

# Meeting Agenda Council and Authorities Concurrent Meeting

# Call and Notice of Special Meeting Santa Clara Stadium Authority Public Facilities Financing Corporation

Tuesday, May 4, 2021

4:00 PM

**Virtual Meeting** 

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

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

Meeting ID: 997-0675-9306 or

o Phone: 1(669) 900-6833

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

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

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Governing Board of the Stadium Authority and Public Facilities Financing Corporation to commence and convene on May 4, 2021, at 4:00 pm for a Special Meeting to be held virtually via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

#### 4:00 PM CLOSED SESSION

**Call to Order** 

**Roll Call** 

#### **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.

- 1. 21-505 Conference with Legal Counsel-Existing Litigation (CC)
  - Pursuant to Gov. Code § 54956.9(d)(1)

Omar Gomez v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:19-cv-05266-LHK

2. 21-655 Conference with Legal Counsel-Anticipated Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(4) - Initiation of litigation

Number of potential cases: 1

Facts and Circumstances: Consideration of recommendations contained in the TAP International Financial Audit Titled "Contract Close Out Review: Convention and Visitor's Bureau" (Continued from April 20, 2021)

3. 21-656 Conference with Legal Counsel-Existing Litigation (CC, SA)

Pursuant to Gov. Code § 54956.9(d)(1)

Lawrence E. Stone, Santa Clara County Assessor, Petitioner v. Santa Clara County Assessment Appeals Board No. 1. Niners SC Stadium Company LLC, Respondent (Forty Real Party in Interest), Santa Clara County Superior Court No. 19CV347946

#### Convene to Closed Session

#### 6:30 PM COUNCIL/SPECIAL STADIUM AUTHORITY & PUBLIC FACILITIES FINANCING CORPORATION **MEETING**

\*Open Session to be heard at 6:30p.m. or shortly thereafter

Pledge of Allegiance and Statement of Values

#### REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

#### CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

#### **SPECIAL ORDER OF BUSINESS**

- 2.A 21-481 Proclamation of National Public Works Week 2021
- 2.B 21-518 Recognize Local Students for Community Wellness Initiative "Active Circle"

2.C 21-587 <u>Verbal Report from City Manager regarding COVID-19</u>
Pandemic

#### **CONSENT CALENDAR**

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

3.A 21-10 Board, Commissions and Committee Minutes

**Recommendation:** Note and file the Minutes of:

Planning Commission - August 26, 2020 Planning Commission - September 23, 2020 Planning Commission - February 24, 2021 Planning Commission - April 14, 2021

Parks & Recreation Commission - March 16, 2021 Senior Advisory Commission - March 22, 2021

3.B 21-676 Action on Council and Authorities Concurrent Meeting Minutes of February 23, 2021

**Recommendation:** Approve the Council and Authorities Concurrent Meeting Minutes of February 23, 2021.

3.C 21-214 Action on Bills and Claims Report (CC,HA) for the period March 20th, 2021 - April 9th, 2021

**Recommendation:** Approve the list of Bills and Claims for March 20, 2021 - April 9, 2021.

#### 3.D 21-531

Agreement with the County of Santa Clara for Reimbursement of COVID19 Emergency Meals for the City of Santa Clara Senior **Nutrition Program** 

- **Recommendation:** 1. Approve and authorize City Manager to execute the Agreement with the County of Santa Clara for the Senior Nutrition Program to provide emergency meals for an amount not to exceed \$209,280 for FY 2020/21:
  - 2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the related FY 2020/21 budget amendment in the Parks and Recreation Operating Grant Trust Fund to increase the Other Agencies Revenue and the Senior Nutrition Program by \$209,280 (five affirmative Council votes required to appropriate additional revenue); and
  - 3. Authorize the City Manager to negotiate and execute amendments and minor modifications to the Agreement for emergency meals, subject to Council appropriation of funds.

#### 3.E 21-442

Action on an Agreement for Services with AECOM Technical Services, Inc. for Renewable Energy Microgrid Feasibility Study and Design Services

- **Recommendation:** 1. Authorize the City Manager to execute an Agreement with AECOM Technical Services, Inc. for renewable energy microgrid feasibility study and design services, for an initial term starting on or about May 1, 2021 and ending on April 30, 2023 for total maximum amount not-to-exceed \$461,564, subject to the annual appropriation of funds; and
  - 2. Authorize the City Manager to execute up to two one-year options to extend the term of the Agreement after the initial term, ending April 30, 2025 assuming all options are exercised, subject to the annual appropriation of funds.

#### 3.F 21-628

Actions to Approve a New Class Specification Titled Assistant Director of Community Development (Job Code 038) and Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan

- **Recommendation:** 1. Approve the creation of the Assistant Director of Community Development (Job Code 038) Class Specification; and
  - 2. Adopt a Resolution to approve the revised unclassified salary plan to satisfy the requirements of California Code of Regulations Section 570.5.
- 3.G 21-653 Continuance on the Federal and State Income Tax Exempt Reporting for Fiscal Year 2019/2020 (Continued from April 20, 2021)

**Recommendation:** Authorize the City Manager, or her designee, to file the 2019 Internal Revenue Service Form 990 (Return of Organization Exempt from Income Tax) and the State of California Form 199 (Exempt Organization Annual Information Return) on behalf of the City of Santa Clara Public Facilities Financing Corporation.

#### 3.H Parking Maintenance District #122 - Franklin Mall Square Items

- 21-544 Informational Report Responding Council a. Questions to **Parking** Regarding No. 122 -Franklin Maintenance District Square
- 21-648 b. Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square

- **Recommendation:** 1. Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122;
  - 2. Set a hearing date of June 22, 2021 to approve the Director's Report FY 2021/22; and
  - 3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

#### **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**

4. 21-495 Discussion on Consideration of the Sale of the Loyalton Ranch Property (Continued from April 20, 2021)

> **Recommendation:** Staff has no recommendation and is seeking Council direction.

5. 21-597 Action on a Resolution Authorizing the City Manager to Award and Execute Agreements, Amendments, Purchase Orders, and Change Orders, with Various Vendors as Required to Complete Emergency Repairs, Corrective and Preventative Maintenance the Gianera Generating Station Increasing Previous Authorization to an Aggregate Amount Not-to-Exceed \$10,000,000

**Recommendation:** Adopt a Resolution authorizing the City Manager to negotiate, award and execute agreements, amendments, purchase orders, and change orders with various vendors as required to complete emergency repairs, corrective and preventative maintenance at the Gianera Generating Station increasing previous authorization to an aggregate amount not-to-exceed \$10,000,000 and directing staff to provide Council with a report on contracts awarded and work performed once the repairs have been completed.

6. 21-588 Discussion and Consideration to Establish a Boards and Commission Eligibility List Policy

> **Recommendation:** Staff makes no recommendation and seeks Council direction.

- 7. Council Discussion and Direction on: Proposed Charter Amendment to Enact Council District Elections, Court-Ordered Six District Map Ordinance, and 2021 **Redistricting Process** 
  - 21-671 Discussion Direction a. Council and on proposed Charter Amendment to enact Council District elections and direction to with to the Council an **Ordinance** to Enact return Court-Ordered Six-District Map

#### Recommendation: Staff recommends:

- 1. City Council discuss the key elements of a Charter amendment and provide direction on the language to be included in a ballot measure for final approval at the Council's May 25, 2021 meeting:
  - a. Charter text changes to eliminate at large election of Councilmembers except the Mayor and to establish six single-member districts
  - b. Include 30-day residency requirement (optional)
  - c. Require Independent Redistricting Committee in the Charter (optional); and
- 2. City Council direct staff to bring back an ordinance to establish the court-ordered six district map for Councilmember elections as the map to be used for elections beyond 2020, subject to changes required by the redistricting process.
- b. 21-546 Discussion and Direction on the 2021 Redistricting Council Process Based Receipt of 2020 Census Data

**Recommendation:** Staff recommends City Council discuss the key elements of a redistricting process and provide direction to staff on items that will inform an ordinance establishing a public process for redistricting that will be brought back to City Council for consideration at a future meeting.

- 8. 21-540 Public Hearing: Final version of the FY21/22 Annual Action Plan for the use of Federal Housing and Urban Development Grant Funds
  - **Recommendation:** 1. Approve the FY21/22 Annual Action Plan, and direct staff to incorporate all public comments into the final version to be submitted to HUD on or before May 15, 2021.
- Action on Two (2) Written Petitions received regarding Council Policy #47 (Censure and Admonition)
  - a. 21-586 Action on a Written Petition (Council Policy 030) Submitted by Councilmember Hardy Requesting a Discussion on Council Policy 047 (Admonition and Censure)

**Recommendation:** Staff has no recommendation and is seeking Council direction.

b. 21-630 Action on a Written Petition (Council Policy 030) submitted by Gabriela Gupta Requesting the Censure of Councilmember Watanabe and Admonishment of Mayor Gillmor - Council Policy 047

**Recommendation:** Staff makes no recommendation.

#### REPORTS OF MEMBERS AND SPECIAL COMMITTEES

#### CITY MANAGER/EXECUTIVE DIRECTOR REPORT

- 21-639 Update on City Council and Stadium Authority Staff Referrals
- 21-554 Tentative Meeting Agenda Calendar (TMAC)

#### **ADJOURNMENT**

The next regular scheduled meeting is on Tuesday, May 25, 2021.

**Meeting Agenda** 

May 4, 2021

#### **MEETING DISCLOSURES**

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

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

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

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

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

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

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

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

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



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## Agenda Report

21-505 Agenda Date: 5/4/2021

#### **SUBJECT**

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

Omar Gomez v. City of Santa Clara, et al., United States District Court, Northern District of California

Case No. 5:19-cv-05266-LHK



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## Agenda Report

21-655 Agenda Date: 5/4/2021

#### **SUBJECT**

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

Facts and Circumstances: Consideration of recommendations contained in the TAP International Financial Audit Titled "Contract Close Out Review: Convention and Visitor's Bureau" (Continued from April 20, 2021)



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## Agenda Report

21-656 Agenda Date: 5/4/2021

#### **SUBJECT**

Conference with Legal Counsel-Existing Litigation (CC, SA)
Pursuant to Gov. Code § 54956.9(d)(1)
Lawrence E. Stone, Santa Clara County Assessor, Petitioner v. Santa Clara County Assessment
Appeals Board No. 1, Respondent (Forty Niners SC Stadium Company LLC, Real Party in Interest),
Santa Clara County Superior Court No. 19CV347946



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#### Agenda Report

21-481 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Proclamation of National Public Works Week 2021

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### **BACKGROUND**

Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week to celebrate how public works projects and public works professionals help improve our communities. Across North America, thousands of APWA members, citizens, and government agencies join together in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

#### DISCUSSION

May 16-22, 2021 is designated as National Public Works Week. The APWA has chosen "Stronger Together" for this year's theme. This theme encourages APWA members and their citizens to think about the role public works plays in creating a great place to live. By working together, the impact citizens and public works professionals can have on their communities is magnified and results in the ability to accomplish goals once thought unattainable.

Various departments within the City of Santa Clara (City) focus on delivering high quality public works projects including Parks & Recreation, Public Works, Water and Sewer Utilities, and Silicon Valley Power. The staff in these departments work as one City team and partner with the community to provide infrastructure services in transportation, roadway and landscape maintenance, wastewater and stormwater treatment, water and solid waste systems, parks and recreation spaces, power, emergency management and first response, right-of-way management, and maintenance of public buildings and other facilities essential to our citizens. Working together, the City and its citizens have built a city that is safe, sustainable, and resilient.

In honor of Public Works Week, the Mayor has signed a City Proclamation, proclaiming May 16-22, 2021, as Public Works Week in Santa Clara.

#### ENVIRONMENTAL REVIEW

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

21-481 Agenda Date: 5/4/2021

#### FISCAL IMPACT

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

#### PUBLIC CONTACT

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

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager



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#### Agenda Report

21-518 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Recognize Local Students for Community Wellness Initiative "Active Circle"

#### BACKGROUND

In March 2020, the State of California and the City of Santa Clara declared states of emergency in response to the COVID-19 pandemic. It has been well documented that the pandemic and stay-athome orders have had detrimental impacts on the health and wellness of the community, and particularly on our youth.

In response, three City of Santa Clara students started an initiative, Active Circle, to connect people and promote wellness through exercise and healthy habits. On March 20, 2021, in partnership with the South Asian Heart Society at El Camino Hospital, these students hosted a virtual event, "Exercise is Medicine," which was attended by Mayor Lisa M. Gillmor and Vice Mayor Raj Chahal.

#### **DISCUSSION**

As a Special Order of Business on May 4, 2021, the Santa Clara City Council will recognize these exceptional students with a Certificate of Special Mayoral Recognition, which will be accepted by the students and their families.

#### ENVIRONMENTAL REVIEW

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

#### FISCAL IMPACT

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

#### PUBLIC CONTACT

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Reviewed by: Julie Minot, Executive Assistant to the Mayor and City Council

Approved by: Deanna J. Santana, City Manager



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# Agenda Report

21-587 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### **SUBJECT**

Verbal Report from City Manager regarding COVID-19 Pandemic

## **COUNCIL PILLAR**

**Enhance Community Engagement and Transparency** 



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## Agenda Report

21-10 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### **SUBJECT**

Board, Commissions and Committee Minutes

#### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

#### RECOMMENDATION

Note and file the Minutes of:

Planning Commission - August 26, 2020

Planning Commission - September 23, 2020

Planning Commission - February 24, 2021

Planning Commission - April 14, 2021

Parks & Recreation Commission - March 16, 2021

Senior Advisory Commission - March 22, 2021



# **Meeting Minutes**

## **Planning Commission**

08/26/2020 6:00 PM City Hall Council Chambers

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

· Via Zoom:

o https://santaclaraca.zoom.us/j/961068578 or

o Phone: 1(669) 900-6833

• Via the City's eComment (now available during the meeting)

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

Public Comments prior to meeting may be submitted via email to planningcommission@santaclaraca.gov no later than noon on the day of the meeting; and also before and during the meeting via eComment. To utilize eComment, please visit the following website: https://santaclara.legistar.com/Calendar.aspx, and select the "eComment" link next to the Planning Commission meeting for August 26.

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people gatherings. Planning Commissioners will be participating remotely. A limited number of staff will also be present.

We highly encourage interested members of the public to stay at home and provide public comment remotely. Any members of the public wishing to come in person should first check-in at the City Council Chambers. City staff may direct you to wait in the City Hall cafeteria or outside the Council Chambers until your item of interest is discussed in order to maintain sufficient social distancing guidelines.

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

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

#### 5:00 PM STUDY SESSION

#### Call to Order

Chair Saleme called the meeting to order at 5:03 p.m.

#### **Roll Call**

**Commissioner Jain** announced that **Commissioner Becker** would be joining the meeting later.

**Commissioner Becker** joined the meeting at 5:06 p.m.

Present 7 - Commissioner Steve Kelly, Commissioner Yuki Ikezi, Commissioner Suds Jain, Chair Lance Saleme, Commissioner Anthony Becker, Vice Chair Nancy A. Biagini, and Commissioner Priya Cherukuru

Pledge of Allegiance and Statement of Values

#### **DECLARATION OF COMMISSION PROCEDURES**

**Secretary Cherukuru** and **Chair Saleme** read the Declaration of Commission Procedures.

#### **CONTINUANCES/EXCEPTIONS**

None.

20-402 STUDY SESSION: Climate Action Plan (CAP) Update

**Associate Planner Nimisha Agrawal** provided a PowerPoint presentation. Ms. Agrawal provided updates to the measures that were adopted in 2013, presented the greenhouse gas targets, and asked for feedback on the initial actions list.

Commissioners asked questions regarding the carbon neutrality goals, reach codes, tracking measures, and expressed their support for Option 3.

Walker Wells, Raimi & Associates, addressed the Commission's questions regarding budget concerns and reach codes. **Development Review Officer Gloria Sciara** also responded to an inquiry regarding renewable energy sources.

The Commission decided to extend the study session portion of the meeting for an additional half an hour.

There were public comments. The 5 public speakers in order were: Betsy Megas, member of the Bicycle Pedestrian Advisory Committee.

**Dashiell Leeds, Sierra Club Conservation Assistant,** expressed support for Option 3.

Vanessa, City of Santa Clara resident, also expressed support for Option 3.

Kristel Wickham, City of Sunnyvale's Sustainability Commission
Chair, expressed support for Option 3 and asked the City to look into
providing greenhouse gas free electricity to non-residential facilities.
Tom Kabat, City of Menlo Park's Environmental Quality
Commissioner, explained the City of Menlo Park's Climate Action Plan.

#### 6:00 PM REGULAR MEETING

#### **CONSENT CALENDAR**

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

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

**1.A** 20-707 Planning Commission Meeting Minutes of February 26, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the February 26, 2020

Meeting.

1.B 20-763 Planning Commission Meeting Minutes of April 8, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the April 8, 2020 Meeting.

#### **PUBLIC PRESENTATIONS**

None.

#### **PUBLIC HEARING**

2. 20-667 Actions on Amendments to the Tasman East Specific Plan to replace a proposed street extension for Calle Del Sol with a pedestrian and bicycle paseo, allow for alternate methods of trip reduction, and correct a clerical error in the Plan regarding the affordable housing requirement and an error regarding permissible density ranges; and to amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of mixed use buildings.

**Recommendation:** Alternatives 1. 2 & 3:

That the Planning Commission:

- 1. Adopt a resolution to recommend the City Council adopt the Addendum to the 2018 Final Environmental Impact Report Tasman East Specific Plan
- 2. Adopt a resolution to recommend the City Council amend the adopted Tasman East Specific Plan (Amendment #1) to replace a proposed street extension for Calle Del Sol with a multimodal paseo, allow for alternate methods of trip reduction, and correct a clerical error in the Plan regarding the affordable housing requirement and an error regarding permissible density ranges.
- 3. Adopt a resolution to recommend the City Council amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of a mixed-use building.

Planning Manager Reena Brilliot provided a PowerPoint presentation and answered questions from the Commission.

Commissioners inquired about the land use density, transportation measures, and affordable housing. Commissioners commented that they would like for there to be art and a TMA included in the project.

There was one public speaker:

Harbir Kaur Bhatia, Cultural Commissioner, commented that she would like to see the project include pop up shops and bike lanes with sufficient space. She echoed the Commissioners' comments regarding using the shared spaces for events and a TMA.

**Commissioner Jain** inquired about the annual reporting requirements. Assistant City Attorney Alexander Abbe clarified that developers are required to adhere to the annual reporting and becomes a code enforcement violation when not followed. Development Review Officer Gloria Sciara addressed the Commission's questions regarding submitting annual reports to the Planning Commission and clarified that there are currently no conditions requiring developers to report the findings to the Planning Commission. Assistant City Attorney Alexander Abbe

clarified the motion for the Commission.

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

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

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

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

A motion was made by Commissioner Cherukuru, seconded by Commissioner Biagini to approve Alternative 2 with the Friendly Amendment by Commissioner Jain that they recommend that the Council consider adoption of a TMA as one of the alternative methods for trip reduction.

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

A motion was made by Commissioner Jain, seconded by Commissioner Cherukuru to approve Alternative 3.

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

The meeting went into recess at 8:22 p.m. and reconvened at 8:29 p.m.

3. 20-711 Action on Appeal of Development Review Hearing Redesign Determination for the Property at 4316 Fillmore Avenue

**Recommendation:** 1. Adopt a resolution to deny the appeal and uphold the Development Review Hearing determination that the project shall be redesigned.

> **Senior Planner Rebecca Bustos** provided a PowerPoint presentation. Applicant Kaneshka Salehi, Kaneshka Design Co, provided an applicant presentation.

Commissioners inquired if the property was a historical resource, about the square-footage of the house and ADU, and addressed the neighbor's concerns. Development Review Officer Gloria Sciara clarified the house was not designated as a historic resource.

There was one public speaker:

Abby Votino, neighbor, voiced her concerns regarding how the ADU would affect drainage on her property, privacy, and hours of sunlight.

Thorlindur Thorolfsson, owner, and Kaneshka Salehi, applicant, provided a rebuttal.

A motion was made by Commissioner Becker, seconded by Commissioner Jain to close public hearing.

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

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

Aye: 6 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, and Vice Chair Biagini

Nay: 1 - Commissioner Cherukuru

#### REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

Planning Manager Reena Brilliot stated that the edits made to the Policies and Procedures will be reviewed by the Governance and Ethics Committee on September 14, 2020.

Commissioners and Staff thanked **Commissioner Kelly** for his time while serving on the Commission.

**Commissioners Cherukuru and Biagini** requested that in the future more time be allocated during the meeting for study sessions.

- 2. Development Review Hearing
- 3. Commissioner Travel and Training Reports, Requests to attend Trainings

**Commissioner Jain** announced that there was an upcoming Net Zero 2020 Virtual Conference taking place on September 15-16, 2020.

Net Zero 2020 Virtual Conference & Expo, September 15-16

A motion was made by Commissioner Beckeer, seconded by Commissioner Jain to expend funds for the following Commissioners to attend the Net Zero conference:

Saleme

Cherukuru

Biagni

Jain

Ikezi

Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

#### **DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

1. Planning Commission Budget Update

Development Review Officer Gloria Sciara provided updates.

Planning Manager Reena Brilliot recommended that the

Commission prioritize which events they would like to attend due to potential budget cuts.

2. Upcoming Agenda Items

Planning Manager Reena Brilliot provided updates.

#### 3. City Council Actions

**Development Review Officer Gloria Sciara** provided updates.

Assistant City Attorney Alexander Abbe provided updates on the 1075 Pomeroy Project that was presented at a 2017 Planning Commission meeting and approved by the City Council in 2017. A neighborhood group sued the City after Council approval on CEQA grounds. The litigation was resolved in favor of the City and the project will now move forward.

#### **ADJOURNMENT:**

A motion was made by Commissioner Kelly, seconded by Commissioner Jain to adjourn the meeting.

