Investment, the City shall be obligated to reimburse Contractor for only the unamortized amount.

14.3. Title to all equipment and assets at the Convention Center, including such that are purchased pursuant to the Operations Investment, Community Enrichment

Investment, Capital Fund, Training Reserve and Bad Debt Reserve, shall be owned and vested in City.

14.4. Neither Party shall be required by the other to make additional deposits to the Operations Investment, Community Enrichment Investment, Capital Fund, Training Reserve, Bad Debt Reserve or pay for budgeted items from its separate funds without such Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion. In no event shall Contractor be required to fund any capital improvement from its own account except as provided in Section 14.1.

Section 15. Capital Improvements, Repairs and Replacements

15.1. Notwithstanding anything contained herein to the contrary, Contractor shall consult with City with respect to updates and changes to the design, construction, and equipping of the foodservice facilities at the Convention Center, including by participating in the Convention Center design reviews and related work streams; attend all conferences (in person or by telephone) and teleconferences as requested by the City or Operator; make recommendations regarding changes or updates to the design and location of areas of the Convention Center for which foodservices will be provided by Contractor under this Agreement.

15.2. It is expressly understood and agreed that, unless City and Contractor otherwise agree in a separate written agreement, Contractor shall have no responsibilities with respect to any aspect of the Convention Center other than the (i) consulting services with respect to the design, development and construction of the food and beverage areas as set forth in Section 15.1 and (ii) management of the operations of the completed food and beverage areas. It is further expressly understood and agreed that Contractor is a consultant and not a licensed architect, engineer or professional services provider and accordingly, Contractor shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programming in connection with the design, development and construction of the food and beverage areas, nor for the acts or omissions of any architect, engineer, professional services provider, general contractor, subcontractor, supplier, vendor or any other individual or entity performing any of the design, engineering or construction work, or for the failure of any of them to carry out the construction work in accordance with the contract documents. Furthermore, Contractor shall not be obligated to enter into any agreements on behalf of City in connection with the aforementioned design, development and construction of the Convention Center. Notwithstanding the foregoing, if Contractor opts to repair or replace equipment in urgent situations as identified in Section 8.14.4 above, Contractor shall be responsible for doing so in a prudent manner and for following all laws, rules, regulations and City policies applicable to such work or purchase.

15.3. In the event that Contractor becomes aware of the need for a capital repair or replacement that was not anticipated, but is necessary for the continued operation, Contractor shall immediately notify the City's Contract Administrator of the nature of the repair or replacement and of the estimated cost of the repair or replacement. The City's Contract Administrator will make a recommendation to City on how to proceed within thirty (30) calendar days of the request from Contractor.

Section 16. Fiscal Responsibility and Accountability

16.1. Monthly and Quarterly Reporting

16.1.1. Each month and calendar quarter, Contractor will prepare and deliver to Operator and the City a report describing the Food and Beverage Services at the Convention Center for the prior period in a format approved by Operator (hereinafter referred to as "Monthly Report" and "Quarterly Report," and together as "Reports"). The Reports will include information on the activities associated with the Food and Beverage Services at the Convention Center, and shall include KPIs and a financial analysis (balance sheet, profit and loss statement, and forecast of how the Food and Beverage Services at the Convention Center is operating. The Reports will also include information included in the Monthly "Dashboard" Report that is referred to in Section 16.1.3. Contractor shall submit the Reports to Operator by the 12th day following such month or quarter.

16.1.2. City retains the right to demand and access all financial records and reports directly related to the Food and Beverages Services at the Convention Center. At City's request, the Parties will meet to discuss the reports at a minimum on a quarterly basis.

16.1.3. Contractor shall prepare a monthly "dashboard" report that will be distributed to the Contract Administrator that will combine the KPIs set forth in Section 11.

16.2. Dashboard Reports

16.2.1. The dashboard reports for each month will be due by the 12th day following such month. The City acknowledges and agrees that certain metrics (such as Gross Receipts and Net Profit) will be available and included in the monthly "dashboard" reports due in connection with the first (1st) month of this Agreement, but other metrics will not be available and provided until July 1, 2020.

16.3. Annual Performance Audit and Financial Statement Audit

16.3.1. City shall have the right, at its sole cost, to engage an independent third party to audit the books and records and overall performance of Contractor for the purpose of confirming that the amounts remitted by Contractor to City hereunder are the proper amounts due City. Such audit shall be completed by City or its representatives at Contractor's corporate office, on reasonable advance notice to Contractor, and on dates and times mutually agreed to by the Parties. In the event such audit reveals any underpayment to City or if Contractor has actual knowledge of an underpayment through any means, Contractor shall promptly pay to City the amount of such deficiency. If such audit reveals any overpayment to City or if the City has actual knowledge of an overpayment through any means, City shall promptly pay to Contractor the amount of such overpayment.