The meeting adjourned at 10:28 p.m.

The next regular scheduled meeting is on September 23, 2020.



# **Meeting Minutes**

## **Planning Commission**

09/23/2020 6:00 PM City Hall Council Chambers

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

· Via Zoom:

o https://santaclaraca.zoom.us/j/961068578 or

o Phone: 1(669) 900-6833

• Via the City's eComment (now available during the meeting)

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

Public Comments prior to meeting may be submitted via email to planningcommission@santaclaraca.gov no later than noon on the day of the meeting; and also before and during the meeting via eComment. To utilize eComment, please visit the following website: https://santaclara.legistar.com/Calendar.aspx, and select the "eComment" link next to the Planning Commission meeting for September 23.

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people gatherings. Planning Commissioners will be participating remotely. A limited number of staff will also be present.

We highly encourage interested members of the public to stay at home and provide public comment remotely. Any members of the public wishing to come in person should first check-in at the City Council Chambers. City staff may direct you to wait in the City Hall cafeteria or outside the Council Chambers until your item of interest is discussed in order to maintain sufficient social distancing guidelines.

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

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- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

#### 6:00 PM REGULAR MEETING

Call to Order

Chair Saleme called the meeting to order at 6:04 p.m.

Pledge of Allegiance and Statement of Values

Secretary Cherukuru read the Statement of Values

**Roll Call** 

Office Specialist IV Elizabeth Elliott announced that Commissioner lkezi would be joining the meeting later.

**Commissioner Ikezi** joined the meeting at 6:50 p.m.

Present 6 - Commissioner Yuki Ikezi, Chair Lance Saleme, Commissioner Anthony Becker, Vice Chair Nancy A. Biagini, Commissioner Priya Cherukuru, and Commissioner Ricci Herro

#### **DECLARATION OF COMMISSION PROCEDURES**

Secretary Cherukuru read the Declaration of Commission Procedures.

#### **CONTINUANCES/EXCEPTIONS**

None.

#### **CONSENT CALENDAR**

A motion was made by Commissioner Jain, seconded by Commissioner Biagini to approve staff recommendation for Item 1A.

Aye: 5 - Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, and Commissioner Cherukuru

Germineerener Griefa

**Absent:** 1 - Commissioner Ikezi **Recused:** 1 - Commissioner Herro

1.A 20-889 Planning Commission Meeting Minutes of April 22, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the April 22, 2020 Meeting.

**1.B** 20-850 Planning Commission 2021 Calendar of Meetings

**Recommendation:** Approve the Planning Commission 2021 Calendar of Meetings.

Commissioner Jain pulled Item 1.B and inquired why the number of meetings were fewer than in past years. Chair Saleme expressed support for more meetings in the effort to keep the meetings from becoming too lengthy.Secretary Cherukuru requested that there be more time allotted for study sessions. Vice Chair Biagini requested that the March 24, 2021 meeting be rescheduled due to conflicts with a conference.

**Development Review Officer Gloria Sciara** explained that an analysis found that in previous years an average of 14 meetings had been held and that having bi-weekly meetings requires more resources such as staff time. **Planning Manager Reena Brilliot** clarified that additional meetings will be scheduled as needed for items such that can not be accommodated during a scheduled meeting, such as study sessions.

A motion was made by Commissioner Jain, seconded by Commissioner Biagini to approve staff recommendation and that the March 24, 2021 meeting be changed to a different date due to a conflict with the League of California Cities Planning Commissioner Academy Conference dates.

**Aye:** 6 - Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, Commissioner Cherukuru, and Commissioner Herro

Absent: 1 - Commissioner Ikezi

#### **PUBLIC PRESENTATIONS**

Office Specialist IV Elizabeth Elliott read a public comment received via ecomment from Mojgan Mahdizadeh urging the Commission to adopt option 3 for the climate action plan.

#### **PUBLIC HEARING**

2. 20-801 Public Hearing: Action on an Appeal of a Zoning Administrator Denial of a Minor Modification for the property at 2133 Santa Cruz Avenue

Recommendation: 1. Adopt a resolution to deny the appeal and uphold the Zoning Administrator's decision denying the minor modification.

Senior Planner Rebecca Bustos provided a Powerpoint presentation.

The meeting went into recess at 6:37 p.m. due to technical difficulties and reconvened at 6:49 p.m.

Commissioners asked questions about the ordinances regarding expansions, what triggered the variance request, and setback requirements. Chair Saleme suggested that the new code should incorporate allowing consistency with the existing structure and the neighborhood. The Commission noted that the application of the minor modifications have become somewhat unwieldy and inappropriate in some cases and that the Commission be a part of the discussion of the new Zoning Ordinance. (Commissioner Jain stated that items similar to this should be handled administratively due to the 25% discretion.)

Development Review Officer Gloria Sciara explained the current setback requirements and the variance approval process. Planning Manager Reena Brilliot clarified the difference between minor modification and variance findings.

Applicants Nicole And Devin Bissman provided a Powerpoint presentation.

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

Ave: 7 - Commissioner Ikezi, Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, Commissioner Cherukuru, and Commissioner Herro

**Assistant City Attorney Alexander Abbe** clarified the options for action for the Commission.

A motion was made by Commissioner Jain, seconded by Commissioner Ikezi to support the appeal with the following 4 findings:

- 1) there are unusual conditions applying to land or building, which do not apply generally in the same district since the building was legally constructed at a 17.5 feet setback and the expansion would extend the existing setback without further reducing the setback area
- 2) the granting of the variance is necessary for the preservation and enjoyment of substantial property rights of the petition
- 3) the granting of the variance shall not materially adversely affect the health, safety, peace, moral comfort, or general welfare of persons residing or working in the neighborhood of the applicant's property and will not be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood
- 4) the granting of the variance is in keeping with the purpose and intent of the Zoning Ordinance which is to protect the character and stability of residential areas and neighborhoods and to encourage compatible uses of land and buildings

This project is categorically exempt from CEQA categories 15301E.

**Aye:** 7 - Commissioner Ikezi, Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, Commissioner Cherukuru, and Commissioner Herro

#### REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

**Commissioner Ikezi** inquired about the Gateway Village development status. **Staff Liaison Gloria Sciara** explained the project's entitlement changes and that staff would check where the developer was in the building permit process.

- 2. Development Review Hearing
- 3. Commissioner Travel and Training Reports, Requests to attend Trainings

Commissioners reported on the NetZero 20 Conference.

#### **DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

1. Planning Commission Budget Update

**Staff Liaison Gloria Sciara** provided updates and informed the Commission of the reduced Planning Commission budget. **Commissioner Biagini** requested that funds be used to attend the upcoming 2021 Planning Commissioners Academy.

Allocate Funds to Purchase Headsets for Commissioners

A motion was made by Commissioner Becker, seconded by Commissioner Jain to allocate \$1,200 from the Planning Commission budget towards the purchase of wireless headsets for Commissioners and a cable adapter for Chair Saleme.

**Aye:** 7 - Commissioner Ikezi, Jain, Chair Saleme, Commissioner Becker, Vice Chair Biagini, Commissioner Cherukuru, and Commissioner Herro

2. Upcoming Agenda Items

Planning Manager Reena Brilliot provided updates.

3. City Council Actions

**Staff Liaison Gloria Sciara** and provided updates. **Planning Manager Reena Brilliot** provided updates on the Governance
Committee meeting and explained the new process to agendize items and the Planning Commission workplan.

#### **ADJOURNMENT:**

A motion was made by Commissioner Jain, seconded by Commissioner Biagini to adjourn the meeting.

The meeting adjourned at 8:05 p.m.

The next regular scheduled meeting is on Wednesday, October 14, 2020.



## **Meeting Minutes**

#### **Planning Commission**

02/24/2021 6:00 PM Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

· Via Zoom:

o https://santaclaraca.zoom.us/j/91729202898

Webinar ID: 917 2920 2898 or o Phone: 1(669) 900-6833

Via the City's eComment (available during the meeting)

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

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- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press \*9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

#### 6:00 PM REGULAR MEETING

#### Call to Order

**Chair Saleme** called the meeting to order at 6:10 p.m.

#### Pledge of Allegiance and Statement of Values

#### **Roll Call**

Present 5 - Vice Chair Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Qian Huang, Commissioner Yuki Ikezi, and Chair Lance Saleme

Absent 1 - Commissioner Ricci Herro

A motion was made by Commissioner Biagini, seconded by Chair Saleme to excuse Commissioner Herro.

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

Excused: 1 - Commissioner Herro

#### **DECLARATION OF COMMISSION PROCEDURES**

**Secretary Cherukuru** read the Declaration of Commission Procedures.

#### CONTINUANCES/EXCEPTIONS

None.

#### **CONSENT CALENDAR**

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

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

Excused: 1 - Commissioner Herro

1.A 21-333 Planning Commission Meeting Minutes of October 28, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the October 28, 2020 Meeting

Commissioner Huang abstained from voting on Item 1.A as he was not a Commissioner at the time of the meeting.

**Aye:** 4 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Ikezi, and Chair Saleme

Excused: 1 - Commissioner Herro

Abstained: 1 - Commissioner Huang

1.B 21-31 Planning Commission Meeting Minutes of January 27, 2021 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the January 27, 2021

Meeting

A motion was made that this item be Approved. The motion carried by the following vote:

Aye: 5 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Huang,

Commissioner Ikezi, and Chair Saleme

Excused: 1 - Commissioner Herro

#### **PUBLIC PRESENTATIONS**

None.

#### **PUBLIC HEARING**

2. 21-236 Study Session on the Draft El Camino Real Specific Plan

**Lesley Xavier, Principal Planner** provided a PowerPoint presentation. **Alessandra Lundin, City Consultant, Raimi and Associates** participated in the meeting.

An overview of the City's El Camino Real Specific Plan was provided.

Several Commissioners commented on a dislike for projects that are 'glass boxes' and would like better designs. **Commissioner Cherukuru** expressed excitement for the upcoming project and would like the desired outcome to acknowledge the cultural diversity that represents the City and noted that there is no representation of public art in the presentation.

**Commissioner Huang** expressed concern for the height of projects and requested that there be a height limit on the north side to limit shadows on resident projects behind buildings.

Chair Saleme commented that he would like to see a mixture of architectural styles in the project and had questions on the gaps in the bike lane barriers and inquired if these could be a problem for ADA or mobility limited persons. He also inquired as to whether there would be a shuttle for the project area and suggested that developers contribute to this.

Principal Planner Lesley Xavier replied that street cleaning is something that remains to be figured out for the bike lane barrier area and addressed seasonal identity questions noting that there could be specific lighting and seasonal banners to resolve this issue.

**Commissioner Ikezi** expressed concern regarding connections to BART and train stations. **Commissioner Biagini** expressed support for the project and reaffirmed previous comments regarding inclusion of community art; recognition of cultural diversity and some type of shuttle for the area.

#### Public Speakers (5):

Sindhu Saggeri
Carolyn Zhang
Public Speaker
Tom Qualia
Councilmember Anthony Becker

Meeting went into recess at 8:17 p.m. and reconvened at 8:24 p.m.

**Commissioner Cherukuru** inquired if there are provisions for projects already in the pipeline. **Planning Manager Reena Billiot and Assistant** 

City Attorney Alexander Abbe replied that this issue is being addressed.

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

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

Excused: 1 - Commissioner Herro

## REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

**Commissioner Cherukuru** requested that next year the Commission be reminded of the upcoming Joint Venture Silicon Valley State of the Valley before the event is held.

Commissioners Huang, Biagini, and Saleme, expressed interest in attending the League of California Cities Planning Commissioner Academy taking place in late March. Registration will take place and a retroactive vote to expend funds will take place at the next meeting. Staff will contact Commissioner Herro regarding the training.

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

## **DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

- 1. Planning Commission Budget Update
- 2. Upcoming Agenda Items

**Planning Manager Reena Brilliot** provided updates and noted there are no items for the March 10 meeting and inquired if the meeting could be canceled due to this information. Commissioners concurred the meeting should be canceled.

**Chair Saleme** commented that he would like to possibly have a Planning Commission dinner meeting with the Council on this date if available.

3. City Council Actions

**Development Review Officer/Staff Liaison Gloria Sciara** provided updates.

## **ADJOURNMENT:**

A motion was made by Commissioner Cheukuru, seconded by Commissioner Biagini to adjourn the meeting.

The meeting adjourned at 8:45 p.m.

The March 10, 2021 meeting will be canceled. The next regular scheduled meeting is Wednesday, April 14, 2021.

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

Excused: 1 - Commissioner Herro

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

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

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

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

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



# City of Santa Clara

# **Meeting Minutes**

# **Planning Commission**

04/14/2021 6:00 PM Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

· Via Zoom:

o https://santaclaraca.zoom.us/j/91729202898

Webinar ID: 917 2920 2898 or o Phone: 1(669) 900-6833

Via the City's eComment (available during the meeting)

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

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

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- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press \*6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

## 6:00 PM REGULAR MEETING

### Call to Order

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

## Pledge of Allegiance and Statement of Values

## **Roll Call**

**Commissioner Ikezi** notified the Commission she would be joining the meeting late and joined the meeting at 6:28 p.m.

Present 5 - Vice Chair Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Ricci Herro, Commissioner Qian Huang, and Chair Lance Saleme

Absent 1 - Commissioner Yuki Ikezi

## **DECLARATION OF COMMISSION PROCEDURES**

**Secretary Cherukuru** read the Declaration of Commission Procedures.

## **CONTINUANCES/EXCEPTIONS**

None.

## **CONSENT CALENDAR**

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

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

Absent: 1 - Commissioner Ikezi

**1.A** 21-348 Planning Commission Meeting Minutes of August 26, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the August 26, 2020

Meeting

Commissioner Huang and Commissioner Herro abstained from voting on Item 1.A, 1.B and 1.C

A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.

Aye: 3 - Vice Chair Biagini, Commissioner Cherukuru, and Chair Saleme

Absent: 1 - Commissioner Ikezi

Abstained: 2 - Commissioner Herro, and Commissioner Huang

1.B 21-32 Planning Commission Meeting Minutes of September 23, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the September 23, 2020

Meeting

Commissioner Huang and Commissioner Herro abstained from voting on Items 1.A, 1.B and 1.C

A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.

Aye: 3 - Vice Chair Biagini, Commissioner Cherukuru, and Chair Saleme

Absent: 1 - Commissioner Ikezi

Abstained: 2 - Commissioner Herro, and Commissioner Huang

1.C 21-347 Planning Commission Meeting Minutes of February 24, 2021 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the February 24, 2021

Meeting

Commissioner Huang and Commissioner Herro abstained form voting on Item 1.A, 1.B and 1.C

A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.

Aye: 3 - Vice Chair Biagini, Commissioner Cherukuru, and Chair Saleme

Absent: 1 - Commissioner Ikezi

Abstained: 2 - Commissioner Herro, and Commissioner Huang

1.D 21-355 Retroactive Vote to Expend Funds for Planning Commission Items

Recommendation: There is no staff recommendation.

A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.

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

Absent: 1 - Commissioner Ikezi

## **PUBLIC PRESENTATIONS**

### 1. Announcements/Other Items

Reports of Commission/Board Liaison and Committee Item 1 was moved to be heard before Public Hearing Item 2.

Commissioner Biagini requested to know when the Council/Commission Dinner Meeting will take place. Office Specialist IV Elizabeth Elliott updated the Commission that we have been notified that the City Clerk's Office will update staff when this dinner will be scheduled and the Commission will be notified.

Commissioner Biagini requested to receive attachments that are large in advance of the meeting so there is ample time for review. Development Review Officer/Staff Liaison Gloria Sciara replied that staff will look at processes to allow for this.

## **PUBLIC HEARING**

### 2. 21-112

Action on a Rezone from Planned Development (PD) to Planned Development (PD) of a property located at 2905 Stender Way to allow development of a four-story Data Center building (CoreSite SV9)

Recommendation: Alternatives 1), and 2): That the Planning Commission adopt resolutions for the 2905 Stender Way Project recommending that the City Council:

- 1. Approve a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project.
- 2. Approve a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

Commissioner Herro abstained from voting on this item due to a conflict of interest having received income from Therma, Inc. in the past 12 months and removed himself from this portion of the meeting.

**Commissioners Huang** disclosed he met with the Applicant, CoreSite, at the project site, staff the day before the meeting. Chair Saleme, Commissioners Biagini and Cherukuru noted they had

been contacted by the Applicant but declined to meet with them.

**Ela Kerachian, Associate Planner**, provided a PowerPoint presentation.

**Applicant** provided a PowerPoint presentation. Mike Durham, CoreSite Gabe Clark. Architect Addam Friedl, MEP Engineering Design Matthew Morgan, Civil Engineering

Assistant City Attorney Alexander Abbe read comments that were received from Adams Broadwell Joseph & Cardozo and BAAQMD regarding Health Risk Assessment and the need for the Commission to have a finding if the item is approved. A revised Health Risk Assessment has been provided to Commissioners noting that the impact is not significant on health/air quality.

Brianna Bohonok, Circlepoint, Environmental Consultant, attended the meeting and provided input on cumulative analysis under CEQA.

## David Blackwell, Land Use Counsel

Planning Manager, Reena Brilliot notified the Commission that due to complaints regarding night time noise issues from data centers the City has been investigating and the noise is from a non-determined source. The City has recently engaged an acoustical consultant to get information as to where the source of the noise is coming from and how to move forward to address this noise.

## **Public Comment:**

Sam Liu

Nicole Goehring - representative for ABC Norcal: Associated Builders and Contractors, Inc.

**Commissioner Cherukuru** expressed disappointment that staff was evaluating this project because of the large amount of data centers, 40 - 50, in the city already without cumulative analysis and concerns for possible power outages and the repercussions of utilizing diesel generators and how this will affect city resources along with the negative impact of the noise frequencies to humans and animals. **Commissioner Cherukuru** stated she would like a moratorium on data centers.

**Commissioners** discussed improving the aesthetics of the data center, the impact of CEQA and traffic concerns, the cumulative effect to air quality, and concerns of the effect of diesel generators being used during a power outage.

Brianna Bohonok, Circlepoint and Assistant City Attorney
Alexander Abbe replied that power outages are speculative and not included in the assessment.

**Commissioner Biagini** inquired if a Project Labor Agreement would be utilized, the Applicant concurred it would be. Commissioners expressed concerns regarding maintaining the health of the community and that such a large amount of data centers could be detrimental to the community. It was suggested that the Council find a different direction for this area going forward. Comments were made that CEQA does not appear to have been investigated thoroughly and due diligence has not taken place.

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

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

Recused: 1 - Commissioner Herro

A motion was made by Commissioner Huang, seconded by Chair Saleme to approve Staff Alternative 1 - Approve a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project.

## The motion failed.

Aye: 3 - Commissioner Huang, Commissioner Ikezi, and Chair Saleme

Nay: 2 - Vice Chair Biagini, and Commissioner Cherukuru

Recused: 1 - Commissioner Herro

A motion was made by Commissioner Cherukuru, seconded by Vice Chair Biagini to defer the application decision on the MND and MMRP directly to City Council noting the following concerns stated by the Planning Commission:

- 1. City long term policy driving data centers
- 2. Addressing all noise concerns
- 3. Generators diesel emissions concerns

**Aye:** 4 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Ikezi, and Chair Saleme

Nay: 1 - Commissioner Huang

Recused: 1 - Commissioner Herro

A motion was made by Commissioner Cherukuru, seconded by Vice Chair Biagini to defer the rezone application from Planned Development (PD) to Planned Development (PD), directly to City Council noting the following concerns stated by the Planning Commission:

- 1. City long term policy driving data centers
- 2. Addressing noise concerns
- 3. Generators diesel emissions

Aye: 4 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Ikezi, and Chair Saleme

Nay: 1 - Commissioner Huang

Recused: 1 - Commissioner Herro

The meeting went into recess at 9:07 p.m. and reconvened at 9:15 p.m.

## REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

Commissioner Travel and Training Reports, Requests to attend Trainings

Commissioners Biagini, Herro, Huang and Chair Saleme provided updates on the League of California Cities Planning Commissioners Academy virtual training they attended in March.

## **DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

1. Planning Commission Budget Update

**Development Review Officer, Staff Liaison Gloria Sciara** provided updates.

2. Upcoming Agenda Items

Planning Manager Reena Brilliot provided updates.

3. City Council Actions

**Development Review Officer, Staff Liaison Gloria Sciara** provided updates.

## **ADJOURNMENT:**

A motion was made by Commissioner Cherukuru, seconded by Vice Chair Biagini to adjourn the meeting.

The meeting adjourned at 10:15 p.m. The next regular scheduled meeting is April 28, 2021.

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

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# **City of Santa Clara**

# **Meeting Minutes**

## **Parks & Recreation Commission**

03/16/2021 7:00 PM Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

Via Zoom:

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

Meeting ID: 913 1666 5755 or

Phone: (669) 900-6833

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

## **CALL TO ORDER AND ROLL CALL**

## Vice-Chair Forte called the meeting to order at 7:02 PM.

- Present 5 Commissioner Andrew Knaack, Commissioner George Guerra,
  Commissioner Burt Field , Vice Chair Eversley Forte, and
  Commissioner Derreck Carter-House
- Absent 2 Chair Joe Martinez, and Commissioner Kelly Gonzalez

A motion was made by Commissioner Carter-House, seconded by Commissioner Guerra to excuse Chair Martinez and Commissioner Gonzalez.

**Aye:** 5 - Commissioner Knaack, Commissioner Guerra, Commissioner Field , Vice Chair Forte, and Commissioner Carter-House

Excused: 2 - Chair Martinez, and Commissioner Gonzalez

## **CONSENT CALENDAR**

1.A 21-356 Action on the Parks & Recreation Commission Minutes of the February 16,

2021 Meeting

**Recommendation:** Approve the Parks & Recreation Commission Minutes of the February 16,

2021 Meeting

A motion was made by Commissioner Field, seconded by Commissioner Guerra to approve the minutes as amended.

Aye: 5 - Commissioner Knaack, Commissioner Guerra, Commissioner Field ,

Vice Chair Forte, and Commissioner Carter-House

Excused: 2 - Chair Martinez, and Commissioner Gonzalez

## **PUBLIC PRESENTATIONS**

## **GENERAL BUSINESS**

2. <u>21-363</u> Informational Presentation and Overview of Relevant Provisions of the

**Brown Act** 

**Recommendation:** This is an informational report, no action is to be taken by the Commission.

Assistant City Attorney Elizabeth Klotz lead a discussion and

presentation on the Brown Act.

Commissioner Gonzalez joined the meeting at 7:19 PM.

3. 21-357 Parks & Recreation Commission Work Plan Goals for FY 2020/21

**Recommendation:** Continue progress on Parks & Recreation Commission Work Plan Goals for FY 2020/21 and appoint subcommittee(s) as needed.

On March 16, the Commission noted progress on Work Plan Goal B through the design phase for both the Fairway Glen Park restroom, and Magical Bridge All-inclusive Playground in Central Park. The Commission discussed the potential need to form subcommittees to meet on Work Plan Goal C, Host the annual Santa Clara Art & Wine Festival. The

subcommittee for Work Plan Goal D is planning to meet in April regarding

potential usage of the proposed 30+ acre community park site.

## **STAFF REPORT**

**Deputy Director Seale** provided an update on the Montague Park Rehabilitation Project which is being prepared for bid. Parks & Recreation and Public Works will be reviewing the Westwood Oaks proposals for landscape architecture firms for the design phase of the playground rehabilitation project. Construction at the Lawrence Station parks is continuing at the community center building, community garden, and playground areas. The contractor at Raymond G. Gamma Dog Park will be installing the synthetic turf in the coming weeks. The Magical Bridge All-inclusive playground is in the design phase. The Department is working on the design for the Bowers Park nature loop. The Fairway Glen Park Restroom Project is continuing with the design phase. The new Jerry Marsalli Community Center sign has been installed at Reed & Grant Sports Park. Athletic fields are ready for programming. The Parks Division has two new certified arborists for a total of four International Society of Arboriculture Certified Arborists for the Department. The Department continues progress on smart park technology through the beginning stages of centralized irrigation control and WiFi connectivity in collaboration with the IT Department particularly with rehabilitation and new park projects.

Recreation Manager Castro: Many recreation programs have been offered virtually, and in an effort to get families out into parks while adhering to current health and safety protocols, the Recreation Division launched "Lucky the Leprechaun" for kids to visit parks and take fun pictures with Lucky, in addition to "Eggsplore" which encourages kids to visit a series of eight parks to a scavenger hunt for large painted eggs prepared by the Youth Commission. The Wellness Fair will be in May using an online conference format, along with short session wellness classes such as mindfulness, exercise, yoga, sit and be fit, etc. The Recreation Division is currently conducting registration for the spring session with online classes and some in-person classes starting the first week of April. The Cultural Commission will be showcasing 25 sculptures from various local artists in a video format. The Cultural Commission will be launching a survivor's art piece about what the Covid-19 pandemic has meant using a variety of media, including spoken word, video, painting, photos, etc. in addition to launching an initiative to paint another set of utility boxes.

## **COMMISSIONERS REPORT**

**Commissioner Carter-House:** Would like to have the subcommittee for the proposed 30+ acre community park meet again in the coming weeks to discuss potential use of the park site prior to having major improvements made.

**Commissioner Field:** Expressed he had not visited parks within the past month and was focused on soccer field availability.

Commissioner Gonzalez: Visited Reed & Grant Sports Park where her daughter started the season. She noted the flow of traffic is working well in spite the heavy use of the facility. Visited Central Park and worked out along the park loop and exercise trail. Looking forward to the improvements in Central Park. She also visited Henry Schmidt Park.

**Commissioner Guerra:** Visited Central Park to take a nice walk through the park.

Commissioner Knaack: Visited Fremont Park.

**Vice-Chair Forte:** Worked out at Eddie Souza Park. On March 17, he will be touring the Eddie Souza community garden for home composting, the honey bee and native bee housing demo, etc. He encouraged other commissioners to visit and tour the community garden.

## **ADJOURNMENT**

A motion was made by Commissioner Guerra, seconded by Commissioner Knaack to adjourn the meeting at 7:50 PM until the regularly scheduled meeting at 7:00 PM on Tuesday, April 20, 2021.

Aye: 6 - Commissioner Knaack, Commissioner Guerra, Commissioner Field, Vice Chair Forte, Commissioner Carter-House, and Commissioner Gonzalez

Excused: 1 - Chair Martinez

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# **City of Santa Clara**

# **Meeting Minutes**

# **Senior Advisory Commission**

03/22/2021 10:00 AM Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join: <a href="https://santaclaraca.zoom.us/j/97590069803">https://santaclaraca.zoom.us/j/97590069803</a>

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

Webinar ID: 975 9006 9803

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

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

## **CALL TO ORDER AND ROLL CALL**

The regular meeting was called to order by Chair Grant McCauley at 10:03 a.m.

- Present 5 Commissioner Wanda Buck, Chair Grant L. McCauley, Vice Chair Nancy Toledo, Commissioner Helen Narciso, and Commissioner Ana Segovia
- Absent 1 Commissioner Judy Hubbard

A motion was made by Commissioner Toledo, seconded by Commissioner Narciso to excuse Commissioner Hubbard.

Aye: 5 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

Excused: 1 - Commissioner Hubbard

## **CONSENT CALENDAR**

**1.A** 21-397 Senior Advisory Commission Minutes of February 22, 2021

**Recommendation:** Approve the Senior Advisory Commission Minutes of February 22, 2021.

A motion was made by Commissioner Narciso, seconded by Commissioner Segovia, to approve the Senior Advisory Commission minutes from February 22, 2021

**Aye:** 5 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

Excused: 1 - Commissioner Hubbard

## **PUBLIC PRESENTATIONS**

None

Commissioner Hubbard joined the meeting

## **GENERAL BUSINESS**

## **2**. 21-398

Senior Advisory Commission FY2020/21 Work Plan and Goals Discussion and Update

Relating to Goal 1.a. - **Supervisor Herb** reported to the Commission that the following communication efforts were made for the March Senior Advisory Commission meeting:

- The March agenda was pushed out through Channel 15, the City Manager's Bi-weekly report, the Parks & Recreation Facebook page, and through GovDelivery were it went out to 9,853 email addresses. Of those email addresses, 1,452 individuals opened the email. Of those individuals, 78 clicked on the agenda link.

Relating to Goal 1.b. - **Supervisor Herb** updated the Commission on upcoming "How to Zoom" presentations provided by the Health Trust and CA Phones, as well as for the Health & Wellness Fair.

Relating to Goal 2.a. - **Council Member Chahal** talked about Measure B funding as well as the difference between public and private funding.

Relating to Goal 3.a. - **Supervisor Herb** informed the Commission that the Senior Center Health & Wellness Program was offering a free Zoom presentation on Homecare; agencies vs. private hire, how to find reputable caregivers, rates, and more.

Relating to Goal 4.a. - **Commissioner McCauley and Toledo** updated the Commission on the progress of the "Be Strong, Live Long" Health & Wellness Fair. The event which will be held on Thursday, May 20th from 10 a.m. - 2 p.m will be a virtual event. The Commission was asked to help with the Welcome portion of the event. Community partners have been contacted and asked to RSVP by April 9th.

Relating to Goal 4.b. - **Supervisor Herb** shared with the Commission the efforts made by Santa Clara Police Department and the City Library. **Supervisor Herb** also suggested to the Commission that they have a couple of community partners share information on Elder Fraud at the Health and Wellness Fair.

Relating to Goal 4.c. - **Commissioner Toledo** reported that there has not been an ADA Committee meeting scheduled.

## STAFF REPORT

**Supervisor Herb** provided Senior Nutrition Curb-side meal pick-up updates as well as Senior Center Fitness Center updates, and reminded all Commissioners about the required Ethics Training.

## **COMMISSIONERS REPORT**

**Commissioner McCauley** reminded everyone about the required Ethics Training and informed the Commission about he completion of the training.

**Commissioner Toledo** informed the Commission that she was making the recipe from the Senior Center February Newsletter.

## **ADJOURNMENT**

A motion was made by Commissioner Narciso, seconded by Commissioner Buck, that the meeting be adjourned at 11:59 a.m.

**Aye:** 6 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

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# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-676 Agenda Date: 5/4/2021

## REPORT TO COUNCIL

## **SUBJECT**

Action on Council and Authorities Concurrent Meeting Minutes of February 23, 2021

## COUNCIL PILLAR

Enhance Community Engagement and Transparency

## RECOMMENDATION

Approve the Council and Authorities Concurrent Meeting Minutes of February 23, 2021.



# **City of Santa Clara**

## **Meeting Minutes**

# **Council and Authorities Concurrent Meeting**

02/23/2021 4:00 PM Virtual Meeting

## \*\*REVISION:

## Added Closed Session Item 21-351

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

Via Zoom:

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

Meeting ID: 997-0675-9306 or

o Phone: 1(669) 900-6833

• Via the City's eComment (now available during the meeting)

Via email to PublicComment@santaclaraca.gov

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

## 4:00 PM CLOSED SESSION

## Call to Order

**Mayor Gillmor** called the meeting to order at 4:02 PM.

## Pledge of Allegiance and Statement of Values

**Council** recited the Pledge of Allegiance.

Councilmember Hardy recited the Statement of Values.

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

### Roll Call

**Present:** 7 - Councilmember Kathy Watanabe, Vice Mayor Raj Chahal, Councilmember Karen Hardy, Councilmember Kevin Park,

Councilmember Suds Jain, Councilmember Anthony Becker, and

Mayor Lisa M. Gillmor

## **Public Comment**

Public Speaker(s): Sindu Saggeri

Wesley K. Mukoyama

<u>21-351</u> 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

## Convene to Closed Session

**Council** convened to close session at 4:08 p.m. and reconvened the meeting at 5:30 p.m.

## 5:00 PM COUNCIL REGULAR MEETING

Mayor Gillmor expressed condolences for the passing of Santa Clara Fire Department Captain Troy Michael Bazell. Council took a moment of silence in honor of Fire Captain Troy Michael Bazell.

## REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

**City Attorney Doyle** noted there was no reportable action from Closed Session.

Meeting Minutes

Councilmember Park requested City Attorney Doyle to provide a timeline and public status of the California Voting Rights Act (CVRA) case - City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court of Appeal Case No. H046105.

City Attorney Doyle noted that the timeline to petition for review by the California Supreme Court of the California Voting Rights Act (CVRA) case - City of Santa Clara v. Yumori Kaku, et al., California Sixth District Court of Appeal Case No. H046105 has passed and the Council did not authorize an appeal.

## CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

## **SPECIAL ORDER OF BUSINESS**

1. <u>21-270</u> Verbal Report from City Manager regarding COVID-19 Pandemic

**City Manager Santana** provided the following updates and PowerPoint Presentation on COVID-19 Pandemic:

- Santa Clara County is expanding the COVID-19 vaccine availability to County residents who work in Education, Emergency Services, and Food/Agriculture Industry;
- Santa Clara Convention Center is now opened as a vaccine site in partnership with Sutter Health; and
- Central Park Library reopened on February 22, 2021 for limited services and noted key dates that additional library services will be opened.

Chief Emergency Services Coordinator Schoenthal provided an update and PowerPoint Presentation on the current Santa Clara Status of Purple Tier and the transition to the Red Tier by March 3, 2021. She also summarized the Governor's State Pandemic Relief program.

## **CONSENT CALENDAR**

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to approve the balance of the Consent Calendar (except items 2.A, 2.D & 2.N).

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

**2.B** 21-05 Board, Commissions and Committee Minutes

**Recommendation:** Note and file the Minutes of:

Santa Clara Tourism Improvement District Advisory Board - January 9, 2020

Santa Clara Tourism Improvement District Advisory Board - February 14, 2020

Cultural Commission - January 4, 2021

Downtown Community Task Force - November 19, 2020 Downtown Community Task Force - December 17, 2020

Youth Commission - January 12, 2021

Bicycle and Pedestrian Advisory Committee - December 10, 2020

Historical and Landmarks Commission - January 7, 2021 Parks & Recreation Commission - January 19, 2021

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

2.C 21-137 Action on Monthly Financial Status and Investment Reports for December 2020 and Approve Related Budget Amendments

**Recommendation:** Note and file the Monthly Financial Status and Investment Reports for

December 2020 as Presented and Approve Related Budget Amendments.

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

### 2.E 21-57

Action on Amendment No. 2 to the Agreements with West Coast Arborists, Inc. and Bay Area Tree Specialists to Perform Citywide Tree Trimming. Planting, Removal, and Emergency Services and Associated Budget Amendment

- **Recommendation:** 1. Approve and authorize the City Manager to execute Amendment No. 2 to the agreement with Bay Area Tree Specialists to increase the spending authority by \$435,000 for an amount not-to-exceed \$940,000 over the three-year term of the agreement;
  - 2. Approve and authorize the City Manager to execute Amendment No. 2 to the agreement with West Coast Arborists, Inc. to increase the spending authority by \$50,000 for an amount not-to-exceed \$1,108,000 over the three-year term of the agreement; and
  - 3. Approve the related FY 2020/21 budget amendment in the General Fund to recognize a transfer from the Electric Utility Fund in the amount of \$53,200 and a transfer from the Public Buildings Capital Fund in the amount of \$146,800 and to increase the Public Works Department appropriation by \$200,000; in the Electric Utility Fund, establish a transfer to the General Fund and reduce the Unrestricted Ending Fund Balance in the amount of \$53,200; in the Public Buildings Capital Fund, increase the transfer to the General Fund and reduce the Civic Center Campus Renovation (Multi-Department) by \$146,800.

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

### 2.F 21-159

Action on Amendment No. 2 to the Agreement with Black & Veatch Management Consulting, LLC for the Annual Water, Sewer, & Recycled Water Rate Studies

- **Recommendation:** 1. Authorize the City Manager to execute Amendment No. 2 to the Agreement with Black & Veatch Management Consulting, LLC for the creation of an Annual Water, Sewer, & Recycled Water Rate Study to increase compensation by \$20,000 for a total maximum not-to-exceed amount of \$164,000; and
  - 2. Authorize the City Manager to execute amendments over the term of the contract not-to-exceed \$10,000 as contingency for additional services related to the rate study, subject to the appropriation of funds.

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

### 2.G 21-267

Action to Amend the following Consultant Agreements for Plan Check Review and Field Inspection Services for City Projects:

- 1) TRB+Associates
- 2) West Coast Code Consultants (WC3)
- 3) Shums Coda Associates
- 4) Jason Addison Smith Consulting Services, Inc. (JAS Pacific)
- 5) Plan Review Consultants, Inc. (PRC, Inc.)
- 6) Synergetic Consulting

## Recommendation:

Approve and authorize the City Manager to execute the following six Amendments to extend the termination dates to November 30, 2024, for a maximum aggregate compensation not to exceed amount of \$2.4 million across all six agreements:

Amendment No. 1 to the Agreement for Professional Services with Jason Addison Smith Consulting Services, Inc. (JAS Pacific);

Amendment No. 3 to the Agreement for Professional Services with Plan Review Consultants, Inc. (PRC, Inc.);

Amendment No. 4 to the Agreement for Professional Services with Shums Coda Associates:

Amendment No. 1 to the Agreement for Professional Services with Synergetic Consulting;

Amendment No. 4 to the Agreement for Professional Services with TRB + Associates, Inc.: and

Amendment No. 2 to the Agreement for Professional Services with West Coast Code Consultants, Inc. (WC3)

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

### 2.H 21-1069

Action on an Agreement with KONE, Inc. for Citywide Elevator Maintenance and Repair Services

- **Recommendation:** 1. Authorize the City Manager to execute an agreement with KONE, Inc. for citywide elevator maintenance and repair services, for a total amount not-to-exceed \$413,161, subject to the appropriation of funds;
  - 2. Authorize the City Manager to issue change orders and amendments not-to-exceed \$82,000 for minor changes to the scope of services or to cover unanticipated repair services, price adjustments, and potentially adding additional elevator locations, subject to the appropriation of funds: and
  - 3. Authorize the City Manager to execute one-year options to extend the term of the agreement, not to exceed five years, at the City's sole discretion, after the initial term and subject to the appropriation of funds.

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

2.1 21-1242 Approval to Execute an Agreement with Precor Commercial Fitness, LLC for the Purchase and Installation of Fitness Equipment for the Senior Center

**Recommendation:** Authorize the City Manager to execute an agreement with Precor Commercial Fitness, LLC for the purchase and installation of fitness equipment for the Santa Clara Senior Center, beginning on or about February 24, 2021 and ending February 23, 2022 for a total maximum amount not-to-exceed \$119,910.09.

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

**2.J** 21-321 Adoption of Ordinance No. 2029 Repealing Section 8.35.130 ("Possession of Tobacco by Persons Under 21 Years of Age")

Recommendation: Adopt Ordinance No. 2029 Repealing Section 8.35.130 ("Possession of Tobacco by Persons Under 21 Years of Age").

> A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Ordinance No. 2029, repealing Section 8.35.130 ("Possession of Tabacco by Persons Under 21 Years of Age").

2.K 21-303 Accept the 2020 Assistance to Firefighters Grant Program COVID-19 Supplemental Award Round 2 in the amount of \$5,709 and Approve the Related Budget Amendment Including the Required 10% Matching Funds.

- Recommendation: 1. Accept the 2020 Assistance to Firefighters Grant COVID-19 Supplemental Round 2 Award in the amount of \$5,709 for the Purchase of COVID-19 PPE for Department Personnel;
  - 2. Approve the related FY 2020/21 Budget Amendment in the Fire Operating Grant Trust fund to recognize FEMA Assistance to Firefighters Grant Program revenue in the amount of \$5,709;
  - 3. Approve the Related Budget Amendment transferring \$508 from the Fire Department's General Fund Materials, Services & Supplies Operating Budget to the Fire Operating Grant Trust Fund for the 10% city match; and
  - 4. Approve increase of the Assistance to Firefighters COVID-19 Grant FY 20/21 appropriation by \$6,280 (five affirmative Council votes required for revenue actions only).

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

### 2.L 21-1294

Action on Award of Contract for the Laurelwood Pump Station Rehabilitation Project (CE 17-18-18) to Anderson Pacific Engineering Construction, Inc.

- **Recommendation:** 1. Award the Public Works Contract for the Laurelwood Pump Station Rehabilitation Project (CE 17-18-18) to the lowest responsive and responsible bidder, Anderson Pacific Engineering Construction, Inc., in the amount of \$4,961,100 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and
  - 2. Authorize the City Manager to execute change orders up to approximately 15 percent of the original contract price, or \$744,165, for a total not to exceed amount of \$5,705,265.

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

### 2.M 21-1412

Action on Resolution Approving the Use of City Forces for Water Service Connection Installation at 2200 Monroe Street

**Recommendation:** Adopt a Resolution approving the use of City forces for installation of water service connections at 2200 Monroe Street.

> A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to adopt Resolution No. 21-8943, approving the use of City Forces for Water Service Connection Installation at 2200 Monroe Street.

### 2.0 21-145

Action on Various Agreements for Silicon Valley Power (SVP), authorize the City Manager to:

- 1. Execute a Purchase Order with E&M Electric and Machine, Inc. (E&M) for Wonderware Supervisory Control and Data Acquisition (SCADA) integration software license fees and ongoing maintenance and support services for SVP Generation facilities, with options to renew the purchase order for up to four years, subject to budget appropriations;
- 2. Execute Amendment No. 1 to the Agreement for the Performance of Services with Hart High-Voltage Apparatus Repair and Testing Co., Inc. (Hart) for maintenance, test, repair and calibration of relays, circuit breakers, transformers and other high, medium, and low voltage equipment at the City's Electric facilities; and
- 3. Add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

- **Recommendation:** 1. Authorize the City Manager to execute a Purchase Order with E&M Electric and Machine for Wonderware SCADA system licenses and support and maintenance services, for a period of twelve months, for a not-to-exceed amount of \$95,776.70, and with options to renew the purchase order for up to four years, subject to budget appropriations;
  - 2. Authorize the City Manager to execute Amendment No. 1 to the Agreement for the Performance of Services with Hart High-Voltage Apparatus Repair and Testing Co., Inc. to extend the term to February 12, 2023, and increase maximum compensation by \$297,491,50 to \$800,000; and
  - 3. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor, approval by the City, and the appropriation of funds.

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

### **2.P** 21-230

Informational Report on COVID-19 Legislative Updates from Townsend Public Affairs for January 15 - February 7, 2021

**Recommendation:** Note and file this Informational Report on COVID-19 Legislative Updates from Townsend Public Affairs for January 15 - February 7, 2021.

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

## **PUBLIC PRESENTATIONS**

None.

## **CONSENT ITEMS PULLED FOR DISCUSSION**

**2.A** 21-257 Action on Council & Authorities Concurrent Meeting Minutes of December 15, 2020, Special Council & Authorities Concurrent Meeting Minutes of December 16, 2020, and Special City Council Meeting Minutes of December 18, 2020 & January 11, 2021

Recommendation: Approve the Council & Authorities Concurrent Meeting Minutes of December 15, 2020, Special Council & Authorities Concurrent Meeting Minutes of December 16, 2020, and Special City Council Meeting Minutes of December 18, 2020 & January 11, 2021.

> Councilmember Jain pulled the December 15, 2020 minutes and requested the following amendment:

The December 15, 2020 meeting was continued to December 16, 2020 after a discussion regarding ADA noticing compliance as well as the intermittent issues accessing the City's website.