16.3.2. In addition, 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 compensation under this Agreement. In the event an audit reveals theft or malfeasance on the part of Contractor that results in a loss to the City or if Contractor becomes aware of any such theft or malfeasance, Contractor shall immediately reimburse the City for the loss. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be reasonably 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. Contractor shall conduct reasonable and prudent oversight of its operations to avoid and to detect any theft or malfeasance on the part of Contractor's employees, agents or contractors.

16.3.3. Within 180 calendar days after the end of each Operating Year, Contractor agrees to provide to the City and Operator a certified audit report on the accounts and records as kept by Contractor for the Convention Center. Costs associated with obtaining such certified audit report shall be an Allowable Expense. Such audit shall be performed by an external auditor approved by the City and shall be conducted in accordance with generally accepted accounting principles. City (through its Director of Finance or other authorized officer or designee) may also cause a performance audit ("Performance Audit") to be conducted and completed by a Performance Auditor (the person or firm so selected referred to herein as the "Auditor") or by the City Auditor. The Performance Audit shall assess Contractor's performance during the previous Operating Year using the KPIs, taking into account applicable funding levels under this Agreement. A draft report of the Performance Audit shall be made available for comment by City and Contractor prior to completion of the audit. The Performance Audit shall include the KPIs agreed to each year as part of the budget process in accordance with Section 11.

16.4. Taxes and Assessments

16.4.1. Payment of Taxes and Fees

16.4.1.1. Contractor shall be responsible for collecting any sales and use tax assessed on the services provided to customers of the Convention Center and remit such sales and use taxes to the applicable taxing authority on the City's behalf.

16.4.1.2. The sole purpose of this Agreement is for Contractor to provide Food and Beverage Services at the Convention Center. Should assessor for the County of Santa Clara determine that Contractor's right to provide Food and Beverage Services as set forth in this Agreement creates a possessory interest subject to a possessory interest tax, City shall reimburse Contractor for any possessory interest tax or taxes imposed upon Contractor as a

result of its Food and Beverage Services operation at the Convention Center, and the amount of such reimbursement shall not be allocated to any of the financial formulas or results of operation under this Agreement.

16.4.2. Income Taxes

16.4.2.1. Contractor shall timely pay all state, federal and local income taxes arising from Contractor's Fees actually received by Contractor under this Agreement.

16.4.3. Taxes – Hold Harmless

16.4.3.1. Contractor shall protect, defend, indemnify and hold City and Operator harmless from any liability, loss, or damage, including interest and penalties, resulting from any failure by Contractor to pay applicable taxes on its income received hereunder.

16.5. Internal Control Structure

16.5.1. Contractor shall maintain an internal control structure designed to provide assurance that City and Convention Center are safeguarded from loss or unauthorized use, that transactions are executed in accordance with this Agreement, and that financial records are reliable for the purpose of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures. City's Director of Finance, or designee, or the City Auditor may review such controls at any time during this Agreement, and may commission an agreed upon procedures audit from the External Auditor. Contractor shall cooperate and provide any information relevant to the review by the Director of Finance, City Auditor, or External Auditor.

16.6. Duty to Keep City Informed

16.6.1. Contractor shall keep City's Director of Finance and/or Contract Administrator informed and advised of all material financial and other matters concerning the Food and Beverage Services at the Convention Center and give due consideration to suggestions which City's designees or consultants may offer with respect thereto from time to time.

16.7. Regarding Notes/Guarantees/Loan Agreements

16.7.1. Each party hereby covenants and agrees that it will not, and nothing herein shall be deemed to authorize the other to, execute any notes, guarantees, loan agreements or other evidences of indebtedness, or borrow any money on behalf of the other or as a part of the Allowable Expenses herein authorized. Contractor has no power or authority to enter into any mortgage, deed of trust, security agreement, or any other instrument encumbering all or any part of the Convention Center or any accounts or other personal

property arising from or attributable to the Convention Center or its operations.

Section 17. Agreement Monitoring

17.1. Monitoring Designee

Contractor shall designate a specific individual to monitor the Agreement who, as of the Effective Date, shall be Contractor's onsite General Manager.

17.2. Authority of Contract Administrator

City agrees that its City Manager shall name a specific individual as the Contract Administrator. The Contract Administrator shall have such authority as set forth in this Agreement. The Contract Administrator shall be the primary liaison between Contractor and City on all matters relating to this Agreement where City Council or City Manager approval is not otherwise required by applicable law, and shall have the primary responsibility for monitoring and assessing the quality of services provided and contract compliance by Contractor. Contractor can rely on any approvals or instructions given by the City's Contract Administrator that are not inconsistent with the authority set forth herein as being binding against the City.

17.3. Operator

City hereby represents and warrants that it shall cause Operator to perform and comply with all terms and conditions described in this Agreement.