A motion was made by Councilmember Jain, seconded by Councilmember Hardy, to approve the Special Council & Authorities Concurrent Meeting Minutes of December 16, 2020, and Special City Council Meeting Minutes of December 18, 2020 & January 11, 2021, and the amended Council & Authorities Concurrent Meeting Minutes of December 15, 2020.

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

Nay: 1 - Councilmember Watanabe

2.D 21-273 Action on Appointments to City Committees and Area Wide/Outside Agency Committees for the 2021 Calendar Year

**Recommendation:** Approve the appointments to the City and Area Wide/Outside Agency Committees.

> Councilmember Jain pulled this item for discussion and to make revisions to the appointment proposals.

Public Speaker(s): Debbie Algieri

A motion was made by Councilmember Becker, seconded by Councilmember Hardy, to approve Councilmemer Jain's proposed appointments to the City and Area Wide/Outside Agency Committees amendments to TPAC (add Councilmember Hardy and remove Mayor Gillmor), Santa Clara Valley Water Commission (add Councilmember Hardy and remove Councilmember Jain), Valley Transportation Authority Policy Board (add Councilmember Park as an alternate and remove Councilmember Hardy), San Jose/Santa Clara Clean Water Financing Authority (add Councilmember Watanabe and remove Councilmember Hardy); and to include a monthly attendance sheet.

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

Nav: 2 - Councilmember Watanabe, and Mayor Gillmor

2.N 21-143 Action on a Report on the Noise Monitoring Equipment at Levi's Stadium

**Recommendation:** Note and file the Report on the Noise Monitoring Equipment at Levi's Stadium.

> Councilmember Jain pulled this item for further clarification regarding the Noise Monitoring Reports methodologies and how to make these reports understandable moving forward.

City Manager Santana and Director of Community Development Crabtree addressed Council concerns.

Public Speaker(s): Debbie Algieri

A motion was made by Councilmember Watanabe, seconded by Councilmember Park, to note and file the report on the Noise Monitoring Equipment at Levi's Stadium.

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

## PUBLIC HEARING/GENERAL BUSINESS

3. 21-43 FY 2020/21 Budget Rebalancing Actions to Address COVID-19 Pandemic **Impacts** 

- Recommendation: 1. Approve the FY 2020/21 budget amendments detailed in Attachment 1 for all Departments and Offices, except the Mayor and Council and the City Auditor's Office and City Attorney's Office appointees, as recommended by the City Manager (five affirmative Council votes required for revenue actions only); and
  - 2. Consider and approve the FY 2020/21 budget amendments detailed in Attachment 2 for the Mayor and Council, the City Auditor's Office, and City Attorney's Office appointees.

City Manager Santana and Director of Finance Lee gave a Powerpoint on FY 2020/21 Budget Re-balancing Actions to address COVID-19 Pandemic Impacts.

City Manager Santana and Director of Finance Lee addressed Council questions and comments.

A motion was made Councilmember Hardy, seconded by Councilmember Jain, to approve staff recommendation: (1) approve the FY 2020/21 budget amendments detailed in Attachment 1 for all Departments and Offices, except the Mayor and Council and the City Auditor's Office and City Attorney's Office appointees, as recommended by the City Manager (five affirmative Council votes required for revenue actions only); and (2) Consider and approve the FY 2020/21 budget amendments detailed in Attachment 2 for the Mayor and Council, the City Auditor's Office, and City Attorney's Office appointees.

Public Speaker(s): Derek Bowen Bob O'Keefe Deb

City Manager Santana and Director of Finance Lee addressed additional Council questions and comments.

Fire Chief Torres and Chief of Police Nikolai gave verbal presentations on the impacts of the budget actions to the Fire Department and Police Department budgets.

Alex Torke (Police Officers Association) and Anthony Pascoal (Fire Officers Association) gave verbal presentations on the impacts of the budgets to the Fire Department and Police Department budgets.

**Councilmember Hardy** dropped her original motion and made a new motion to return the next meeting (March 2, 2021) to allow time for the Community to review the information provided by staff.

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to continue this item to March 2, 2021.

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

**Mayor Gillmor** called for a recess at 8:44 PM and reconvened the meeting at 8:55 PM.

**4.** 21-806

Review of Sanitary Sewer Services in the City and Discussion of Private Sewer Lateral Responsibilities

#### Recommendation: Alternatives 1 & 2:

- 1. Make no change to City code or sewer services provided by the City at this time; and
- 2. Direct staff to research options to assist homeowners with their sewer laterals and the cost and funding source for the options without the City taking ownership of laterals.

**Written Petitioner Joe Ducato** gave a verbal presentation on Review of Private Sewer Lateral Responsibilities.

**Director of Water and Sewer Utilities Welling** gave a Powerpoint Presentation on Review of Sanitary Sewer Services and Discussion on Private Sewer Lateral Responsibilities within the City.

Director of Water and Sewer Utilities Welling, City Attorney Doyle, and Assistant City Attorney Arellano addressed Council questions.

Public Speaker(s): Bob O'Keefe

Joe Ducato

Deb

Joseph Breuer

**Councilmember Hardy** made a motion, seconded by **Councilmember Watanabe** to approve Alternatives #1 and #2.

**Vice Mayor Chahal** requested that **Councilmember Hardy** include Alternative #3 in her motion.

**Councilmember Hardy** declined and requested Councilmember Chahal to make a separate motion.

A motion was made by Councilmember Hardy, seconded by Councilmember Watanabe, to approve Alternatives 1 and 2: (1) make no change to the City Code or sewer services provided by the City at this time; and (2) direct staff to research options to assist homeowners with their sewer laterals and the cost and funding source for the options without the City taking ownership of laterals.

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

Vice Mayor Chahal made a motion accept Alternative 3: to direct staff to look into changing City code to have City take ownership of private sewer laterals and return the cost and funding sources for any possible changes.

Director of Water & Sewer Utilities Welling addressed Council questions and comments.

Director of Water & Sewer Utilities Welling noted that staff can return with options to assist homeowners, with their sewer laterals and the cost and funding source for the options without City taking ownership of laterals.

Public Speaker(s): Joe Ducato

Vice Mayor Chahal withdrew his motion hear the options provided by staff for Alternative 2.

Actions for Target Setting and Priority Strategies for Climate Action Plan 21-974 5. (CAP) Update

Recommendation: The goal of the study session is to get Council's confirmation on the recommended GHG target for the CAP update. The staff also seek the Council's input on strategies and the initial action list to indicate their top priority actions and to indicate if there are actions that should not be included in the CAP Update.

> Mayor Gillmor requested this important item to be continued to the next meeting and to be heard earlier on the agenda.

A motion was made by Councilmember Park, seconded by Councilmember Jain, to continue this item to March 2, 2021 Council Meeting.

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

6. 21-295 Action on a Written Petition submitted by Aryeh Korthamar Requesting a Discussion and Consideration of Encroachment of APN 290-35-048

Recommendation: Staff makes no recommendation.

Written Petitioner Aryeh Korthamar gave a verbal presentation on his Written Petition.

Director of Pubic Works Mobeck and City Attorney Doyle addressed Council questions.

A motion was made by Councilmember Watanabe, seconded by Councilmember Hardy, to refer this item to staff for review.

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

7. <u>21-262</u> Action on a Written Petition Submitted by Councilmember Becker Requesting a Discussion on Amending of Section 18.102.010 ("Commercial Marijuana Activity Prohibited") of Chapter 18.102 ("Regulation of Marijuana") of Title 18 ("Zoning") of "The Code of the City of Santa Clara, California" on removing the ban on all Commercial Cannabis Activity

**Recommendation:** Staff has no recommendation and is seeking Council direction.

Councilmember Becker gave a verbal presentation on his Written Petition.

Public Speaker(s): Lisa Hiatt

Joseph Chicas Rob Jerdonek

Deb

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to place this item on a future Council agenda to discuss the removal of the ban on Commercial Cannabis.

Aye: 3 - Councilmember Park, Councilmember Jain, and Councilmember Becker

Nay: 4 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, and Mayor Gillmor

Motion Fails.

#### REPORTS OF MEMBERS AND SPECIAL COMMITTEES

None.

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

None.

<u>21-294</u>	Update on City Council and Stadium Authority Staff Referrals
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21-339 Tentative Meeting Agenda Calendar (TMAC)

#### **ADJOURNMENT**

The meeting was adjourned at 11:46 p.m. in memory of Captain Troy Michael Bazell (Santa Clara Fire Department).

A motion was made by Councilmember Hardy, seconded by Councilmember Jain, to adjourn the meeting.

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

21-369 Adjournment of the February 23, 2021 City Council and Special Stadium Authority Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, March 9, 2021.

#### **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."

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

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

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



## City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

### Agenda Report

21-214 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### **SUBJECT**

Action on Bills and Claims Report (CC,HA) for the period March 20th, 2021 - April 9th, 2021

#### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

#### 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 the Northern California Power Agency in the amount of \$11,635,498 for March 2021 all resources bill and restoration funds.
- Payment to MSR Public Agency/Energy Authority in the amount of \$4,679,179 for February 2021 power purchase and shaping fee.
- Payment to Essex Property Trust LLC., in the amount of \$2,022,300 to reimburse developer for sanitary sewer improvement at Calabazas Creek.
- Payment to EDF Trading North America LLC., in the amount of \$1,377,237 for February 2021 gas purchase.
- Payment to Santa Clara Valley Water District in the amount of \$1,249,710 for January 2021
   Pump Tax, a groundwater charge that is used to pay for the protection and augmentation of water supplies in the basin and February 2021 treated water purchase.
- Payment to Paso Roble Tanks Inc., in the amount of \$1,156,062 for progress payment for service performed on Serra Substation project for the period January 16 to March 15, 2021.

21-214 Agenda Date: 5/4/2021

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 \$5,679. These expenses are reimbursed to the City by the Stadium Authority.

Certain information such as names of law firms and recipients of workers' compensation have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the City have been redacted from the public report to maintain confidentiality of billing records for legal services. In addition, individually identifiable information about recipients of workers' compensation has been redacted from the report based on California Labor Code section 138.7.

#### **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 \$42,142,034 were appropriated to various funds with the adoption of the Fiscal Year 2020/21 Budget, as amended.

#### 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 <a href="mailto:clerk@santaclaraca.gov">clerk@santaclaraca.gov</a> <a href="mailto:clerk@santaclaraca.gov">clerk@santaclaraca.gov</a>.

#### RECOMMENDATION

Approve the list of Bills and Claims for March 20, 2021 - April 9, 2021.

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 From 03/20/2021 to 04/09/2021

Run Date 4/14/2021 Run Time 14:27:09 PM

#### **Sorted by Payment Amount**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	GEO1 FIXED MAR21	Electric Utility	1,025,075.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	GEO1 VAR MAR21	Electric Utility	-951,087.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	GEO1 DEBT MAR21	Electric Utility	183,128.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CT FIXED MAR21	Electric Utility	236,918.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CT VAR MAR21	Electric Utility	1,610.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	HYDRO FIXED MAR21	Electric Utility	563,224.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	HYDRO VAR MAR21	Electric Utility	-56,022.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	HYDRO DEBT MAR21	Electric Utility	1,071,561.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	LEC FUEL MAR21	Electric Utility	-857,460.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	LEC VARIABLE MAR21	Electric Utility	-258,297.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	LEC FIXED MAR21	Electric Utility	366,220.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	LEC DEBT MAR21	Electric Utility	633,175.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	LEG/REG/PM PASS THRU SVC MAR21	Electric Utility	474,880.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	LEG/REG/PM PASS THRU SVC MAR21	Electric Utility	7,203.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	PASSTHRU-CMUA EE MAR21	Elec OperatingGrant Trust Fund	903.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	REC CREDIT SALES	Electric Utility	-111,600.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	REC ENERGY SALES	Electric Utility	-196,345.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CISO MKT EST MAR21	Electric Utility	9,352,412.00
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CISO GMC JAN21,DEC20,OTHER	Electric Utility	177,886.02
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CISO MKT JAN21,DEC20,OTHER	Electric Utility	-2,802,500.87
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CISO XMN JAN21,DEC20,OTHER	Electric Utility	2,612,499.75
03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CISO CRR JAN21,DEC20,OTHER	Electric Utility	-89,954.76

03/25/2021	NORTHERN CALIF POWER AGENCY	00489807	006002-0321025	CISO A/S JAN21,DEC20,OTHER	Electric Utility	102,069.86			
				Total for Payment No.:		11,485,498.00			
Payment No: 649662									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	ESSEX PROPERTY TRUST	00489409	27736MAR2021	DEV RMBRSMNT EP16746	Sewer Utility Construction	2,022,300.00			
				Total for Payment No.:		2,022,300.00			
Payment No: W2	21263								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/22/2021	MSR PUBLIC POWER AGENCY	00489509	030821	WT:BIG HORN ENERGY FEB21	Electric Utility	1,762,526.52			
				Total for Payment No.:		1,762,526.52			
Payment No: 002	2346								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	ELECTRONIC FEDERAL TAX	00490978	03/21/21-04/03/21	DD: FED TAXES W/H B2107	Payroll Liability&ClearingAcct	917,258.10			
04/09/2021	ELECTRONIC FEDERAL TAX	00490978	03/21/21-04/03/21	DD: FED TAXES W/H B2107	Payroll Liability&ClearingAcct	333,594.62			
04/09/2021	ELECTRONIC FEDERAL TAX	00490978	03/21/21-04/03/21	DD: FED TAXES W/H B2107	Payroll Liability&ClearingAcct	333,594.62			
				Total for Payment No.:		1,584,447.34			
Payment No: 002	2337								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	ELECTRONIC FEDERAL TAX	00490115	03/07/21-03/20/21	DD: FED TAXES W/H B2106	Payroll Liability&ClearingAcct	867,627.60			
03/26/2021	ELECTRONIC FEDERAL TAX	00490115	03/07/21-03/20/21	DD: FED TAXES W/H B2106	Payroll Liability&ClearingAcct	326,574.47			
03/26/2021	ELECTRONIC FEDERAL TAX	00490115	03/07/21-03/20/21	DD: FED TAXES W/H B2106	Payroll Liability&ClearingAcct	326,574.47			

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/25/2021	EDF TRADING NORTH AMERICA LLC	00489513	1294075	NAT GAS PURCH DVR FEB21	Electric Utility	1,229,024.11
03/25/2021	EDF TRADING NORTH AMERICA LLC	00489513	1294075	NAT GAS PURCH COGEN FEB21	Electric Utility	144,240.34
03/25/2021	EDF TRADING NORTH AMERICA LLC	00489513	1294075	NAT GAS PURCH GIA FEB21	Electric Utility	3,972.07
				Total for Payment No.:		1,377,236.52

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/30/2021	CAL PERS - PO BOX 1982	00490498	03/07/21-03/20/21	EMPLOYER/EMPLOYEE DED B2106	Payroll Liability&ClearingAcct	479,561.17
03/30/2021	CAL PERS - PO BOX 1982	00490498	03/07/21-03/20/21	EMPLOYER/EMPLOYEE DED B2106	Payroll Liability&ClearingAcct	835,194.44
				Total for Payment No.:		1,314,755.61

#### Payment No: W21283

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/08/2021	MISSION TRAIL WASTE SYSTEMS	00490959	1839APR2021	Garbage Services Mar 21	Solid Waste Program	806,179.09
04/08/2021	MISSION TRAIL WASTE SYSTEMS	00490959	1839APR2021	Clean & Green Services Mar 21	Solid Waste Program	188,777.23
				Total for Payment No.:		994,956.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/25/2021	MSR PUBLIC POWER AGENCY	00489517	030221	PUR POWER SAN JUAN FEB21 ACT	Electric Utility	22,974.00
03/25/2021	MSR PUBLIC POWER AGENCY	00489517	030221	PUR POWER SAN JUAN FEB21 ACT	Electric Utility	96,250.00
03/25/2021	MSR PUBLIC POWER AGENCY	00489517	030221	PUR POWER SAN JUAN FEB21 ACT	Electric Utility	810,679.80
03/25/2021	MSR PUBLIC POWER AGENCY	00489517	030221	RENEWABLE ADMIN COSTS FEB21	Electric Utility	40,544.60
				Total for Payment No.:		970,448.40

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Payment	No. /	N21	267A

03/26/2021

UNISYS CORP

00490051

M2102005

-	21267A					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/24/2021	MSR ENERGY AUTHORITY	00489444	EA2024	NAT GAS PURCH DVR FEB21	Electric Utility	863,198.78
03/24/2021	MSR ENERGY AUTHORITY	00489444	EA2024	NAT GAS PURCH COGEN FEB21	Electric Utility	101,306.45
03/24/2021	MSR ENERGY AUTHORITY	00489444	EA2024	NAT GAS PURCH GIA FEB21	Electric Utility	2,789.77
				Total for Payment No.:		967,295.00
Payment No: 01	9028					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TRANSCANADA TURBINES INC	00490665	1014924A	ROTABLE HPTR / STG 1 & 2	Electric Utility Construction	950,000.00
				Total for Payment No.:		950,000.00
Payment No: 00	02344					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/07/2021	CAL PERS - HEALTH	00489803	APR-21	HEALTH INSURANCE PREMIUMS APR	Payroll Liability&ClearingAcct	757,643.87
04/07/2021	CAL PERS - HEALTH	00489803	APR-21	HEALTH INSURANCE PREMIUMS APR	OPEB Plan Trust Fund	94,880.83
04/07/2021	CAL PERS - HEALTH	00489803	APR-21		OPEB Plan Trust Fund	94,880.83 852,524.70
04/07/2021	CAL PERS - HEALTH	00489803	APR-21	APR	OPEB Plan Trust Fund	
04/07/2021  Payment No: W		00489803	APR-21	APR	OPEB Plan Trust Fund	
		00489803 Voucher No.	APR-21 Invoice No.	APR	OPEB Plan Trust Fund  Fund Code	
Payment No: W	'21280A			APR Total for Payment No.:		852,524.70
Payment No: W Payment Date	21280A Vendor Name	Voucher No.	Invoice No.	APR Total for Payment No.:  Description 2021 JAN PUMP TAX - GROUND	Fund Code	852,524.70 Amount Paid
Payment No: W Payment Date	21280A Vendor Name	Voucher No.	Invoice No.	APR Total for Payment No.:  Description 2021 JAN PUMP TAX - GROUND WTR	Fund Code	852,524.70  Amount Paid 824,977.08
Payment No: W Payment Date	<b>21280A Vendor Name</b> SANTA CLARA VALLEY WATER DIST	Voucher No.	Invoice No.	APR Total for Payment No.:  Description 2021 JAN PUMP TAX - GROUND WTR	Fund Code	852,524.70  Amount Paid 824,977.08
Payment No: W Payment Date 03/31/2021	<b>21280A Vendor Name</b> SANTA CLARA VALLEY WATER DIST	Voucher No.	Invoice No.	APR Total for Payment No.:  Description 2021 JAN PUMP TAX - GROUND WTR	Fund Code	852,524.70  Amount Paid 824,977.08

INFORMATION TECHNOLOGY SERVICE

Information Technology Service

657,158.21

03/26/2021	UNISYS CORP	00490051	M2102005	Stadium operations costs	General Fund	1,851.78
				Total for Payment No.:		659,009.99
Payment No: 01	9030					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	US BANK NATIONAL ASSOCIATION	00490124	EO&M000270421	CVP O&M FUNDING #6 FY2022	Electric Utility	656,064.00
				Total for Payment No.:		656,064.00
Payment No: 01	8899					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	MSR PUBLIC POWER AGENCY	00489510	031121	BIG HORN 2 POWER FEB21	Electric Utility	640,624.41
				Total for Payment No.:		640,624.41
Payment No: 01	8905					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PASO ROBLES TANK INC	00490056	5626	CONSTRUCTION CONTRACT FOR SERR	Water Utility Construction	636,541.20
03/26/2021	PASO ROBLES TANK INC	00490056	5626	RETENTION	Water Utility Construction	-31,827.06
03/26/2021	PASO ROBLES TANK INC	00490056	5626	RETENTION  Total for Payment No.:		-31,827.06 604,714.14
03/26/2021	PASO ROBLES TANK INC	00490056	5626			
03/26/2021  Payment No: 00		00490056	5626			
		00490056 Voucher No.	5626 Invoice No.			
Payment No: 00	12343			Total for Payment No.:	Construction	604,714.14
Payment No: 00 Payment Date	02343 Vendor Name	Voucher No.	Invoice No.	Total for Payment No.:  Description	Construction  Fund Code  Payroll	604,714.14 Amount Paid
Payment No: 00 Payment Date 04/06/2021	02343  Vendor Name  ELECTRONIC FEDERAL TAX	<b>Voucher No.</b> 00490648	<b>Invoice No.</b> 03/30/21	Total for Payment No.:  Description  DD: FED TAXES W/H B2107A	Fund Code Payroll Liability&ClearingAcct Payroll	604,714.14  Amount Paid 354,287.18

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/01/2021	PASO ROBLES TANK INC	00490245	5739	CONSTRUCTION CONTRACT FOR SERR	Water Utility Construction	580,366.53				
04/01/2021	PASO ROBLES TANK INC	00490245	5739	RETENTION	Water Utility Construction	-29,018.33				
				Total for Payment No.:		551,348.20				
Payment No: 649	9711									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	GREENWASTE RECOVERY, INC	00489564	027886	MIXED WASTE FEB 2021	Solid Waste Program	489,349.60				
				Total for Payment No.:		489,349.60				
Payment No: 650	Payment No: 650073									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	NATIONAL PLANT SERVICE INC	00490728	16329-A	Phase IV Sanitary Sewer Assess	Sewer Utility Construction	448,110.42				
				Total for Payment No.:		448,110.42				
Payment No: W2	21266									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/22/2021	RE ROSAMOND ONE LLC	00489201	00087	ENERGY PURCH (SOLAR) FEB21	Electric Utility	428,704.98				
				Total for Payment No.:		428,704.98				
Payment No: W2	21264									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/23/2021	SANTA CLARA VALLEY WATER DIST	00489665	TI002463	WT:2021 FEB RINCONADA TRTD WTR	Water Utility	424,733.10				
				Total for Payment No.:		424,733.10				

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03/26/2021

NATIONWIDE RETIREMENT

SOLUTIONS, INC.

00490112

03/07/21-03/20/21

WT: B2106 DEFERRED COMP

Fringe Benefits

375,602.92

Payment No: 002	2345								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490977	03/21/21-04/03/21	DD: SIT & SDI W/H B2107	Payroll Liability&ClearingAcct	378,565.15			
04/09/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490977	03/21/21-04/03/21	DD: SIT & SDI W/H B2107	Payroll Liability&ClearingAcct	45,549.72			
				Total for Payment No.:		424,114.87			
Payment No: W21286									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00490949	03/21/21-04/03/21	WT: B2107 DEFERRED COMP	Fringe Benefits	402,577.45			
				Total for Payment No.:		402,577.45			
Payment No: 002	2336								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490114	03/07/21-03/20/21	DD: SIT & SDI W/H B2106	Payroll Liability&ClearingAcct	356,528.70			
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490114	03/07/21-03/20/21	DD: SIT & SDI W/H B2106	Payroll Liability&ClearingAcct	44,814.04			
				Total for Payment No.:		401,342.74			
Payment No: W2	1281								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/31/2021	SANTA CLARA CONVENTION CENTER	00490254	2461MAR2021A	PRE-FUND EXPENDITURES MAY 2021	Convention Center Enterprise F	389,203.00			
				Total for Payment No.:		389,203.00			
Payment No: W2	1275								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			

Total for Payment No.: 375,602.92

#### Payment No: W21271

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/25/2021	TRANSMISSION AGENCY OF NORTHERN CA	00489521	FEBRUARY 2021	DEBT SERVICE (TANC) APR21	Electric Utility	80,344.00
03/25/2021	TRANSMISSION AGENCY OF NORTHERN CA	00489521	FEBRUARY 2021	DEBT SERVICE (SOT) MAR21	Electric Utility	3,467.00
03/25/2021	TRANSMISSION AGENCY OF NORTHERN CA	00489521	FEBRUARY 2021	TANC A&G APR21	Electric Utility	112,834.00
03/25/2021	TRANSMISSION AGENCY OF NORTHERN CA	00489521	FEBRUARY 2021	COTP O&M APR21	Electric Utility	166,295.00
03/25/2021	TRANSMISSION AGENCY OF NORTHERN CA	00489521	FEBRUARY 2021	TANC OASIS MATTER - JAN21	Electric Utility	1,251.27
03/25/2021	TRANSMISSION AGENCY OF NORTHERN CA	00489521	FEBRUARY 2021	SOT FAC CHARGE FEB21	Electric Utility	4,057.83
03/25/2021	TRANSMISSION AGENCY OF NORTHERN CA	00489521	FEBRUARY 2021	SOT ADMIN COSTS JAN21	Electric Utility	2,105.61
				Total for Payment No.:		370,354.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	EATON CORP	00489923	55596971	SWITCHGEAR POWER CONTROL ENCLO	Electric Utility Construction	107,240.56
03/26/2021	EATON CORP	00489923	55596971	METAL-CLAD SWITCHGEAR ASSEMBLY	Electric Utility Construction	153,549.62
03/26/2021	EATON CORP	00489923	55596971	SUBSTATION CONTROL, RELAY PANE	Electric Utility Construction	31,016.55
03/26/2021	EATON CORP	00489923	55596971	FIELD ASSEMBLY, SUPERVISION AN	Electric Utility Construction	13,443.20
03/26/2021	EATON CORP	00489923	55596971	FREIGHT	Electric Utility Construction	20,588.30
03/26/2021	EATON CORP	00489923	55596971	EXTENDED WARRANTY	Electric Utility Construction	19,081.10
				Total for Payment No.:		344,919.33

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/22/2021	MSR PUBLIC POWER AGENCY	00489507	030521	WT:BIG HORN SHAPING FEB21	Electric Utility	338,284.32
				Total for Payment No.:		338,284.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	LABOR/TOOLING	Electric Utility Construction	56,217.50
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	MATERIALS	Electric Utility Construction	4,360.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	LABOR/EQUIPMENT	Electric Utility Construction	27,000.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	SHOP LABOR/TOOLING	Electric Utility Construction	73,000.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	MATERIALS	Electric Utility Construction	13,625.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	DELIVERY LABOR/EQUIPMENT	Electric Utility Construction	30,000.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	REMOVE ORIGINAL ROTOR BLOCKING	Electric Utility Construction	28,500.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	PERFORM A HIGH SPEED BALANCE,	Electric Utility Construction	45,000.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	PERFORM ADDITIONAL MACHINING O	Electric Utility Construction	17,500.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	PERFORM AN INSPECTION OF OLD R	Electric Utility Construction	4,500.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	DE BURR COUPLING	Electric Utility Construction	1,800.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	REFURBISH NON DRIVE END GENERA	Electric Utility Construction	5,400.00
04/09/2021	ELECTRICAL MAINTENANCE	00490505	20-4732-3	MANUFACTURE NEW NON- MAGNETIC B	Electric Utility Construction	18,500.00
				Total for Payment No.:		325,402.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	PARS/GASB 45	00490251	14589MAR2021	Monthly Contribution- 2021Wire	OPEB Plan Trust Fund	305,583.00			
				Total for Payment No.:		305,583.00			
Payment No: 018901									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	MUNISERVICES LLC	00489452	INV06-011168	SUTA SRVCS 3RDQTR END 9-30-20	General Fund	234,786.95			
				Total for Payment No.:		234,786.95			
Payment No: W	21277								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/29/2021	BANK OF NEW YORK MELLON	00490234	263MAR2021	Tax Int on Elec Rev Bonds	Electric Utility-Debt Services	233,045.69			
				Total for Payment No.:		233,045.69			
Payment No: 01	8907								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	PG&E	00489422	6738869084-3 MAR2021	GAS TRANSPORT DVR FEB21	Electric Utility	202,130.67			
				Total for Payment No.:		202,130.67			
Payment No: W	21282								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/06/2021	SEDGWICK CLAIMS MGMT SVCS INC	00490785	SF-8029-2021-00875145	WT:ESCROW DEP WRKS COMP ACCT	Workers Compensation	177,321.04			
				Total for Payment No.:		177,321.04			
Payment No: W	Payment No: W21287								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	WASHINGTON TRUST BANK	00490951	03/21/21-04/03/21	WT:VEBA CONTRIB B2107	Fringe Benefits	170,033.63			

Total for Payment No.: 170,033.63

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	OC JONES & SONS INC	00490248	70835R	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	168,737.29
				Total for Payment No.:		168,737.29

#### Payment No: 002342

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/06/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490647	03/30/21	DD: SIT & SDI W/H B2107A	Payroll Liability&ClearingAcct	139,643.17
04/06/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490647	03/30/21	DD: SIT & SDI W/H B2107A	Payroll Liability&ClearingAcct	17,478.56
				Total for Payment No.:		157,121.73

#### Payment No: 018904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	NO CALIF POWER AGENCY	00489649	CVP0321002	WAPA REST FUND LEVELIZED MAR21	Electric Utility	185,965.29
03/26/2021	NO CALIF POWER AGENCY	00489649	CVP0321002	WAPA REST FUND LEVELIZED MAR21	Electric Utility	-35,965.29
				Total for Payment No.:		150,000.00

#### Payment No: 649816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	DAVEY TREE SURGERY	00489950	915387638	TREE TRIMMING PWR LINES FEB21	Electric Utility	139,060.62
04/01/2021	DAVEY TREE SURGERY	00489950	915387638	DUMP FEES FEB21	Electric Utility	5,811.50
				Total for Payment No.:		144,872.12

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MOORE IACOFANO GOLTSMAN, INC	00490468	0066206	Patrick Henry Drive Plan	Planning Div-Prefund PlanRview	50,354.47
04/09/2021	MOORE IACOFANO GOLTSMAN, INC	00490469	0066671	Patrick Henry Drive Plan	Planning Div-Prefund PlanRview	45,172.62
04/09/2021	MOORE IACOFANO GOLTSMAN, INC	00490470	0067170	Patrick Henry Drive Plan	Planning Div-Prefund PlanRview	37,537.18
				Total for Payment No.:		133,064.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	MP5000 Basic structure, 16 ft	Police Operating Grant Fund	87,205.89
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	H4050 24v battery operation hy	Police Operating Grant Fund	18,291.62
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	MP5000TA barrier trailer assem	Police Operating Grant Fund	7,902.72
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	MPL-4050 remote open/close pus	Police Operating Grant Fund	660.06
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	MPL-03 long range receiver wit	Police Operating Grant Fund	523.20
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	MPL-04 transmitter	Police Operating Grant Fund	156.96
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	SOLAR1 pedestal mounted solar	Police Operating Grant Fund	4,070.47
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	2461-81SCC8.5 solar charge con	Police Operating Grant Fund	297.96
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	MPL-20W 48" solar mounting pos	Police Operating Grant Fund	432.12
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	B6014 galvanize mobile barrier	Police Operating Grant Fund	9,746.39
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	MP5K-TT1 barrier turn table	Police Operating Grant Fund	1,118.82
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	Discount 10%	Police Operating Grant Fund	-11,963.87
04/01/2021	DELTA SCIENTIFIC CORPORATION	00490356	82874	Freight	Police Operating Grant Fund	6,400.00
				Total for Payment No.:		124,842.34

<b>Payment</b>	No:	01	8924
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	3DEGREES GROUP INC	00490123	20155	PURCHASE OF RECS VINTAGE 2018	Electric Utility	112,500.00
				Total for Payment No.:		112,500.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/29/2021	GEORGE HILLS COMPANY, INC	00490243	1299MAR2021A	Replensih Special Liability	Special Liability Insurance	110,000.00
				Total for Payment No.:		110,000.00

#### Payment No: 649820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	E SOURCE COMPANIES LLC	00489819	9073	ESOURCE MEMBERSHIP 2021-2022	Electric Utility	59,817.00
04/01/2021	E SOURCE COMPANIES LLC	00489819	9073	ESOURCE MEMBERSHIP 2021-2022	Elec OperatingGrant Trust Fund	15,405.00
04/01/2021	E SOURCE COMPANIES LLC	00489819	9073	ESOURCE MEMBERSHIP 2021-2022	Elec OperatingGrant Trust Fund	8,000.00
04/01/2021	E SOURCE COMPANIES LLC	00489819	9073	ESOURCE MEMBERSHIP 2021-2022	Elec OperatingGrant Trust Fund	16,593.00
				Total for Payment No.:		99,815.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	Q4 2020 - GENERAL	Unemployment Insurance Fund	171,898.21
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	Q4 2020 - WATER	Unemployment Insurance Fund	3,559.00
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	Q4 2020 - SVP	Unemployment Insurance Fund	11,218.00
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	Q4 2020 - PD STADIUM	Unemployment Insurance Fund	7,498.08

03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	CARES CREDIT - GENERAL	Unemployment Insurance Fund	-86,274.46
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	CARES CREDIT - WATER	Unemployment Insurance Fund	-1,779.50
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	CARES CREDIT - SVP	Unemployment Insurance Fund	-5,609.00
03/26/2021	CA EMPLOYMENT DEVELOPMENT DEPT	00490071	L0738752480	CARES CREDIT - PD STADIUM	Unemployment Insurance Fund	-3,749.04
				Total for Payment No.:		96,761.29

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	HSQ TECHNOLOGY INC	00489921	009/197657	CONTINGENCY 10%	Water Utility Construction	4,004.00
03/26/2021	HSQ TECHNOLOGY INC	00489927	008/194388	MISER SCADA System Upgrade	Water Utility Construction	49,935.35
03/26/2021	HSQ TECHNOLOGY INC	00489927	008/194388	MISER SCADA System Upgrade (In	Water Utility Construction	37,350.25
				Total for Payment No.:		91,289.60

Payment No: 649718

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	INTER DISPOSAL CORP OF CA	00489568	5127-000036443	MSW PROCSNG- FEB 2021	Solid Waste Program	66,992.39
03/26/2021	INTER DISPOSAL CORP OF CA	00489569	5127-000036444	COMPSTBL WST- FEB 2021	Solid Waste Program	16,990.72
				Total for Payment No.:		83,983.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	SITE WORK FOR AQ AMMONIA TANK	Electric Utility	11,990.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	SITE WORK FOR SULFURIC TANK PE	Electric Utility	1,635.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	PROJECT MANAGER	Electric Utility	2,800.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	VACUUM TRUCK 3 HOURS ON SITE	Electric Utility	1,471.50

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04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	MISC SUPPLIES	Electric Utility	1,340.70
04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	9% E/I	Electric Utility	2,644.20
04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	SITE WORK FOR SULFURIC TANK	Electric Utility	2,500.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490635	SJ989969	SPECIALIZED EQUIPMENT	Electric Utility	9,810.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490637	SJ990146	MOB/DEMOB LABOR/EQUIPMENT	Electric Utility	2,500.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490637	SJ990146	INSTALL AND DISMANTLE SCAFFOLD	Electric Utility	20,811.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490637	SJ990146	2 MAN RESCUE TEAM	Electric Utility	22,500.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490638	SJ990211	9% E/I	Electric Utility	185.85
04/09/2021	UNIVAR SOLUTIONS USA INC	00490638	SJ990211	ADD ONS	Electric Utility	160.00
04/09/2021	UNIVAR SOLUTIONS USA INC	00490638	SJ990211	HAZ LF REQ STABILIZ	Electric Utility	1,905.00
				Total for Payment No.:		82,253.25
Payment No: 65	50097					
rayinent No. 0						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
-		<b>Voucher No.</b> 00490181	Invoice No. 21482	<b>Description</b> MARCH JANITORIAL	Fund Code General Fund	<b>Amount Paid</b> 80,131.76
Payment Date	Vendor Name			-		
Payment Date	Vendor Name			MARCH JANITORIAL		80,131.76
Payment Date	Vendor Name SWA SERVICES GROUP			MARCH JANITORIAL		80,131.76
Payment Date 04/09/2021	Vendor Name SWA SERVICES GROUP			MARCH JANITORIAL		80,131.76
Payment Date 04/09/2021  Payment No: W	Vendor Name SWA SERVICES GROUP  721268	00490181	21482	MARCH JANITORIAL  Total for Payment No.:	General Fund	80,131.76 80,131.76
Payment Date 04/09/2021  Payment No: W	Vendor Name SWA SERVICES GROUP  721268 Vendor Name	00490181 Voucher No.	21482 Invoice No.	MARCH JANITORIAL  Total for Payment No.:  Description	General Fund  Fund Code  Community Facilities	80,131.76 80,131.76 Amount Paid
Payment Date 04/09/2021  Payment No: W	Vendor Name SWA SERVICES GROUP  721268 Vendor Name	00490181 Voucher No.	21482 Invoice No.	MARCH JANITORIAL  Total for Payment No.:  Description  SCSA 2020/21 Q3 CFD	General Fund  Fund Code  Community Facilities	80,131.76 80,131.76 Amount Paid 77,577.27
Payment Date 04/09/2021  Payment No: W	Vendor Name SWA SERVICES GROUP  721268  Vendor Name SANTA CLARA STADIUM AUTHORITY	00490181 Voucher No.	21482 Invoice No.	MARCH JANITORIAL  Total for Payment No.:  Description  SCSA 2020/21 Q3 CFD	General Fund  Fund Code  Community Facilities	80,131.76 80,131.76 Amount Paid 77,577.27
Payment Date 04/09/2021  Payment No: W Payment Date 03/24/2021	Vendor Name SWA SERVICES GROUP  721268  Vendor Name SANTA CLARA STADIUM AUTHORITY	00490181 Voucher No.	21482 Invoice No.	MARCH JANITORIAL  Total for Payment No.:  Description  SCSA 2020/21 Q3 CFD	General Fund  Fund Code  Community Facilities	80,131.76 80,131.76 Amount Paid 77,577.27
Payment Date 04/09/2021  Payment No: W Payment Date 03/24/2021	Vendor Name SWA SERVICES GROUP  721268  Vendor Name SANTA CLARA STADIUM AUTHORITY	00490181 <b>Voucher No.</b> 00489922	21482  Invoice No. 20620MAR2021	MARCH JANITORIAL Total for Payment No.:  Description SCSA 2020/21 Q3 CFD Total for Payment No.:	Fund Code Community Facilities Dist-SCSA	80,131.76 80,131.76 Amount Paid 77,577.27 77,577.27

Payment	No:	018966
-		

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	PG&E	00489760	6751776993-0 MAR2021	GAS TRANSPORT COGEN FEB21	Electric Utility	76,371.03
				Total for Payment No.:		76,371.03

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PREFERRED BENEFIT	00490955	EIA39887	DENTAL INS PREMIUMS APR 2021	Payroll Liability&ClearingAcct	73,316.00
				Total for Payment No.:		73,316.00

Payment No: W21279

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	RENT 881 MARTIN AVE APR2021	Electric Utility	56,302.49
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	RENT 881 MARTIN AVE APR2021	Elec OperatingGrant Trust Fund	3,593.78
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	COMMON AREA 881 MARTIN MAR2021	Electric Utility	1,686.64
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	COMMON AREA 881 MARTIN MAR2021	Elec OperatingGrant Trust Fund	107.66
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	PGE 881 MARTIN AVE FEB2021	Electric Utility	2,025.58
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	PGE 881 MARTIN AVE FEB2021	Elec OperatingGrant Trust Fund	129.29
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	SC UTIL WATER/SEWER/FIRE FEB21	Electric Utility	328.45
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	SC UTIL WATER/SEWER/FIRE FEB21	Elec OperatingGrant Trust Fund	20.96
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	SC UTILITIES ELECTRIC FEB21	Electric Utility	7,584.21
03/30/2021	GAHRAHMAT FAMILY LTD II	00489886	GFLP2-21101	SC UTILITIES ELECTRIC FEB21	Elec OperatingGrant Trust Fund	484.10
				Total for Payment No.:		72,263.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021		00489774	32915 PJS	LEGAL SERVICES JAN21	Electric Utility	70,537.60
04/01/2021		00489774	32915 PJS	LEGAL SVC BUCKS CREEK JAN21	Electric Utility Construction	1,230.00
				Total for Payment No.:		71,767.60
Payment No: 64	9828					

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	MX6000HST UTILITY TRACTOR, 4WD	General Fund	35,434.63
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	VERTI-DRAIN 2220 DEEP TINE AER	General Fund	33,779.10
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	DELIVERY ASSEMBLY	General Fund	440.09
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	DELIVERY ASSEMBLY	General Fund	440.09
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	FREIGHT COST	General Fund	449.63
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	FREIGHT COST	General Fund	449.62
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	POST-DELIVERY INSPECTION	General Fund	136.25
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	POST-DELIVERY INSPECTION	General Fund	136.25
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	CA TIRE FEES	General Fund	3.48
04/01/2021	GARTON TRACTOR, INC	00490268	WM06281	CA TIRE FEES	General Fund	3.52
				Total for Payment No.:		71,272.66

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	MARIN CLEAN ENERGY	00489757	SVP-0221	CISO CHG SC SVC G2-1 FEB21	Electric Utility	70,628.78
04/01/2021	MARIN CLEAN ENERGY	00489757	SVP-0221	CISO CHG SC SVC G2-1 FEB21	Electric Utility	-239.70
				Total for Payment No.:		70,389.08

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BORDER STATES	00490395	921530796	MATERIALS CHARGE FOR SVP	Electric Utility	61,777.23

SOUTH	Construction

Total for Payment No.: 61,777.23

<b>Payment</b>	No:	650033
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CSG CONSULTANTS INC	00490931	34970	FIRST CONTRACT EXTENSION - BAS	Streets And Highways	57,667.50
				Total for Payment No.:		57,667.50

#### Payment No: 649663

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	G. BORTOLOTTO & CO	00489450	4889	CE17-18-19 CO3 BILL WALSH WAY	Water Recycling Program	54,131.40
				Total for Payment No.:		54,131.40

#### Payment No: 018953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	LEVY SANTA CLARA CONVENTION CENTER	00490256	Levylnv 00020	Utensils, supplies, etc.	SCCC-Levy Food & Beverage	52,584.21
				Total for Payment No.:		52,584.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SAFE MOVES, INC	00490499	45	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	13,035.00
04/09/2021	SAFE MOVES, INC	00490501	46	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	10,792.50
04/09/2021	SAFE MOVES, INC	00490502	47	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	13,140.00
04/09/2021	SAFE MOVES, INC	00490503	48	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	14,917.50
				Total for Payment No.:		51,885.00

Payment No: 64	19786									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/01/2021	ABODE SERVICES	00490257	TBRA-12-2020AB	ABODE-TBRA HOME FY20/21	H.U.D Capital Projects	39,887.93				
04/01/2021	ABODE SERVICES	00490257	TBRA-12-2020AB	ABODE-TBRA CAHF FY20/21	City Affordable Housing	11,892.05				
				Total for Payment No.:		51,779.98				
Payment No: 65	50026									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
-				·						
04/09/2021	BELLECCI & ASSOCIATES INC	00490930	20052-D rev 0	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	45,936.05				
				Total for Payment No.:		45,936.05				
Payment No: 01	19026									
-		Voucher No.	lavaia a Na	Description	Fund Code	Amazout Daid				
Payment Date	Vendor Name	voucner No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	SOFTWAREONE	00490814	US-SCO-1117587	SQL Server Standard Core 2 Lic	Information Technology Service	4,921.40				
04/09/2021	SOFTWAREONE	00490814	US-SCO-1117587	SQL Server Enterprise Core 2 L	General Government - Other	40,803.08				
				Total for Payment No.:	Other	45,724.48				
				i otal lol Fayillelit No		43,124.40				
Payment No: 01	8940									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/01/2021	ELECTRICAL CONSULTANTS INC	00489801	92486R	TRANSMISSI ENG SRV JAN2021	Electric Utility Construction	4,964.00				