Section 18. Data Security

18.1. Contractor must secure, protect at all times, and implement commercially reasonable measures to prevent unauthorized access to any personal identifying information, financial account information, and information designated in writing by the City as “restricted City information” (collectively, “Confidential Information”), whether in electronic forma or hard copy. At a minimum, Contractor must encrypt and password-protect electronic files, store and process Confidential Information only in North America, and adhere to any security applicable standards. Standards arise from the service and data processed and may include National Institute for Standards and Technology CSF/800-14/800-53/800-82, International Organization for Standardization 1504/27001/27002, International Society for Automation ISA-62443 series, Payment Card Industry PCI-DSS, Underwriters Laboratory, Health Insurance Portability and Accountability Act, Federal Risk and Authorization Management Program FedRAMP, US Department of Justice/Federal Bureau of Investigation Criminal Justice Information Services Security Policy, et al, as applicable based on the scope of foodservice services hereunder. This includes data saved to host locations, computers, connected devices, and storage devices.

18.2. When Confidential Information, regardless of its format, is no longer required by Contractor to execute the work required by this Agreement, the information must be redacted or destroyed through appropriate and secure methods, to ensure the information cannot be viewed, accessed, and reconstructed.

18.3. Contractor represents and warrants that for the Term of the Agreement, if Contractor serves as the merchant-of-record for credit or debit card transactions in connection

with the Services provided under this Agreement, the software and services used for processing credit and debit card transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council. In the case of a third-party application selected by Contractor, the application will be listed as PA-DSS compliant at the time of implementation by the Contractor. Except for the negligent actions or omissions of the City and/or Operator and/or its contractors, Contractor acknowledges and agrees that it is responsible for the security of all cardholder data. Contractor agrees to indemnify, defend, and hold City, its officers, employees, and agents, as well as Operator and its employees and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of customer payment card or identity information processed, managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such payment card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Regardless of written request, the Contractor shall provide the proper Attestation of Compliance (AOC), which can be found on the PCI SSC website, annually. Contractor agrees that, notwithstanding anything to the contrary in the Agreement, the City may terminate the Agreement immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality of any cardholder data. If Contractor Systems connect to or interface with City systems, the City agrees to promptly implement upon written request from Contractor, at City's expense, changes to the City Systems that Contractor reasonable requests and believes are necessary or prudent to ensure Contractor's compliance with the PCI DSS.

Section 19. Termination

19.1. Termination by City

19.1.1. In addition to any other rights or remedies City may have, City may terminate this Agreement by written notice to Contractor if: (a) Contractor fails to remit, for a period of thirty (30) calendar days after receipt of written notice of demand therefor, any undisputed sums due and owing to City under this Agreement; (b) Contractor fails to correct to the reasonable satisfaction of City any condition created or controlled by Contractor that, in City's reasonable judgment, poses a hazardous condition to occupants of the Convention Center within twenty-four (24) hours after receipt of written notice from City; (c) subject to the last sentence of this Section 19.1.2, Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of thirty (30) calendar days after receipt of written notice from City of the particular failure to perform; (d) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) calendar days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (e) Contractor assigns, transfers or permits an assignment or transfer of this Agreement in violation of Section 20; (f) Contractor fails to obtain and/or maintain required

licenses and permits under Section 8.11.2 and such failure continues to be unremedied for a period of thirty (30) calendar days; (g) Contractor's aggregate Weighted Achievement Percentage score for its KPIs is at or below 74% in two (2) consecutive years; or (h) Contractor's Weighted Achievement Percentage score for the Customer Service Survey Results is less than 75% in any one year and that score has not been raised to over 75% over the next three (3) months; provided that during the 3-month cure period, the parties calculate the Customer Service Survey score based only on surveys conducted during that 3 month period (not the entire year); and agree that termination of this Agreement by City pursuant to this Section 19 shall be "for cause."

19.1.2. If any failure that would otherwise entitle City to terminate this Agreement under Section 19.1.1(c) is the result of a Force Majeure, City shall not have a termination right under such Section 19.1.1(c) unless the failure continues unremedied until the earlier of (i) thirty (30) calendar days after the condition constituting the Force Majeure has terminated or (ii) one hundred eighty (180) calendar days from the commencement of such Force Majeure.

19.2. Termination by Contractor

19.2.1. In addition to any other rights or remedies Contractor may have, Contractor may terminate this Agreement by written notice to City if: (a) City fails to remit, for a period of thirty (30) calendar days after receipt of written notice of demand therefor, any undisputed sums due and owing to Contractor under this Agreement; (b) subject to the last sentence of this Section 19.2, City fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of thirty (30) calendar days after receipt of written notice from Contractor of the particular failure to perform; or (c) City is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) calendar days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property. Contractor and City acknowledge and agree that termination of this Agreement by Contractor pursuant to this Section 19.2 shall be "for cause."