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ELECTRICAL CONSULTANTS INC	00489801	92486R	TRANSMISSI ENG SRV JAN2021	Electric Utility Construction	4,964.00
04/01/2021	ELECTRICAL CONSULTANTS INC	00490073	92923	TRANSMISSI ENG SRV FEB2021	Electric Utility Construction	40,669.24
				Total for Payment No.:		45,633.24

Payment Dat	e Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	FOLSOM LAKE FORD	00490264	FL0734	2021 BLACK UTILITY INTERCEPTOR	Vehicle Replacement Fund	43,022.88

04/01/2021	FOLSOM LAKE FORD	00490264	FL0734	SHIPPING & HANDLING	Vehicle Replacement Fund	125.00			
04/01/2021	FOLSOM LAKE FORD	00490264	FL0734	CA TIRE FEE	Vehicle Replacement Fund	8.75			
04/01/2021	FOLSOM LAKE FORD	00490264	FL0734	EARLY PYMNT DISCOUNT	Vehicle Replacement Fund	-545.00			
				Total for Payment No.:		42,611.63			
Payment No: 01	8984								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	3DEGREES GROUP INC	00489818	20144	GREEN-E ENGY WIND, WECC FEB21	Electric Utility	1,909.50			
04/09/2021	3DEGREES GROUP INC	00489818	20144	GREEN-E ENGY CA WECC SLR FEB21	Electric Utility	38,622.40			
				Total for Payment No.:		40,531.90			
Payment No: 649661									
-									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
Payment Date 03/26/2021	Vendor Name DEVCON CONSTRUCTION	Voucher No. 00489407	Invoice No. 7614MAR2021	<b>Description</b> REFUND DEPOSIT EP14192	Fund Code  Deposit Funds.	<b>Amount Paid</b> 40,000.00			
-				-					
-				REFUND DEPOSIT EP14192		40,000.00			
-	DEVCON CONSTRUCTION			REFUND DEPOSIT EP14192		40,000.00			
03/26/2021	DEVCON CONSTRUCTION			REFUND DEPOSIT EP14192		40,000.00			
03/26/2021  Payment No: 656	DEVCON CONSTRUCTION 0075	00489407	7614MAR2021	REFUND DEPOSIT EP14192 Total for Payment No.:	Deposit Funds.	40,000.00 40,000.00			
03/26/2021  Payment No: 650  Payment Date	DEVCON CONSTRUCTION  0075  Vendor Name	00489407 Voucher No.	7614MAR2021 Invoice No.	REFUND DEPOSIT EP14192  Total for Payment No.:  Description  2021 NOV SERRA TANK RHB	Deposit Funds.  Fund Code  Water Utility	40,000.00 40,000.00 Amount Paid			
03/26/2021  Payment No: 650  Payment Date	DEVCON CONSTRUCTION  0075  Vendor Name	00489407 Voucher No.	7614MAR2021 Invoice No.	REFUND DEPOSIT EP14192  Total for Payment No.:  Description  2021 NOV SERRA TANK RHB DESIGN	Deposit Funds.  Fund Code  Water Utility	40,000.00 40,000.00 Amount Paid 39,326.29			
03/26/2021  Payment No: 650  Payment Date	DEVCON CONSTRUCTION  0075  Vendor Name  NV5 INC	00489407 Voucher No.	7614MAR2021 Invoice No.	REFUND DEPOSIT EP14192  Total for Payment No.:  Description  2021 NOV SERRA TANK RHB DESIGN	Deposit Funds.  Fund Code  Water Utility	40,000.00 40,000.00 Amount Paid 39,326.29			
03/26/2021  Payment No: 65  Payment Date 04/09/2021	DEVCON CONSTRUCTION  0075  Vendor Name  NV5 INC	00489407 Voucher No.	7614MAR2021 Invoice No.	REFUND DEPOSIT EP14192  Total for Payment No.:  Description  2021 NOV SERRA TANK RHB DESIGN	Deposit Funds.  Fund Code  Water Utility	40,000.00 40,000.00 Amount Paid 39,326.29			
03/26/2021  Payment No: 65  Payment Date 04/09/2021  Payment No: 01	DEVCON CONSTRUCTION  0075  Vendor Name  NV5 INC	00489407  Voucher No. 00490186	7614MAR2021  Invoice No. 189431	REFUND DEPOSIT EP14192  Total for Payment No.:  Description  2021 NOV SERRA TANK RHB DESIGN  Total for Payment No.:	Fund Code Water Utility Construction	40,000.00 40,000.00 <b>Amount Paid</b> 39,326.29 39,326.29			

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	MISSION TRAIL WASTE SYSTEMS	00489775	m632	RESIDENTIAL FOOD SCRAP JAN 21	Solid Waste Program	38,524.15
				Total for Payment No.:		38,524.15

Payment No: 650037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	DIGITAL REALTY TRUST	00465948	R19-DCR-0147-2	DATA CTR REBATE; 65265-2; 1100	Elec OperatingGrant Trust Fund	4,814.37
04/09/2021	DIGITAL REALTY TRUST	00466584	R20-DCR-0093	DATA CTR REBATE; 65265-2	Elec OperatingGrant Trust Fund	31,400.06
				Total for Payment No.:		36,214.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490862	S6636242.003	CONNECTOR, SUBMERSIBLE, 4 POSI	Electric Utility	74.10
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490863	S6640719.008	CROSSARM,8', "PUPI" HEAVY DUT	Electric Utility	10,652.35
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490865	S6627553.001	ADAPTER, METER, A-BASE TO SOCK	Electric Utility	2,416.79
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490866	S6631848.006	MARKER, #8, 2-7/8INX1-3/4IN, 2	Electric Utility	159.58
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490868	S6554922.001	SEAL, DEMAND RESET, SNAP- LOCK,	Electric Utility	1,242.60
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490872	S6659356.001	COVER, OH, INSULATING, 4-1/2IN	Electric Utility	362.97
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490872	S6659356.001	MOULDING, PVC, 5IN X 10FT-0IN.	Electric Utility	1,626.28
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490874	S6636242.005	RACK, 1 SPOOL WITH PIPE CLAMP	Electric Utility	2,164.09
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490875	S6636242.004	CABLE TIE, 3-7/8IN LG X .10IN	Electric Utility	19.42
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490875	S6636242.004	CABLE TIE, 5-1/2IN LG X .14IN	Electric Utility	535.53
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490877	S6636242.001	CABLE TIE, 3-7/8IN LG X .10IN	Electric Utility	563.42
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490884	S6634277.005	CONNECTOR, SERVICE DROP, INSUL	Electric Utility	1,284.02
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490886	S6634277.003	CONNECTOR, SERVICE DROP INSUL	Electric Utility	444.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
Payment No: 649	0769					
				. 50. 15. 1 37.115.11 10.1		3 .,37 0.01
				Total for Payment No.:		34,875.51
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490899	S6631848.005	GRIP, GUY, 1/4IN WIRE. PREFORM	Electric Utility	92.11
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490898	\$6587938.007	DEAD-END, CLEVIS, CU, #4, STRA	Electric Utility	392.54
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490897	S6587913.002	BRACKET, CABLE SUPPORT, 18IN S	Electric Utility	12,739.30
04/09/2021	ONESOURCE DISTRIBUTORS LLC	00490887	S6634277.002	CONNECTOR, LV, NON-TENSION, 25	Electric Utility	105.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	WEST COAST ARBORISTS INC	00489661	170071	CENTRAL PARK LIBRARY PRUNING	General Fund	1,440.00
03/26/2021	WEST COAST ARBORISTS INC	00489776	169766	PRUNING & REMOVAL 2/1-2/15/21	General Fund	33,391.00
				Total for Payment No.:		34,831.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BENEFIT COORDINATORS CORP	00490958	33496APR2021	LIFE & DISABILITY INS B2107	Payroll Liability&ClearingAcct	4,513.28
04/09/2021	BENEFIT COORDINATORS CORP	00490958	33496APR2021	LIFE & DISABILITY INS B2107	Payroll Liability&ClearingAcct	9,534.47
04/09/2021	BENEFIT COORDINATORS CORP	00490958	33496APR2021	LIFE & DISABILITY INS B2107	Payroll Liability&ClearingAcct	3,657.48
04/09/2021	BENEFIT COORDINATORS CORP	00490958	33496APR2021	LIFE & DISABILITY INS B2107	Payroll Liability&ClearingAcct	4,026.43
04/09/2021	BENEFIT COORDINATORS CORP	00490958	33496APR2021	LIFE & DISABILITY INS B2107	Payroll Liability&ClearingAcct	12,607.78
				Total for Payment No.:		34,339.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MOTT MACDONALD GROUP, LLC	00490928	100250-03	LAFAYETTE ST UNDERPASS AT SUBW	Storm Drain	33,056.36
				Total for Payment No.:		33,056.36

Paν	/me	nt	No:	01	88	58
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INC

INC

MCFARLAND CASCADE HOLDINGS

00490417

UEU-0036788

04/01/2021

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	INTL FIREFIGHTERS LOCAL 1171	00490106	02/21/21-03/20/21	UNION DUES B2103 & B2104	Payroll Liability&ClearingAcct	32,843.08				
				Total for Payment No.:		32,843.08				
Payment No: 01	Payment No: 018882									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	GOLDER ASSOCIATES	00489559	613013	LANDFILL SERVICES- FEB 2021	Solid Waste Utility- Constructi	28,353.93				
03/26/2021	GOLDER ASSOCIATES	00489559	613013	RELATED CITY PLACE- FEB 2021	Related Santa Clara Dvlpr Fund	3,488.68				
				Total for Payment No.:		31,842.61				
Payment No: 64	9686									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	BANNER BANK	00490057	35232FEB2021	RETENTION	Water Utility Construction	31,827.06				
				Total for Payment No.:		31,827.06				
Payment No: 01	9036									
Payment No: 01	9036 Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
-		<b>Voucher No.</b> 00490807	<b>Invoice No.</b> 186915	<b>Description</b> CHANGE ORDER PER AMENDMENT NO	Fund Code Sewer Utility Construction	<b>Amount Paid</b> 31,438.25				
Payment Date	Vendor Name			CHANGE ORDER PER	Sewer Utility					
Payment Date	Vendor Name			CHANGE ORDER PER AMENDMENT NO	Sewer Utility	31,438.25				
Payment Date	Vendor Name WOODARD & CURRAN, INC			CHANGE ORDER PER AMENDMENT NO	Sewer Utility	31,438.25				
Payment Date 04/09/2021	Vendor Name WOODARD & CURRAN, INC			CHANGE ORDER PER AMENDMENT NO	Sewer Utility	31,438.25				

POLE, WOOD, 80 FT., CLASS H2,

Electric Utility

8,346.80

Total for Payment No.: 31,028.80

#### Payment No: 018897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021		00490023	401856	LEGAL SERVICES	Electric Utility Construction	30,450.00
				Total for Payment No.:		30,450.00

#### Payment No: 650103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TRUE BLUE AUTOMATION SERVICES	00490917	1246	STORM ALLOCATION FOR ELECTRICA	Storm Drain	7,376.25
04/09/2021	TRUE BLUE AUTOMATION SERVICES	00490919	1247	WATER ALLOCATION FOR ELECTRICA	Water Utility	23,070.00
				Total for Payment No.:		30,446.25

#### Payment No: 650077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	15,654.56
04/09/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	7,897.29
04/09/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	398.10
04/09/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	398.10
04/09/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	5,185.21
04/09/2021	ORLAND UNIT WATER USERS ASSN.	00489100	2031MAR2021	STONY CRK HYDRO EXPENSES FEB21	Electric Utility	66.35
				Total for Payment No.:		29,599.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BANNER BANK	00490246	35232MAR2021	RETENTION	Water Utility Construction	29,018.33
				Total for Payment No.:		29,018.33

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	WESTERN STATES OIL CO	00489374	450518	UNLDED- PD MOTRCYC TANK#91	Fleet Operation Fund	184.04
03/26/2021	WESTERN STATES OIL CO	00489375	816497	DIESEL-UTLTY CORP YARD- TNK#55	Fleet Operation Fund	19,527.93
03/26/2021	WESTERN STATES OIL CO	00489376	816596	DIESEL- FIRE STN #1 TANK#62	Fleet Operation Fund	2,751.10
03/26/2021	WESTERN STATES OIL CO	00489377	816597	DIESEL- FIRE STN #7 TANK#66	Fleet Operation Fund	2,484.86
03/26/2021	WESTERN STATES OIL CO	00489378	816598	DIESEL- FIRE STN #8 TANK#67	Fleet Operation Fund	1,774.90
03/26/2021	WESTERN STATES OIL CO	00489379	816599	DIESEL- FIRE STN #9 TANK#68	Fleet Operation Fund	1,419.92
				Total for Payment No.:		28,142.75

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	INFOSEND INC	00490049	187328	BILL PRINT & MAIL	General Fund	11,686.31
04/01/2021	INFOSEND INC	00490049	187328	ELECTRIC - JANUARY INSERT	Electric Utility	21.96
04/01/2021	INFOSEND INC	00490049	187328	CMO - MISSION CITY SCENES-JAN	General Fund	22.86
04/01/2021	INFOSEND INC	00490049	187328	ELECTRIC - FEBRUARY INSERT 1	Electric Utility	1,759.33
04/01/2021	INFOSEND INC	00490049	187328	ELECTRIC - FEBRUARY INSERT 2	Electric Utility	1,759.33
04/01/2021	INFOSEND INC	00490049	187328	CMO-MISSION SCENES/COVID-FEB	General Fund	1,017.09
04/01/2021	INFOSEND INC	00490049	187328	CMO-MISSION SCENES/COVID-FEB 2	General Fund	1,427.96
04/01/2021	INFOSEND INC	00490049	187328	TAXABLE	General Fund	9,156.38
04/01/2021	INFOSEND INC	00490267	187329	TAX & LICENSE MAILING SERVICES	General Fund	1,184.93
				Total for Payment No.:		28,036.15

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Pa	yment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/	/01/2021	MILTON SECURITY GROUP LLC	00489773	Q31478	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	8,000.00
04/	/01/2021	MILTON SECURITY GROUP LLC	00489773	Q31478	CYBER SECURITY,SSG,APPLCTN SUP	Electric Utility	19,000.00
					Total for Payment No.:		27,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/22/2021	MANZANA WIND LLC	00489198	123810	ENERGY PURCH (WIND) FEB21	Electric Utility	25,744.25
				Total for Payment No.:		25,744.25

#### Payment No: 649693

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	COKER PUMP & EQUIPMENT COMPANY	00489978	0079582	LABOR TO INSPECT AND ADVISE RO	Electric Utility	1,203.22
03/26/2021	COKER PUMP & EQUIPMENT COMPANY	00489978	0079582	PUMP REPAIR	Electric Utility	24,365.69
				Total for Payment No.:		25,568.91

#### Payment No: 650054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JONES LANG LASALLE AMERICAS INC	00490659	US002HOT003364	CMO: Consulting Services for t	Convention Center Enterprise F	7,500.00
04/09/2021	JONES LANG LASALLE AMERICAS INC	00490659	US002HOT003364	DMO: Consulting Services for t	Deposit Funds.	5,000.00
04/09/2021	JONES LANG LASALLE AMERICAS INC	00490660	US002HOT003460	CMO: Consulting Services for t	Convention Center Enterprise F	7,500.00
04/09/2021	JONES LANG LASALLE AMERICAS INC	00490660	US002HOT003460	DMO: Consulting Services for t	Deposit Funds.	5,000.00
				Total for Payment No.:		25,000.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PLAN REVIEW CONSULTANTS INC	00490912	PRC2021-3	AMENDMENT NO 2. APPROVED 5/14/	General Fund	23,414.09
				Total for Payment No.:		23,414.09
Payment No: 018	8906					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PFM ASSET MGMT LLC	00490050	SMA-M0221-22752	INVESTMENT MANAGEMENT SERVICES	General Fund	23,190.79
				Total for Payment No.:		23,190.79
Payment No: 019	9014					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	LEVY SANTA CLARA CONVENTION CENTER	00490663	Levylnv 030121	Meal Distribution Program	Other City Dept Op Grant Fund	23,068.80
				Total for Payment No.:		23,068.80
Payment No: 649	9845					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	MTH ENGINEERS INC	00489108	12357	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	22,372.00
				Total for Payment No.:		22,372.00
Payment No: 018	8919					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021		00490027	31449	LEGAL SERVICES	Special Liability Insurance	600.00
03/26/2021		00490030	31446	CHANGE ORDER #1: ADDITIONAL FU	Special Liability Insurance	5,875.00
03/26/2021		00490032	31448	CHANGE ORDER #3: ADDITIONAL	Special Liability	14,700.00
				FU	Insurance	

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MTH ENGINEERS INC	00490731	12356	ENGINEERING SERVICES FOR FAIRV	Electric Utility Construction	20,730.00
				Total for Payment No.:		20,730.00

#### Payment No: 649678

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
20,677.00	PW Capital Proj ManagementFund	CHANGE ORDER #1: ADDITIONAL FU	APC-SCPV-08	00489928	APC INTERNATIONAL INC	03/26/2021
20,677.00		Total for Payment No.:				

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490352	8600085824	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490353	8600085825	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490359	8600085826	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490364	8600085827	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490367	8600085828	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490370	8600085829	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490371	8600085830	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490373	8600085831	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490374	8600085832	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490377	8600085833	TROPOS RADIO OUT OF	Electric Utility	1,700.00

				WARRANTY R	Construction	
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490378	8600085834	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
04/01/2021	ABB ENTERPRISE SOFTWARE INC.	00490379	8600085835	TROPOS RADIO OUT OF WARRANTY R	Electric Utility Construction	1,700.00
				Total for Payment No.:		20,400.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	SAFE MOVES, INC	00490404	42	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	6,535.00
04/01/2021	SAFE MOVES, INC	00490405	43	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	7,635.00
04/01/2021	SAFE MOVES, INC	00490406	44	AGREEMENT FOR DESIGN PROFESSIO	Streets And Highways	6,030.00
				Total for Payment No.:		20,200.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	FAIRWAY PAINTING ASSOC	00490176	17-2262	SCCC RUSTED FOOTING	Convention Cnt Maintenance Dis	3,367.42
04/09/2021	FAIRWAY PAINTING ASSOC	00490176	17-2262	SCCC RUSTED FOOTING	Convention Cnt Maintenance Dis	1,948.76
04/09/2021	FAIRWAY PAINTING ASSOC	00490176	17-2262	SCCC RUSTED FOOTING	Convention Cnt Maintenance Dis	3,178.82
04/09/2021	FAIRWAY PAINTING ASSOC	00490177	17-2261	SCCC PAINT EXTERIOR WALLS	Convention Cnt Maintenance Dis	2,834.26
04/09/2021	FAIRWAY PAINTING ASSOC	00490177	17-2261	SCCC PAINT EXTERIOR WALLS	Convention Cnt Maintenance Dis	1,640.21
04/09/2021	FAIRWAY PAINTING ASSOC	00490177	17-2261	SCCC PAINT EXTERIOR WALLS	Convention Cnt Maintenance Dis	2,675.53
04/09/2021	FAIRWAY PAINTING ASSOC	00490178	17-2263	SCCC PAINT RUSTY SIDE PANEL	Convention Cnt Maintenance Dis	1,742.18
04/09/2021	FAIRWAY PAINTING ASSOC	00490178	17-2263	SCCC PAINT RUSTY SIDE PANEL	Convention Cnt Maintenance Dis	1,008.21
04/09/2021	FAIRWAY PAINTING ASSOC	00490178	17-2263	SCCC PAINT RUSTY SIDE PANEL	Convention Cnt	1,644.61

Total for Payment No.: 20,040.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	HOUSEKEYS INC	00490258	210315BMR	HOUSEKEYS FY20/21 Program Admi	Housing Successor	13,000.00
04/01/2021	HOUSEKEYS INC	00490259	BMP210315-2	BMP FY20/21 HOUSEKEYS	City Affordable Housing	6,250.00
				Total for Payment No.:		19,250.00

### Payment No: 018866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ASPEN ENVIRONMENTAL GROUP	00489415	3513.001-03	AMI,MV90,MTR DATA ANALYS JAN21	Electric Utility Construction	13,942.00
03/26/2021	ASPEN ENVIRONMENTAL GROUP	00489416	3513.002-03	RATE & FEE ANALYSIS JAN21	Electric Utility	4,948.50
				Total for Payment No.:		18,890.50

#### Payment No: 018914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SC FUELS	00489369	4568378	UNLDED- POLICE DEPT TANK#71	Fleet Operation Fund	18,619.93
				Total for Payment No.:		18,619.93

#### Payment No: 649750

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SEL ENGINEERING SERVICES, INC.	00489506	39921	ELECT SPRT/UPGRADS THRU MAR21	Electric Utility Construction	6,138.50
03/26/2021	SEL ENGINEERING SERVICES, INC.	00489506	39921	ELECT SPRT/UPGRADS THRU MAR21	Electric Utility Construction	12,450.50
				Total for Payment No.:		18,589.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SANTA CLARA POLICE ASSN	00490109	02/21/21-03/20/21	UNION DUES B2103 & B2104	Payroll Liability&ClearingAcct	18,320.44
				Total for Payment No.:		18,320.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ORLAND UNIT WATER USERS ASSN.	00490183	2031MAR2021A	2020 ANNUAL PYMT HIGH LINE	Electric Utility	1,619.96
04/01/2021	ORLAND UNIT WATER USERS ASSN.	00490183	2031MAR2021A	2020 ANNUAL PYMT BLACK BUTTE	Electric Utility	6,670.76
04/01/2021	ORLAND UNIT WATER USERS ASSN.	00490183	2031MAR2021A	2020 ANNUAL PYMT STONY GORGE	Electric Utility	10,007.03
				Total for Payment No.:		18,297.75

Payment No: 650051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	HYDROSCIENCE ENGINEERS INC	00490729	316003003	Project Management Task 1	Water Utility Construction	1,395.00
04/09/2021	HYDROSCIENCE ENGINEERS INC	00490729	316003003	Prepare Draft UWMP Task 2	Water Utility Construction	5,037.50
04/09/2021	HYDROSCIENCE ENGINEERS INC	00490730	316003004	Project Management Task 1	Water Utility Construction	1,150.00
04/09/2021	HYDROSCIENCE ENGINEERS INC	00490730	316003004	Prepare Draft UWMP Task 2	Water Utility Construction	9,705.00
				Total for Payment No.:		17,287.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	R&B HEAT & A/C	00489750	63533	NEW FURNACE - HEINLEI	H.U.D Capital Projects	16,750.00
04/01/2021	R&B HEAT & A/C	00489750	63533	HEINLEI - 10016	H.U.D Capital Projects	16,750.00
04/01/2021	R&B HEAT & A/C	00489750	63533	HEINLEI - 10016	H.U.D Capital Projects	-16,750.00
				Total for Payment No.:		16,750.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ETHOSENERGY	00490662	IN74207	ADDITIONAL MATERIALS, SERVICES	Electric Utility Construction	16,135.00
				Total for Payment No.:		16,135.00

Payment No: 018990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ASPEN ENVIRONMENTAL GROUP	00490208	3513.002-04	RATE & FEE ANALYSIS FEB21	Electric Utility	3,709.50
04/09/2021	ASPEN ENVIRONMENTAL GROUP	00490209	3513.001-04	AMI,MV90,MTR DATA ANALYS FEB21	Electric Utility Construction	12,406.50
				Total for Payment No.:		16,116.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	AT&T CALNET	00490736	000016212126	1541 Civic Center 9391023685	Information Technology Service	33.78
04/09/2021	AT&T CALNET	00490737	000016212168	Cabrillo-Warburton 9391023687	Information Technology Service	66.69
04/09/2021	AT&T CALNET	00490738	000016232636	Engr - traffic light 1 9391023	Information Technology Service	0.00
04/09/2021	AT&T CALNET	00490739	000016226848	IT - Comm - PD 9391023695	Information Technology Service	4,666.83
04/09/2021	AT&T CALNET	00490740	000016227700	Finance 9391054149	Information Technology Service	55.89
04/09/2021	AT&T CALNET	00490741	000016226835	BM - IT 9391023697	Information Technology Service	228.11
04/09/2021	AT&T CALNET	00490742	000016226866	CAO 9391023698	Information Technology Service	43.68
04/09/2021	AT&T CALNET	00490743	000016226842	CCO 9391023699	Information Technology Service	67.11
04/09/2021	AT&T CALNET	00490744	000016226852	CMO 9391023700	Information Technology Service	21.83
04/09/2021	AT&T CALNET	00490745	000016226838	Finance Misc. 9391023701	Information Technology Service	287.80

04/09/2021	AT&T CALNET	00490746	000016226841	CDD 9391023702	Information Technology Service	251.68
04/09/2021	AT&T CALNET	00490746	000016226841	Berryessa Adobe 260-1826	General Fund	67.11
04/09/2021	AT&T CALNET	00490747	000016226846	Library 9391023703	Information Technology Service	229.88
04/09/2021	AT&T CALNET	00490748	000016226863	AUTO 9391023704	Information Technology Service	67.15
04/09/2021	AT&T CALNET	00490749	000016226857	DPW 9391023705	Information Technology Service	115.89
04/09/2021	AT&T CALNET	00490750	000016226854	HR 9391023706	Information Technology Service	23.51
04/09/2021	AT&T CALNET	00490751	000016226847	PARKS - Cemetary 9391023707	Cemetery	68.79
04/09/2021	AT&T CALNET	00490752	000016226836	PARKS - YAC 9391023708	Information Technology Service	760.80
04/09/2021	AT&T CALNET	00490753	000016226845	PARKS - Sr Center 9391023709	Information Technology Service	67.11
04/09/2021	AT&T CALNET	00490754	000016226851	PARKS - CRC 9391023710	Information Technology Service	23.49
04/09/2021	AT&T CALNET	00490755	000016226840	PD 9391023711	Information Technology Service	3,968.91
04/09/2021	AT&T CALNET	00490756	000016226861	Purchasing 9391023712	Information Technology Service	46.98
04/09/2021	AT&T CALNET	00490757	000016226844	Street 9391023713	Information Technology Service	253.28
04/09/2021	AT&T CALNET	00490757	000016226844	Convention Center 986-1335	Convention Cnt Maintenance Dis	23.49
04/09/2021	AT&T CALNET	00490757	000016226844	auto dialer 970-8644	Solid Waste Utility- Constructi	27.43
04/09/2021	AT&T CALNET	00490758	000016226839	Fire 9391023714	Information Technology Service	878.81
04/09/2021	AT&T CALNET	00490759	000016226837	IT 9391023715	Information Technology Service	430.44
04/09/2021	AT&T CALNET	00490759	000016226837	Water (flat fee \$50)	Water Utility	50.00
04/09/2021	AT&T CALNET	00490760	000016226849	IT (615 & 261 #s) 9391023716	Information Technology Service	442.33
04/09/2021	AT&T CALNET	00490760	000016226849	Berryessa Adobe 615-2488	General Fund	280.90
04/09/2021	AT&T CALNET	00490760	000016226849	Water (50% of bal)	Water Utility	190.79
04/09/2021	AT&T CALNET	00490760	000016226849	Sewer (50% of bal)	Sewer Utility	190.78

04/09/2021	AT&T CALNET	00490761	000016226834	DPW-Traffic 9391023717	General Fund	-4.67
04/09/2021	AT&T CALNET	00490762	000016226855	Library 9391023718	General Fund	266.77
04/09/2021	AT&T CALNET	00490763	000016226843	PARKS 9391023719	General Fund	234.41
04/09/2021	AT&T CALNET	00490764	000016226850	PD 9391023720	General Fund	23.49
04/09/2021	AT&T CALNET	00490765	000016226860	Convention Center 9391023724	General Fund	728.19
04/09/2021	AT&T CALNET	00490766	000016226831	CDD - Comm Svcs 9391048040	General Fund	23.49
04/09/2021	AT&T CALNET	00490767	000016227701	CRC 9391054153	Information Technology Service	17.39
04/09/2021	AT&T CALNET	00490768	000016228188	Morse Mansion 9391064468	General Fund	47.03
04/09/2021	AT&T CALNET	00490769	000016190058	DOJ 9391066810	Information Technology Service	301.86
04/09/2021	AT&T CALNET	00490770	000016228214	PD - Alarms 9391065446	Information Technology Service	45.29
04/09/2021	AT&T CALNET	00490771	000016188958	Conference (COVID) 9391060106	Other City Dept Op Grant Fund	137.47
				Total for Payment No.:		15,751.99

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	TORAY MEMBRANE USA, INC	00490061	IVM28759	PN# TM720D-400 - HIGH REJECTIO	Electric Utility	14,715.01
03/26/2021	TORAY MEMBRANE USA, INC	00490061	IVM28759	PN# TM720D-400SR - SPLIT RING	Electric Utility	163.50
03/26/2021	TORAY MEMBRANE USA, INC	00490061	IVM28759	FREIGHT	Electric Utility	580.00
				Total for Payment No.:		15,458.51

Payment No: 650081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PRISM	00490839	21100504	EXCESS W/C PREMIUM ADJUSTMENT	Workers Compensation	15,028.00
				Total for Payment No.:		15,028.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TRB AND ASSOCIATES, INC.	00490915	3654	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	7,215.00
04/09/2021	TRB AND ASSOCIATES, INC.	00490916	3655	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	7,492.50
				Total for Payment No.:		14,707.50
Payment No: 64	9740					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	RAUL MANZO	00489305	86	Home Repairs/New Roof - Lee	H.U.D Capital Projects	14,558.60
03/26/2021	RAUL MANZO	00489305	86	Lee - 10576	H.U.D Capital Projects	14,558.60
03/26/2021	RAUL MANZO	00489305	86	Lee - 10576	H.U.D Capital Projects	-14,558.60
				Total for Payment No.:		14,558.60
Payment No: 01	8857					
Boymont Data	Vandar Nama					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	IBEW	Voucher No. 00490105	Invoice No. 02/21/21-03/20/21	Description UNION DUES B2103 & B2104	Fund Code  Payroll  Liability&ClearingAcct	Amount Paid 14,134.99
-				•	Payroll	
-				UNION DUES B2103 & B2104	Payroll	14,134.99
-	IBEW			UNION DUES B2103 & B2104	Payroll	14,134.99
03/26/2021	IBEW			UNION DUES B2103 & B2104	Payroll	14,134.99
03/26/2021 Payment No: 64	IBEW 9657	00490105	02/21/21-03/20/21	UNION DUES B2103 & B2104  Total for Payment No.:	Payroll Liability&ClearingAcct	14,134.99 14,134.99
03/26/2021  Payment No: 64  Payment Date	IBEW 9657 Vendor Name	00490105 Voucher No.	02/21/21-03/20/21 Invoice No.	UNION DUES B2103 & B2104  Total for Payment No.:  Description  PRUNERIDGE AVE COMPLETE	Payroll Liability&ClearingAcct  Fund Code	14,134.99 14,134.99 Amount Paid
03/26/2021  Payment No: 64  Payment Date	IBEW 9657 Vendor Name	00490105 Voucher No.	02/21/21-03/20/21 Invoice No.	UNION DUES B2103 & B2104  Total for Payment No.:  Description  PRUNERIDGE AVE COMPLETE STREET	Payroll Liability&ClearingAcct  Fund Code	14,134.99 14,134.99 Amount Paid 14,084.25
03/26/2021  Payment No: 64  Payment Date	IBEW  19657  Vendor Name  ALTA PLANNING & DESIGN	00490105 Voucher No.	02/21/21-03/20/21 Invoice No.	UNION DUES B2103 & B2104  Total for Payment No.:  Description  PRUNERIDGE AVE COMPLETE STREET	Payroll Liability&ClearingAcct  Fund Code	14,134.99 14,134.99 Amount Paid 14,084.25
03/26/2021  Payment No: 64  Payment Date  03/26/2021	IBEW  19657  Vendor Name  ALTA PLANNING & DESIGN	00490105 Voucher No.	02/21/21-03/20/21 Invoice No.	UNION DUES B2103 & B2104  Total for Payment No.:  Description  PRUNERIDGE AVE COMPLETE STREET	Payroll Liability&ClearingAcct  Fund Code	14,134.99 14,134.99 Amount Paid 14,084.25

ELECT SUPPORT/UPGRADES

DEC20

Electric Utility Construction

11,214.00

SEL ENGINEERING SERVICES, INC.

00485726

38565

04/01/2021

Total for Payment No.: 14,004.00

#### Payment No: 649866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT RECURRING CELL SERVICE	Information Technology Service	3,885.69
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT PD CELLULAR SERVICE	General Fund	450.00
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT STADIUM CELLULAR SERVIC	General Fund	39.09
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT CMO CELLULAR SERVICE	General Fund	110.95
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT PARKS CELLULAR SERVICE	General Fund	611.94
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT WATER CELLULAR SERVICE	Sewer Utility	4,358.39
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT COUNCIL CELLULAR SERVICE	General Fund	70.15
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT CCD CELLULAR SERVICE	General Fund	4,249.69
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT HR CELLULAR SERVICE	General Fund	65.15
04/01/2021	T-MOBILE	00490385	95205865820201120	OCT DPW CELLULAR SERVICE	General Fund	111.34
				Total for Payment No.:		13,952.39

Payment No: 019025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SHUMS CODA ASSOC	00490725	6136	AGREEMENT FOR SERVICES TO PERF	General Fund	13,490.00
				Total for Payment No.:		13,490.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FIX AUTO SANTA CLARA	00489558	36353	PARTS-V#3494 WO#128745	Fleet Operation Fund	7,886.37
03/26/2021	FIX AUTO SANTA CLARA	00489558	36353	LABOR-V#3494 WO#128745	Fleet Operation Fund	4,835.60
03/26/2021	FIX AUTO SANTA CLARA	00489558	36353	MISC-V#3494 WO#128745 NONTXBL	Fleet Operation Fund	625.00
				Total for Payment No.:		13,346.97

Pav	/ment	No:	650	010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	3M CO	00489852	9410670694	SIGN SUPPLIES	General Fund	5,204.53
04/09/2021	3M CO	00489853	9410652631	SIGN SUPPLIES	General Fund	5,244.23
04/09/2021	3M CO	00490189	9410678023	TRAFFIC SUPPLIES-SHEETING YELW	General Fund	1,583.56
04/09/2021	3M CO	00490190	9410713774	TRAFFIC SUPPLIES- SHEETING YLW	General Fund	950.14
				Total for Payment No.:		12,982.46

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TRUEPOINT SOLUTIONS, LLC	00490188	21-158	TPS February Services Michele	General Government - Other	12,634.00
				Total for Payment No.:		12,634.00

#### Payment No: 018968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	PRESIDIO HOLDINGS INC.	00490399	6013221002366	PART #11142-M3-23 ESSENTIAL 12	Information Technology Service	2,951.32
04/01/2021	PRESIDIO HOLDINGS INC.	00490399	6013221002366	PART #11466-M3-23 ESSENTIAL 12	Information Technology Service	3,215.74
04/01/2021	PRESIDIO HOLDINGS INC.	00490399	6013221002366	PART #13351-M3-23 ESSENTIAL 12	Information Technology Service	974.50
04/01/2021	PRESIDIO HOLDINGS INC.	00490399	6013221002366	PART #13351-M3-23 ESSENTIAL 12	Information Technology Service	2,923.50
04/01/2021	PRESIDIO HOLDINGS INC.	00490399	6013221002366	PART #14399-M3-23 ESSENTIAL 12	Information Technology Service	2,505.82
				Total for Payment No.:		12,570.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	990 WREN AVE, LLC	00489406	30490MAR2021	REFUND DEPOSIT TRACT 10314	Deposit Funds.	12,475.00

Pav	/ment	No.	650043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	FLYERS ENERGY LLC	00490142	21-289123	MOBIL JET OIL II	Electric Utility	12,369.59
04/09/2021	FLYERS ENERGY LLC	00490142	21-289123	CA MOTOR OIL TAX	Electric Utility	8.25
04/09/2021	FLYERS ENERGY LLC	00490142	21-289123	CALIFORNIA RECYCLING FEE (TAX)	Electric Utility	39.60
04/09/2021	FLYERS ENERGY LLC	00490142	21-289123	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	6.95
				Total for Payment No.:		12,424.39

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	TRUE BLUE AUTOMATION SERVICES	00490407	1218	STORM ALLOCATION FOR ELECTRICA	Storm Drain	12,329.71
				Total for Payment No.:		12,329.71

## Payment No: 650111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	VALLEY HEATING & COOLING	00490093	2020- 0469	REPLACE FURNACE/AC - RINCON	H.U.D Capital Projects	12,126.00
04/09/2021	VALLEY HEATING & COOLING	00490093	2020- 0469	RINCON - 10164	H.U.D Capital Projects	12,126.00
04/09/2021	VALLEY HEATING & COOLING	00490093	2020- 0469	RINCON - 10164	H.U.D Capital Projects	-12,126.00
				Total for Payment No.:		12,126.00

Payment Da	te Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	NEXT DOOR	00490263	COFSC Q1-2	NEXT DOOR SOLUTIONS TO DOMESTI	H.U.D Capital Projects	12,003.77
				Total for Payment No.:		12,003.77

<b>Payment</b>	No:	018865
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ANIXTER INC.	00489990	4864072-00	WIRE, OH, #1/0 AL, TRIPLEX, CO	Electric Utility	3,963.24
03/26/2021	ANIXTER INC.	00489999	4853396-03	MARKER, #8, 2-7/8INX1-3/4IN, 2	Electric Utility	94.83
03/26/2021	ANIXTER INC.	00490029	4853215-03	HIGH VOLTAGE DECAL. 3.5"x14" A	Electric Utility	2,485.20
03/26/2021	ANIXTER INC.	00490035	4853396-02	LETTER, ALUMINUM, I, 3IN TALL.	Electric Utility	63.22
03/26/2021	ANIXTER INC.	00490037	4853110-00	GUY STRAIN INSULATOR LINK,78"	Electric Utility	974.19
03/26/2021	ANIXTER INC.	00490039	4833475-03	PED CONNECTOR 4 WAY/500MCM. CM	Electric Utility	4,196.50
				Total for Payment No.:		11,777.18

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
11,769.98	Elec OperatingGrant Trust Fund	DATA CTR REBATE; 65265-02	R19-DCR-0147-3	00489412	DIGITAL REALTY TRUST	03/26/2021
11,769.98		Total for Payment No.:				

## Payment No: 649789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AERODERIVATIVE GAS TURBINE	00490279	171605	PN# 1696M81P13 - PROBE, T48 TH	Electric Utility	11,275.72
				Total for Payment No.:		11,275.72

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	UNIVERSAL SITE SERVICES	00490808	21015352	SWEEPING - TASMAN PARKING GARA	General Fund	300.00
04/09/2021	UNIVERSAL SITE SERVICES	00490926	21017150	FY 2020-21 CUSTODIAL SERVICES	Convention Cnt Maintenance Dis	5,980.00
04/09/2021	UNIVERSAL SITE SERVICES	00490926	21017150	FY 2020-21 PRESSURE WASHING SE	Convention Cnt Maintenance Dis	2,720.00
04/09/2021	UNIVERSAL SITE SERVICES	00490927	21017151	FY 2020-21 SWEEPING SERVICES F	Convention Cnt Maintenance Dis	2,251.00

**Fund Code** 

Electric Utility

Construction

**Amount Paid** 

0.00

Payment No: 64	9807					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021		00490237	138425	CHANGE ORDER #1: ADDITIONAL FU	Special Liability Insurance	11,136.00
				Total for Payment No.:		11,136.00
Payment No: 00	2340					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/30/2021	NAVIA BENEFIT SOLUTIONS, INC	00490119	03/07/21-03/20/21	BIWEEKLY NAVIA BENEFIT B2106	Payroll Liability&ClearingAcct	3,969.13
03/30/2021	NAVIA BENEFIT SOLUTIONS, INC	00490119	03/07/21-03/20/21	BIWEEKLY NAVIA BENEFIT B2106	Payroll Liability&ClearingAcct	7,035.06
				Total for Payment No.:		11,004.19
Payment No: 01	8876					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	EPM POWER & WATER SOLUTIONS	00490060	8115622	PN# 1C31201G03 - PMOD ASSY, SE	Electric Utility	10,993.37
				Total for Payment No.:		10,993.37
Payment No: 01	9011					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KIMBERLY DAVEY	00490632	A-002	Contractor payment for classes	General Fund	10,896.24
				Total for Payment No.:		10,896.24
Payment No: 64	9836					

**Payment Date** 

04/01/2021

**Vendor Name** 

ITRON INC

Voucher No.

00489677

Invoice No.