19.2.2. If any failure that would otherwise entitle Contractor to terminate this Agreement under Section 19.2.1(b) is the result of a Force Majeure, Contractor shall not have a termination right under such Section 19.2.1(b) unless the failure continues unremedied until the earlier of (i) thirty (30) calendar days after the condition constituting the Force Majeure has terminated or (ii) one hundred eighty (180) calendar days from the commencement of such Force Majeure.

19.3. Effect of Termination or Expiration

19.3.1. In the event that this Agreement expires or terminates for any reason (other than for Contractor's default pursuant to Section 19.1.1), as a condition

precedent to such termination, City agrees to pay to Contractor, in a single lump sum payment, any undisputed amounts owed to Contractor including the unamortized portion of the Operations Investment and the Community Enrichment Investment actually paid to City under this Agreement.

19.3.2. If the Agreement is terminated by City due to Contractor's default pursuant to Section 19.1.1, City shall pay Contractor on the termination date, in a single lump sum payment, any undisputed amounts owed to Contractor including the unamortized portion of the Operations Investment and the Community Enrichment Investment actually paid to City under this Agreement.

19.3.3. Upon the termination or expiration of this Agreement, for any reason whatsoever, (i) Contractor shall immediately surrender possession of the food and beverage facilities, smallwares, uniforms, Customer Service Survey Results and equipment (and related manuals and software) to City, (ii) Contractor shall immediately assign to City or its designee(s) all right, title and interest of Contractor in and to all customer deposits and agreements relating to catered events and, subject to clause (iii) below, all other items purchased by Contractor in connection with the Food and Beverage Services (including uniforms, smallwares, office equipment and warehouse and transportation equipment), (iii) City or its designee shall purchase from Contractor all beverages, paper products and other supplies purchased by Contractor in connection with the Food and Beverage Services that City reasonably determines are saleable or usable in the ordinary course, at Contractor's cost, (iv) Contractor shall make all payments required to be made by Contractor under this Agreement, and (v) to the extent permitted by applicable law, Contractor shall immediately surrender possession of and assign to City (or its designee) all permits and licenses acquired by Contractor for the Convention Center Food and Beverage Services, and (vi) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described in this Section 19.3), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof; any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement.

19.3.4. The parties acknowledge and agree that City shall be the sole owner of any property purchased or created as a result of the Operations Investment, the Community Enrichment Investment, and any remaining balance in the Capital Fund, the Training Reserve, or the Bad Debt Reserve.

19.3.5. Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.

19.3.6. City hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration or earlier termination of this Agreement, the City, nor any

subsequent Contractor at the Convention Center or any agent of such parties shall directly solicit any current salaried or management-level employee of Contractor or its affiliates (including, but not limited to, Contractor's current director of operations, chefs, sous chefs and the City's of the various areas of the food and beverage facilities) learned about solely due to the Food and Beverage Services to work in or in connection with the Convention Center or the food and beverage facilities as an employee, without Contractor 's prior written approval, which approval can be granted or denied in Contractor's sole and absolute discretion. Contractor hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration or earlier termination of this Agreement, none of Contractor nor any of its affiliates or agents shall directly solicit any current salaried or management-level employee of City learned about solely due to the Food and Beverage Services to work for or in connection with Contractor as an employee, without City's prior written approval, which approval can be granted or denied in City's sole and absolute discretion. Any public announcements made upon the expiration or earlier termination of this Agreement shall be reasonably agreed upon in advance by City and Contractor.

19.4. Casualty Event

19.4.1. If the Convention Center is destroyed or otherwise rendered unusable for more than thirty (30) calendar days for any reason (a "Casualty Event"), City shall give Contractor a notice within ninety (90) calendar days after the Casualty Event stating that the City intends to rebuild or restore the Convention Center. If the notice states that the City will not rebuild or restore the Convention Center, this Agreement shall be terminated. If the notice states that the City intends to rebuild or restore the Convention Center, the parties' obligations hereunder shall be abated during the rebuilding or restoration period. If such notice states that the City reasonably believes that it will take longer than two (2) years to restore or rebuild the Convention Center or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) calendar days after City gives such notice, and such termination shall be effective one hundred twenty (120) calendar days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from City in the event of a Casualty Event.

Section 20. Assignment and Subcontracting

20.1. 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,

20.2. Contractor shall ensure that any third-party contractors performing services at the Convention Center through Contractor shall indemnify and hold harmless City (and

Contractor) for their negligence or willful misconduct, and provide insurance appropriate for the activity in which they are engaged, naming City and Operator (and Contractor) as an additional insured.

Section 21. No Third-Party Beneficiary

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

Section 22. 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.

Section 23. 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.

Section 24. 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 that described in this Agreement, including, but not limited to, the release of this material to third parties.

Section 25. Hold Harmless/Indemnification

25.1. Contractor shall defend, indemnify and hold harmless the City, its City Council, commissions, officers, employees, volunteers and agents and Operator and its employees and agents from:

25.1.1. Any claims, damages, costs and attorney fees for injuries or damages arising from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement.

25.1.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

25.1.3. City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide. City agrees to immediately notify Contractor of all losses or claims for which it will seek indemnity under this Agreement. City agrees not to incur any cost or expense with respect to any such loss or claim without the approval of Contractor and further agrees to fully cooperate with Contractor and Contractor's authorized representatives in the investigation, defense, and settlement of all such claims.

25.1.4. Contractor shall pay City any reasonable expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Agreement.

25.2. 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.

25.3. 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 and Operator for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

Section 26. Insurance Requirements

During the term of this Agreement, and for any time period set forth in Exhibit D, Contractor shall provide and maintain in full force and effect the insurance policies as set forth in Exhibit D. Deductibles for Contractor's insurance policies required hereunder shall be an Allowable Expense.

Section 27. Consents; Waiver

City and Contractor hereby expressly acknowledge and agree that, unless otherwise expressly stated to the contrary in this Agreement, the parties to this Agreement are obligated to act in a reasonable manner. The granting of any consent or approval in any one instance by or on behalf of either City or Contractor shall not be construed to waive or limit the need for such consent in any other or subsequent instance. 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.

Section 28. Notices

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

City of Santa Clara
Attention: City Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at nthome@santaclaraca.gov

And to Contractor addressed as follows:

Andrew J. Lansing
President and CEO
Levy
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

With a copy to: Vice President/General Counsel
Levy
980 North Michigan Avenue
Suite 400
Chicago, Illinois 60611

With a copy to: Contractor's General Manager at his/her offices in the Convention Center

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.

Section 29. 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).

Section 30. 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.

Section 31. 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.

Section 32. 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.

Section 33. 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.

Section 34. 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.

Section 35. Amendments

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

Section 36. 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:

BRIAN DOYLE
City Attorney

Dated: _____

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

"City"

LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP
an Illinois limited partnership

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: 980 N. Michigan Ave.
Ste. 400
Chicago, Illinois 60611

Email Address: _____

Telephone: ( ) _____

Fax: ( ) _____

"Contractor"

Exhibit A – Proforma Budget

Description	Initial Term						
	2019-2020 Operating Year	2020-2021 Operating Year	2021-2022 Operating Year	2022-2023 Operating Year	2023-2024 Operating Year	2024-2025 Operating Year	Total
Gross Receipts	**$5,060,000**	**$11,044,000**	**$12,977,000**	**$13,820,000**	**$14,511,000**	**$15,237,000**	**$72,649,000**
Allowable Expenses							
Cost of Sales							
Food	$574,084	$1,253,000	$1,472,000	$1,568,000	$1,646,000	$1,728,000	$8,241,084
Beverage	$220,837	$482,000	$566,000	$603,000	$633,000	$665,000	$3,169,837
Total Cost of Sales	**$794,920**	**$1,735,000**	**$2,038,000**	**$2,171,000**	**$2,279,000**	**$2,393,000**	**$11,410,920**
Personnel Costs							
Management & Staffing	$820,500	$1,641,000	$1,690,000	$1,741,000	$1,793,000	$1,847,000	$9,532,500
Payroll Fringe & Related Costs	$516,833	$1,030,000	$1,147,000	$1,206,000	$1,257,000	$1,310,000	$6,466,833
Administrative Charge	($702,371)	($1,533,000)	($1,801,000)	($1,891,000)	($1,985,000)	($2,085,000)	($9,997,371)
Union Costs	$61,377	$122,000	$144,000	$153,000	$161,000	$169,000	$810,377
Variable Labor	$1,119,880	$2,226,000	$2,615,000	$2,785,000	$2,924,000	$3,071,000	$14,740,880
Total Personnel Costs	**$1,816,220**	**$3,486,000**	**$3,795,000**	**$3,994,000**	**$4,150,000**	**$4,312,000**	**$21,553,220**
General & Administrative Cost							
Other Operating Costs	$625,120	$1,037,000	$1,231,000	$1,325,000	$1,405,000	$1,491,000	$7,114,120
Bad Debt Reserve	$12,650	$28,000	$32,443	$34,550	$36,278	$38,093	$182,013
Training Reserve	$12,650	$28,000	$32,443	$34,550	$36,278	$38,093	$182,013
Capital Fund	$177,100	$387,000	$454,195	$483,700	$507,885	$533,295	$2,543,175
Total General & Administrative Costs	**$827,520**	**$1,480,000**	**$1,750,080**	**$1,877,800**	**$1,985,440**	**$2,100,480**	**$10,021,320**
Contractor Compensation							
Management Fee (4.5% of Gross Receipt)	$227,700	$496,980	$583,965	$621,900	$652,995	$685,665	$3,269,205
Net Receipt for Distribution	$1,393,640	$3,846,020	$4,809,955	$5,155,300	$5,443,565	$5,745,855	$26,394,335
Incentive Fee (8% of Net Receipts)	$111,491	$307,682	$384,796	$412,424	$435,485	$459,668	$2,111,547
Total Contractor Compensation	**$339,191**	**$804,662**	**$968,761**	**$1,034,324**	**$1,088,480**	**$1,145,333**	**$5,380,752**
TOTAL ALLOWABLE EXPENSES	**$3,777,851**	**$7,505,662**	**$8,551,841**	**$9,077,124**	**$9,502,920**	**$9,950,813**	**$48,366,211**
NET PROFIT	**$1,282,149**	**$3,538,338**	**$4,425,159**	**$4,742,876**	**$5,008,080**	**$5,286,187**	**$24,282,789**