584431

Description

MV-90 XI TCP-IP SINGLE PC ELEC

04/01/2021	ITRON INC	00489677	584431	MV-90 XI BASE SINGLE PC 2020	Electric Utility Construction	693.02
04/01/2021	ITRON INC	00489677	584431	MV-90 XI SINGLE PC 500 METER	Electric Utility Construction	10,162.49
				Total for Payment No.:		10,855.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ALMADEN PRESS INC	00489547	148962-1	PROP 218 WATER RATE- NEWSLETTR	Solid Waste Program	10,660.00
				Total for Payment No.:		10,660.00

#### Payment No: 018873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	EA MACHINING INC	00489413	R21-SBGR-0103	SMA BUSI GRANT; 15886-12; 3390	Elec OperatingGrant Trust Fund	10,000.00
03/26/2021	EA MACHINING INC	00489414	R21-SLR-0142	LTG REBATE; 16391-07;16392-04;	Elec OperatingGrant Trust Fund	620.45
				Total for Payment No.:		10,620.45

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	METROPOLITAN PLANNING GROUP	00489951	2002117	2200 CALLE DE LUNA THRU 8/31	Planning Div-Prefund PlanRview	271.25
03/26/2021	METROPOLITAN PLANNING GROUP	00489952	2002118	5185 LAFAYETTE THRU 8/31	Planning Div-Prefund PlanRview	736.25
03/26/2021	METROPOLITAN PLANNING GROUP	00489953	2002119	2263 CALLE DEL MUNDO -8/31	Planning Div-Prefund PlanRview	1,278.75
03/26/2021	METROPOLITAN PLANNING GROUP	00489954	2002139	2200 CALLE DE LUNA THRU 9/30	Planning Div-Prefund PlanRview	38.75
03/26/2021	METROPOLITAN PLANNING GROUP	00489955	2002140	5185 LAFAYETTE	Planning Div-Prefund PlanRview	1,162.50
03/26/2021	METROPOLITAN PLANNING GROUP	00489956	2002141	2263 CALLE DEL MUNDO THRU 9/30	Planning Div-Prefund PlanRview	581.25
03/26/2021	METROPOLITAN PLANNING GROUP	00489957	2002173	2200 CALLE DE LUNA THRU 10/31	Planning Div-Prefund	116.25

					PlanRview	
03/26/2021	METROPOLITAN PLANNING GROUP	00489958	2002174	5185 LAFAYETTE THRU 10/31	Planning Div-Prefund PlanRview	775.00
03/26/2021	METROPOLITAN PLANNING GROUP	00489959	2002175	2263 CALLE DEL MUNDO TO 10/31	Planning Div-Prefund PlanRview	3,177.50
03/26/2021	METROPOLITAN PLANNING GROUP	00489960	2002240	2200 CALLE DE LUNA THRU 11/30	Planning Div-Prefund PlanRview	38.75
03/26/2021	METROPOLITAN PLANNING GROUP	00489961	2002241	5185 LAFAYETTE	Planning Div-Prefund PlanRview	348.75
03/26/2021	METROPOLITAN PLANNING GROUP	00489962	2002242	2263 CALLE DEL MUNDO TO 11/30	Planning Div-Prefund PlanRview	1,472.50
03/26/2021	METROPOLITAN PLANNING GROUP	00489963	2002281	2200 CALLE DE LUNA THRU 12/31	Planning Div-Prefund PlanRview	116.25
03/26/2021	METROPOLITAN PLANNING GROUP	00489964	2002282	5185 LAFAYETTE THRU 12/31	Planning Div-Prefund PlanRview	387.50
				Total for Payment No.:		10,501.25

<b>Payment</b>	No-	649832
rayillelli	INO.	043032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	HIGHLIGHT SOLAR	00489684	2021-LISG-021	LOW IN SOLAR REB;ACCT 50456-02	Elec OperatingGrant Trust Fund	10,500.00
				Total for Payment No.:		10,500.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	MANUFACTURERS EDGE, INC	00490425	SIN116934	PN# 10-25707-X40008-2851P - PA	Electric Utility	9,581.10
04/01/2021	MANUFACTURERS EDGE, INC	00490425	SIN116934	ESTIMATED SHIPPING COST	Electric Utility	693.36
				Total for Payment No.:		10,274.46

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PRISM	00490962	21401369	QTR PYMNT APR 2021-JUN 2021	Payroll Liability&ClearingAcct	10,107.24
				Total for Payment No.:		10,107.24

Payment No: 01	8983
Payment Date	Ven

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PREFERRED BENEFIT	00490957	EIA39889	VISION PREMIUMS APR 2021	Payroll Liability&ClearingAcct	10,038.80
				Total for Payment No.:		10,038.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	NORTHPOINT VENTURES INC	00489420	R21-SBGR-0135	SM BUSI GRANT; 72176-04 1800 D	Elec OperatingGrant Trust Fund	10,000.00
				Total for Payment No.:		10,000.00

# Payment No: 649879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	WEST COAST CODE CONSULTANTS INC	00490409	221-02-004-03	AGREEMENT FOR SERVICES TO PERF	General Fund	9,900.00
				Total for Payment No.:		9,900.00

## Payment No: 649855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	PG&E	00489678	0007989889-6	COO NONRULE 2 LES/230KV MAR21	Electric Utility	3,231.16
04/01/2021	PG&E	00489679	0007989888-8	COO 115KV NRS (TFA) MAR21	Electric Utility	6,600.59
				Total for Payment No.:		9,831.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021		00490288	519606	CHANGE ORDER #2: ADDITIONAL FU	Special Liability Insurance	9,789.02
				Total for Payment No.:		9.789.02

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	WATERWORKS INDUSTRIES, INC	00490269	14100	MONROE ST BALL FOUNTAIN MAINTE	Downtown Parking Maintenance D	75.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490269	14100	SPANISH FOUNTAIN MAINTENANCE &	Downtown Parking Maintenance D	75.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490269	14100	CIVIC CENTER PARK FOUNTAIN MAI	General Fund	150.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490269	14100	CITY HALL FOUNTAIN MAINTENANCE	General Fund	160.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490270	14229	MONROE ST BALL FOUNTAIN MAINTE	Downtown Parking Maintenance D	600.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490270	14229	SPANISH FOUNTAIN MAINTENANCE &	Downtown Parking Maintenance D	600.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490270	14229	CIVIC CENTER PARK FOUNTAIN MAI	General Fund	1,200.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490270	14229	CITY HALL FOUNTAIN MAINTENANCE	General Fund	1,280.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490271	13780	AS-NEEDED REPAIRS AND SERVICE	Downtown Parking Maintenance D	1,878.15
04/01/2021	WATERWORKS INDUSTRIES, INC	00490272	14230	MONROE ST BALL FOUNTAIN MAINTE	Downtown Parking Maintenance D	600.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490272	14230	SPANISH FOUNTAIN MAINTENANCE &	Downtown Parking Maintenance D	600.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490272	14230	CIVIC CENTER PARK FOUNTAIN MAI	General Fund	1,200.00
04/01/2021	WATERWORKS INDUSTRIES, INC	00490272	14230	CITY HALL FOUNTAIN MAINTENANCE	General Fund	1,280.00
				Total for Payment No.:		9,698.15

Payment No: 650036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	DC TAPPING SERVICES INC	00490910	002	YEAR 2 OF 5 (2/5/20-2/4/21)	Water Utility	9,625.00
				Total for Payment No.:		9,625.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SOLARWINDS	00490913	IN515960	SolarWinds Network Performance	Information Technology Service	4,343.00
04/09/2021	SOLARWINDS	00490913	IN515960	SolarWinds Virtualization Mana	Information Technology Service	2,744.00
04/09/2021	SOLARWINDS	00490913	IN515960	SolarWinds IP Address Manager	Information Technology Service	1,058.00
04/09/2021	SOLARWINDS	00490913	IN515960	SolarWinds Web Performance Mon	Information Technology Service	1,743.00
04/09/2021	SOLARWINDS	00490913	IN515960	Customer Loyalty Campaign disc	Information Technology Service	-395.52
				Total for Payment No.:		9,492.48

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FLYERS ENERGY LLC	00489539	21-283555	MOBIL JET OIL II	Electric Utility	8,114.26
03/26/2021	FLYERS ENERGY LLC	00489539	21-283555	MOBIL PEGASUS 805 ULTRA	Electric Utility	1,090.37
03/26/2021	FLYERS ENERGY LLC	00489539	21-283555	CA MOTOR OIL TAX	Electric Utility	8.25
03/26/2021	FLYERS ENERGY LLC	00489539	21-283555	CALIFORNIA RECYCLING FEE (TAX)	Electric Utility	39.60
03/26/2021	FLYERS ENERGY LLC	00489539	21-283555	SC COUNTY TRANSIT TAX	Electric Utility	151.08
03/26/2021	FLYERS ENERGY LLC	00489539	21-283555	REGULATORY COMPLIANCE FEE(TAX)	Electric Utility	6.95
				Total for Payment No.:		9,410.51

Payment No: 649674

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	U.S. BANK	00490118	03/07/21-03/20/21	BIWKLY PAYROLL DED PARS B2106	Fringe Benefits	9,083.00
				Total for Payment No.:		9,083.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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04/01/2021	EJ PIRES TRUCKING INC	00490242	99006-B	TRUCKING AND HAULING SERVICES-	Water Utility	7,604.95
04/01/2021	EJ PIRES TRUCKING INC	00490242	99006-B	TRUCKING & HAULING SERVICES -	Sewer Utility	1,342.05
				Total for Payment No.:		8,947.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	THE MECHANICS BANK	00490249	1772MAR2021	ESCROW AGREEMENT FOR THE REED	Parks And Recreation	8,880.91
				Total for Payment No.:		8,880.91

#### Payment No: 649752

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SSA LANDSCAPE ARCHITECTS, INC	00490043	6996	AGREEMENT FOR DESIGN PROFESSIO	Parks And Recreation	3,312.00
03/26/2021	SSA LANDSCAPE ARCHITECTS, INC	00490046	7007	AGREEMENT FOR DESIGN PROFESSIO	Parks And Recreation	5,564.50
				Total for Payment No.:		8,876.50

#### Payment No: 019005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GRANITE CONSTRUCTION CO	00490196	1973347	ASPHALT- HOMESTEAD & WOODHM	General Fund	112.62
04/09/2021	GRANITE CONSTRUCTION CO	00490199	1973963	ASPHALT- CHRISTPHR CT	General Fund	2,036.07
04/09/2021	GRANITE CONSTRUCTION CO	00490200	1974345	ASPHALT- MILES CT	General Fund	2,181.76
04/09/2021	GRANITE CONSTRUCTION CO	00490201	1975367	ASPHALT- CHRISTOPHR CT	General Fund	1,940.44
04/09/2021	GRANITE CONSTRUCTION CO	00490202	1976989	ASPHALT- MARIETTA CT	General Fund	1,687.49
04/09/2021	GRANITE CONSTRUCTION CO	00490203	1977228	ASPHALT- PERMIT GAP&MT VIEW AL	General Fund	813.36
				Total for Payment No.:		8,771.74

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	U.S. BANK	00490963	03/21/21-04/03/21	BIWKLY PAYROLL DED PARS B2107	Fringe Benefits	8,730.99
				Total for Payment No.:		8,730.99
Payment No: 64	19681					

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	AT&T CALNET	00489535	000016083217	BAN: 9391015175 1/25-2/24/21	Electric Utility	8,674.43
				Total for Payment No.:		8,674.43

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	AT&T CALNET	00490305	000016226784	BAN: 9391015175 2/25-3/24/21	Electric Utility	8,549.75
				Total for Payment No.:		8,549.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00487069	4496919-00	SUPPLIES-P&B	General Fund	77.94
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489827	4571429-00	RAINBIRD INLINE VALVE	General Fund	158.16
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489828	4553596-00	RAINBIRD BLUETOOTH CONTROL	General Fund	527.15
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489933	4531075-00	RAINBIRD INLINE VALVE	General Fund	117.02
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489934	4547999-01	MALE ADA PTER SCH80 PVC	General Fund	12.33
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489935	4489834-00	RAINBIRD CONTROLLER	General Fund	3,695.36
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489936	4493269-00	PROMAX REMOTE CABLE EXTENSIONS	General Fund	17.71
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489937	4497643-00	RAINBIRD ROTOR POP UP	General Fund	374.27
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489938	4501533-00	FEMALE ADAPTER SCH80 PVC	General Fund	66.72
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489939	4505209-00	SLIPFIX	General Fund	64.48
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489940	4506918-00	3M TAPE DISPENSER	General Fund	117.85
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489941	4508252-00	RAINBIRD CONTROLLER	General Fund	1,058.02

04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489993	4534928-00	RAINBIRD ROTOR POP-UP	General Fund	229.72
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489995	4535872-00	MALE ADA PTER SCH80 PVC	General Fund	97.03
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489996	4536721-00	TOOL OVER THE SOCK RAINBOOT	General Fund	19.60
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00489998	4536789-00	RAINBIRD BRASS INLINE VALVE	General Fund	181.13
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490000	4537222-00	REDWOOD STAKE	General Fund	20.01
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490003	4539654-00	FTGUNION 2" SCH80 UNION	General Fund	131.42
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490005	4541965-00	MALE ADAPTER SCH80 PVC	General Fund	11.58
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490007	4544445-00	RAINBIRD 5004 PLUS PRS PC SAM	General Fund	138.89
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490009	4546502-00	RAINBIRD ROTOR POP UP PART	General Fund	501.53
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490010	4547657-00	FTGUNION 2" SCH80 UNION	General Fund	294.19
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490012	4547999-00	NIPS80 2" X CLO SCH80 TBE NIPP	General Fund	11.29
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490013	4553353-00	VBCARSON & RAINBIRD COUPLER	General Fund	78.35
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490015	4557604-00	ASAHI 2" TRUE UNION BV PVC	General Fund	236.00
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490018	4564273-00	BRASS 3/4" HOSE WSHERS	General Fund	103.21
04/09/2021	IMPERIAL SPRINKLER SUPPLY INC	00490020	4564503-00	VALVE STD 3/4 PVC BALL	General Fund	98.31
				Total for Payment No.:		8,439.27

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ENERGY PROJECT SOLUTIONS LLC	00489976	2021.473	10 LOCATING TRIPS (DBTS)	Electric Utility	1,480.28
03/26/2021	ENERGY PROJECT SOLUTIONS LLC	00489976	2021.473	DOT PIPELINE MANAGEMENT (EXTEN	Electric Utility	6,900.00
				Total for Payment No.:		8.380.28

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	MINASIAN, SPRUANCE, BABER,	00490182	4733MAR2021	2020 ANNUAL PYMT BLACK BUTTE	Electric Utility	3,335.38
04/01/2021	MINASIAN, SPRUANCE, BABER,	00490182	4733MAR2021	2020 ANNUAL PYMT STONY GORGE	Electric Utility	5,003.51
				Total for Payment No.:		8,338.89

Pav	/ment	No.	01	8949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	INGRAM LIBRARY SERVICES INC	00489528	51892596	1241 AD BK	General Fund	1,059.00
04/01/2021	INGRAM LIBRARY SERVICES INC	00489528	51892596	1231 JUV BK	General Fund	1,517.47
04/01/2021	INGRAM LIBRARY SERVICES INC	00489528	51892596	1232 YA BK	General Fund	149.53
04/01/2021	INGRAM LIBRARY SERVICES INC	00489529	51892611	1235 AD/JUV/YA BK	General Fund	603.58
04/01/2021	INGRAM LIBRARY SERVICES INC	00489530	51892627	1233 JUV BK	General Fund	345.76
04/01/2021	INGRAM LIBRARY SERVICES INC	00490068	52017362	1241 AD BK	General Fund	1,708.63
04/01/2021	INGRAM LIBRARY SERVICES INC	00490068	52017362	1231 JUV BK	General Fund	1,864.87
04/01/2021	INGRAM LIBRARY SERVICES INC	00490068	52017362	1232 YA BK	General Fund	129.91
04/01/2021	INGRAM LIBRARY SERVICES INC	00490069	52017378	1235 AD/JUV/YA BK	General Fund	602.90
04/01/2021	INGRAM LIBRARY SERVICES INC	00490070	52017394	1233 JUV BK	General Fund	301.38
				Total for Payment No.:		8,283.03

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
8,270.10	Convention Cnt Maintenance Dis	SCCC SPACE FRAME CLEAN	21479	00489708	SWA SERVICES GROUP	04/01/2021
8,270.10		Total for Payment No.:				

#### Payment No: 018933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021		00490285	19913	CHANGE ORDER #1 ADD FUNDS PER	Housing Successor	8,225.00
				Total for Payment No.:		8,225.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TRI-TECHNIC, INC	00489068	20203-006	FAIRVIEW SUBSTATION ADDITION	Electric Utility Construction	8,400.00

04/09/2021	TRI-TECHNIC, INC	00489068	20203-006	RETENTION	Electric Utility Construction	-420.00

Total for Payment No.:

7,980.00

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FAST UNDERCAR SANTA CLARA	00489210	221323	PARTS-V#3179	Fleet Operation Fund	119.80
03/26/2021	FAST UNDERCAR SANTA CLARA	00489213	221620	CREDIT- CORE RETURNED	Fleet Operation Fund	-287.76
03/26/2021	FAST UNDERCAR SANTA CLARA	00489214	221628	PARTS-V#3208	Fleet Operation Fund	65.01
03/26/2021	FAST UNDERCAR SANTA CLARA	00489216	222135	PARTS-V#2958	Fleet Operation Fund	38.29
03/26/2021	FAST UNDERCAR SANTA CLARA	00489314	216034	BATTERIES- WATER OPERATNS	Water Utility	277.49
03/26/2021	FAST UNDERCAR SANTA CLARA	00489314	216034	CA BATTERY FEE- WATER OPERATNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489315	216035	BATTERIES-WATER OPERATNS	Water Utility	149.13
03/26/2021	FAST UNDERCAR SANTA CLARA	00489315	216035	CA BATTERY FEE- WATER OPERTNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489316	216050	BATTERY- WATER OPERATNS	Water Utility	440.27
03/26/2021	FAST UNDERCAR SANTA CLARA	00489316	216050	CA BATTERY FEE- WATER OPRNTS	Water Utility	4.00
03/26/2021	FAST UNDERCAR SANTA CLARA	00489317	216053	BATTERIES- WATER OPERATNS	Water Utility	221.02
03/26/2021	FAST UNDERCAR SANTA CLARA	00489317	216053	CA BATTERY FEE- WATER OPERATNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489318	216070	BATTERIES- WATER OPERATNS	Water Utility	528.56
03/26/2021	FAST UNDERCAR SANTA CLARA	00489318	216070	CA BATTERY FEE- WATER OPERATNS	Water Utility	1.09
03/26/2021	FAST UNDERCAR SANTA CLARA	00489319	216071	BATTERIES- WATER OPERATNS	Water Utility	1,057.12
03/26/2021	FAST UNDERCAR SANTA CLARA	00489319	216071	CA BATTERY FEE- WATER OPERATNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489320	216072	BATTERIES- WATER OPERATNS	Water Utility	1,057.12
03/26/2021	FAST UNDERCAR SANTA CLARA	00489320	216072	CA BATTERY FEE- WATER OPERTNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489321	216073	BATTERIES- WATER OPERATNS	Water Utility	1,057.12
03/26/2021	FAST UNDERCAR SANTA CLARA	00489321	216073	CA BATTERY FEE- WATER OPERTNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489322	216074	BATTERIES- WATER OPERATNS	Water Utility	1,057.12

03/26/2021	FAST UNDERCAR SANTA CLARA	00489322	216074	CA BATTERY FEE- WATER OPERTNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489323	216075	BATTERIES- WATER OPERATNS	Water Utility	1,057.12
03/26/2021	FAST UNDERCAR SANTA CLARA	00489323	216075	CA BATTERY FEE- WATER OPERATNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489324	223370	BATTERIES- WATER OPERATNS	Water Utility	277.49
03/26/2021	FAST UNDERCAR SANTA CLARA	00489324	223370	CA BATTERY FEE- WATER OPERTNS	Water Utility	2.18
03/26/2021	FAST UNDERCAR SANTA CLARA	00489325	225004	PARTS-V#3195	Fleet Operation Fund	78.20
03/26/2021	FAST UNDERCAR SANTA CLARA	00489326	225115	PARTS-V#3180	Fleet Operation Fund	132.01
03/26/2021	FAST UNDERCAR SANTA CLARA	00489552	225536	PARTS-V#3164	Fleet Operation Fund	48.88
03/26/2021	FAST UNDERCAR SANTA CLARA	00489553	225907	PARTS-STOCK	Fleet Operation Fund	139.38
03/26/2021	FAST UNDERCAR SANTA CLARA	00489554	226203	PARTS-V#2667	Fleet Operation Fund	107.04
03/26/2021	FAST UNDERCAR SANTA CLARA	00489554	226203	CA BATTERY FEE- NONTXBL V#2667	Fleet Operation Fund	1.09
03/26/2021	FAST UNDERCAR SANTA CLARA	00489555	226755	PARTS-V#3107	Fleet Operation Fund	119.80
03/26/2021	FAST UNDERCAR SANTA CLARA	00489556	226820	PARTS-V#2965	Fleet Operation Fund	129.48
03/26/2021	FAST UNDERCAR SANTA CLARA	00489557	227688	PARTS-V#3084	Fleet Operation Fund	71.38
				Total for Payment No.:		7,966.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021		00490260	20663MAR2021A	PERS ADVANCE FOR MAR 2021	Workers Compensation	7,952.83
				Total for Payment No.:		7,952.83

Payment No: 649839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	KH SCOTT & ASSOCIATES LLC	00489791	320	CFC/CBC KEY CHANGES TRAINING	General Fund	7,700.00
				Total for Payment No.:		7,700.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	NV5 INC	00489762	202228	2021 FEB SERRA TANK RHB DESIGN	Water Utility Construction	7,540.50
				Total for Payment No.:		7,540.50

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	REED & GRAHAM INC	00489878	983097	SPECPATCH	General Fund	1,966.50
04/09/2021	REED & GRAHAM INC	00490214	995520	EMULSION- TRENCH WORK	General Fund	241.88
04/09/2021	REED & GRAHAM INC	00490643	995708	COLD MIX & BASE ROCK	Water Utility Construction	774.60
04/09/2021	REED & GRAHAM INC	00490643	995708	COLD MIX & BASE ROCK	Water Utility	309.84
04/09/2021	REED & GRAHAM INC	00490643	995708	COLD MIX & BASE ROCK	Electric Utility Construction	387.31
04/09/2021	REED & GRAHAM INC	00490643	995708	COLD MIX & BASE ROCK	Sewer Utility	77.46
04/09/2021	REED & GRAHAM INC	00490649	994596	COLD MIX & BASE ROCK	Water Utility Construction	251.58
04/09/2021	REED & GRAHAM INC	00490649	994596	COLD MIX & BASE ROCK	Water Utility	100.63
04/09/2021	REED & GRAHAM INC	00490649	994596	COLD MIX & BASE ROCK	Electric Utility Construction	125.79
04/09/2021	REED & GRAHAM INC	00490649	994596	COLD MIX & BASE ROCK	Sewer Utility	25.16
04/09/2021	REED & GRAHAM INC	00490656	994597	COLD MIX & BASE ROCK	Water Utility Construction	785.22
04/09/2021	REED & GRAHAM INC	00490656	994597	COLD MIX & BASE ROCK	Water Utility	314.10
04/09/2021	REED & GRAHAM INC	00490656	994597	COLD MIX & BASE ROCK	Electric Utility Construction	392.61
04/09/2021	REED & GRAHAM INC	00490656	994597	COLD MIX & BASE ROCK	Sewer Utility	78.52
04/09/2021	REED & GRAHAM INC	00490657	995485	COLD MIX & BASE ROCK	Water Utility Construction	743.93
04/09/2021	REED & GRAHAM INC	00490657	995485	COLD MIX & BASE ROCK	Water Utility	297.57
04/09/2021	REED & GRAHAM INC	00490657	995485	COLD MIX & BASE ROCK	Electric Utility Construction	371.96
04/09/2021	REED & GRAHAM INC	00490657	995485	COLD MIX & BASE ROCK	Sewer Utility	74.39
				Total for Payment No.:		7,319.05

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ACT ENVIRO	00490191	324903	NON-PCB TRANSFORMER OIL	Electric Utility	200.00
04/09/2021	ACT ENVIRO	00490191	324903	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	149.40
04/09/2021	ACT ENVIRO	00490191	324903	MANIFEST FEE	Electric Utility	35.00
04/09/2021	ACT ENVIRO	00