Exhibit A – Proforma Budget (cont.)

Description	Option Term One					
	2025-2026 Operating Year	2026-2027 Operating Year	2027-2028 Operating Year	2028-2029 Operating Year	2029-2030 Operating Year	Total
Gross Receipts	**$15,998,000**	**$16,798,000**	**$17,638,000**	**$18,520,000**	**$19,446,000**	**$88,400,000**
Allowable Expenses						
Cost of Sales						
Food	$1,814,304	$1,905,030	$2,000,293	$2,100,319	$2,205,335	$10,025,281
Beverage	$698,213	$733,128	$769,789	$808,282	$848,697	$3,858,109
Total Cost of Sales	**$2,512,517**	**$2,638,158**	**$2,770,082**	**$2,908,601**	**$3,054,032**	**$13,883,389**
Personnel Costs						
Management & Staffing	$1,902,410	$1,959,482	$2,018,267	$2,078,815	$2,141,179	$10,100,153
Payroll Fringe & Related Costs	$1,365,615	$1,423,766	$1,484,521	$1,548,000	$1,614,326	$7,436,227
Administrative Charge	($2,189,250)	($2,298,713)	($2,413,648)	($2,534,331)	($2,661,047)	($12,096,988)
Union Costs	$177,441	$186,314	$195,631	$205,413	$215,684	$980,482
Variable Labor	$3,224,379	$3,385,618	$3,554,919	$3,732,685	$3,919,319	$17,816,919
Total Personnel Costs	**$4,480,594**	**$4,656,467**	**$4,839,689**	**$5,030,582**	**$5,229,461**	**$24,236,793**
General & Administrative Cost						
Other Operating Costs	$1,581,525	$1,677,399	$1,778,907	$1,886,373	$2,000,138	$8,924,342
Bad Debt Reserve	$39,995	$41,995	$44,095	$46,300	$48,615	$221,000
Training Reserve	$39,995	$41,995	$44,095	$46,300	$48,615	$221,000
Capital Fund	$559,930	$587,930	$617,330	$648,200	$680,610	$3,094,000
Total General & Administrative Costs	**$2,221,445**	**$2,349,319**	**$2,484,427**	**$2,627,173**	**$2,777,978**	**$12,460,342**
Contractor Compensation						
Management Fee (4.5% of Gross Receipt)	$719,910	$755,910	$793,710	$833,400	$875,070	$3,978,000
Net Receipt for Distribution	$6,063,535	$6,398,146	$6,750,092	$7,120,243	$7,509,460	$33,841,476
Incentive Fee (8% of Net Receipts)	$485,083	$511,852	$540,007	$569,619	$600,757	$2,707,318
Total Contractor Compensation	**$1,204,993**	**$1,267,762**	**$1,333,717**	**$1,403,019**	**$1,475,827**	**$6,685,318**
TOTAL ALLOWABLE EXPENSES	**$10,419,548**	**$10,911,706**	**$11,427,915**	**$11,969,376**	**$12,537,297**	**$57,265,842**
NET PROFIT	**$5,578,452**	**$5,886,294**	**$6,210,085**	**$6,550,624**	**$6,908,703**	**$31,134,158**

Exhibit A – Proforma Budget (cont.)

Description	Option Term Two					
	2030-2031 Operating Year	2031-2032 Operating Year	2032-2033 Operating Year	2033-2034 Operating Year	2034-2035 Operating Year	Total
Gross Receipts	**$20,030,000**	**$20,631,000**	**$21,249,000**	**$21,887,000**	**$22,544,000**	**$106,341,000**
Allowable Expenses						
Cost of Sales						
Food	$2,271,565	$2,339,724	$2,409,810	$2,482,164	$2,556,673	$12,059,936
Beverage	$874,185	$900,414	$927,386	$955,231	$983,905	$4,641,121
Total Cost of Sales	**$3,145,750**	**$3,240,138**	**$3,337,196**	**$3,437,395**	**$3,540,578**	**$16,701,057**
Personnel Costs						
Management & Staffing	$2,205,415	$2,271,577	$2,339,724	$2,409,916	$2,482,214	$11,708,846
Payroll Fringe & Related Costs	$1,662,789	$1,712,678	$1,764,008	$1,816,957	$1,871,486	$8,827,917
Administrative Charge	($2,740,878)	($2,823,105)	($2,907,798)	($2,995,032)	($3,084,883)	($14,551,696)
Union Costs	$222,161	$228,827	$235,682	$242,758	$250,045	$1,179,473
Variable Labor	$4,037,024	$4,158,155	$4,282,712	$4,411,300	$4,543,718	$21,432,907
Total Personnel Costs	**$5,386,510**	**$5,548,131**	**$5,714,328**	**$5,885,899**	**$6,062,580**	**$28,597,447**
General & Administrative Cost						
Other Operating Costs	$2,060,142	$2,121,946	$2,185,605	$2,251,173	$2,318,708	$10,937,574
Bad Debt Reserve	$50,075	$51,578	$53,123	$54,718	$56,360	$265,853
Training Reserve	$50,075	$51,578	$53,123	$54,718	$56,360	$265,853
Capital Fund	$701,050	$722,085	$743,715	$766,045	$789,040	$3,721,935
Total General & Administrative Costs	**$2,861,342**	**$2,947,186**	**$3,035,565**	**$3,126,653**	**$3,220,468**	**$15,191,214**
Contractor Compensation						
Management Fee (4.5% of Gross Receipt)	$901,350	$928,395	$956,205	$984,915	$1,014,480	$4,785,345
Net Receipt for Distribution	$7,735,049	$7,967,149	$8,205,707	$8,452,138	$8,705,894	$41,065,937
Incentive Fee (8% of Net Receipts)	$618,804	$637,372	$656,457	$676,171	$696,472	$3,285,275
Total Contractor Compensation	**$1,520,154**	**$1,565,767**	**$1,612,662**	**$1,661,086**	**$1,710,952**	**$8,070,620**
TOTAL ALLOWABLE EXPENSES	**$12,913,755**	**$13,301,223**	**$13,699,750**	**$14,111,033**	**$14,534,577**	**$68,560,338**
NET PROFIT	**$7,116,245**	**$7,329,777**	**$7,549,250**	**$7,775,967**	**$8,009,423**	**$37,780,662**

Exhibit B – Pre-Opening Expenses Estimate

Description		Total
Immediate investment upon contract award for full brand implementation.		**$2,825,750**
Description	**Total**	
Smallwares	$800,000	
Portable Carts & Transformables	$400,000	
Bakery / Teaching Kitchen (Terra Spark Kitchen)	$350,000	
Pre-Opening Budget	$350,000	
E-Tuk / Portable Vehicles	$150,000	
Operational Equipment	$115,000	
Chefs Tables & Service Cart	$114,750	
Bars & Bar Backs (to Transform Beverage Program)	$114,000	
Upgraded Technology & POS / Mobile Ordering	$112,000	
Roof Top Garden Activation & Build Out	$100,000	
Smart Market	$100,000	
Branded Uniforms	$75,000	
Farm Shelf – Indoor Garden	$25,000	
Briggo Infrastructure	$20,000	
Total	**$2,825,750**	

Exhibit C – Sample Calculation of Performance Measures

Key Performance Indicator	Goal	Results	% Achieved	Weight	Weighted Achievement Percentage
Customer Service Survey Results	90%	95%	106%	10%	10.6%
Local Purchasing Requirement	25%	20%	80%	5%	4.0%
Room Nights Generated	10,000	8,500	85%	5%	4.3%
Overall Profit and Loss	1.5 Million	1.25 Million	83%	40%	33.2%
Community Impact Scores – Community Accessibility (number of events, community outreach)	10 events/2 programs	8 events /1 program	75%	10%	7.5%
Sustainability Goals	15% waste contribution	10% waste contribution	67%	10%	6.7%
Workforce Development/Training	50 participants	45 participants	90%	7.5%	6.8%
Sales Activity – New Business Development	75 prospects	72 prospects	96%	7.5%	7.2%
Retain Revenue – Public Space Activation	$500,000	$425,000	85%	5%	4.3%
				Total	**84.6%**

Exhibit D – Insurance Requirements

Without limiting Contractor's indemnification of City and Operator, and prior to commencing any of the Food and Beverage Services required under this Agreement, Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement as an Operating Expense, the following insurance policies from insurance companies authorized to do business in the State of California. 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
   $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

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as Insurance Services Office (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, ISO 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. 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. COMMERCIAL CRIME INSURANCE

Commercial Crime insurance shall be written on a policy form specifically designed to protect against employee dishonesty crimes of Contractor and its employees. Covered services designated in the policy must include work performed by Contractor and its employees and shall include coverage for computer fraud, employee theft, forgery or alteration, inside the premises – theft of money and securities, inside the premises – robbery or safe burglary of other property, money orders and counterfeit money, and outside the premises. The policy shall also provide for Client Coverage. Coverage shall be in an amount of not less than five million dollars ($5,000,000). Any deductible or self-retention is the responsibility of the Contractor.

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 as well as Operator and its employees and agents are hereby included 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 current edition and CG 20 37 current edition, or its equivalent.

2. Primary and non-contributing. The commercial general liability, auto liability and umbrella liability policies insurance policies provided by Contractor as required herein 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 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) calendar 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) calendar 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 Food and Beverage Services, who is brought onto or involved in the performance of the Food and Beverage 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.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Food and Beverage Services under this Agreement, Contractor shall, as an Operating Expense, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. 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 provided by e-mail to: ctsantaclara@ebix.com

Or by mail to:

EBIX Inc.
City of Santa Clara, City Manager's Office
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

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

19-416 **Agenda Date: 10/29/2019**

REPORT TO COUNCIL

SUBJECT
Tentative Meeting Agenda Calendar (TMAC)

BACKGROUND AND DISCUSSION
The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.

City of Santa Clara

Tentative Meeting Agenda Calendar

November 5, 2019 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Closed Session 4:00 PM

Study Session 5:00 PM

19-1005 Overview and Update on Proposed Changes to the City's Transportation Analysis Methodology and Processes to Comply with State Law

Special Order of Business

19-1242 Halloween Home Décor Winners Recognition

Public Hearing/General Business

19-1104 Discussion and Review of Potential General Fund Revenue Opportunities for the November 2020 Ballot

19-1004 Approval of Charter Review Committee Recommended Ballot Language Regarding District Elections

19-907 Action on FY 2018/19 Budget Year-End Report and Related Budget Amendments

Tuesday, November 12, 2019 Special Council and Authorities Concurrent Meeting

Special Order of Business

19-496 Parade of Champions Recognition

Consent Calendar

19-1007 Adopt a Resolution to Call Election and Place a Measure on the Ballot Regarding District Elections

Public Hearing/General Business

19-450 Action on the Santa Clara Convention Center 4th Quarter Financial Status Report

19-915 Convention Center Final Audit

19-1047 Informational Memo on the Beta Website Launch Update

19-920 Action on the Conversion of the Santa Clara Tourism Improvement District (TID) Established Under the Parking and Business Improvement Area Law of 1989 to a TID Established under the Property and Business Improvement District Law of 1994

19-1257 Update on Progress of the New Destination Marketing Organization (DMO) Entity

Tuesday, November 19, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-324 Action on an Amendment to the Zoning Code, SCCC Chapter 18.76 Architectural Review

19-1083 Consideration of Councilmember O'Neill's Request Related to the City's Participation in an "Innovation Zone" with the City of San José for the Stevens Creek Corridor

19-1082 Consideration of Councilmember O'Neill's Request to Work Collaboratively with the VTA, County of Santa Clara and the Cities of Cupertino and San Jose Regarding a Stevens Creek Boulevard Corridor Study

19-1193 Public Hearing: Action on the Adoption of Phase II of the Fiscal Year 2019/20 Municipal Fee Schedule

Tuesday, December 3, 2019 – Santa Clara Stadium Authority Board Meeting and Special Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-806 Consideration of a Successor Agreement with Recology for Residential Recycling

19-1081 Action on the Financial Status Report for the Quarter and /fiscal Year Ending March 31, 2019

19-451 Update on Requested Information on Commercial Cannabis Activities

Tuesday, December 10, 2019 Council and Authorities Concurrent Meeting

Joint Dinner

19-1195 Joint Dinner Meeting with Youth Commission

Public Hearing/General Business

19-807 Consideration of a Successor Agreement with Mission Trail Waste System for Exclusive Franchise Solid Waste Collection Services

19-496 Introduction of a False Alarm Ordinance – PD

19-1199 Public Hearing: Action on City North Project Description and Environmental Impact Report Notice of Preparation

Tuesday, December 17, 2019 Council and Authorities Concurrent Meeting

Public Hearing/General Business

19-074 SVP Quarterly Strategic Plan Update

19-1225 Public Hearing: Action on 3035 El Camino Real Residential Project located at 3035 El Camino Real

19-496 Discussion on Community Room Rental Fees

19-1260 Public Hearing: Action on Amendment No. 1 to Development Agreement with Innovation Commons Owner LLC (Previously Yahoo)

AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE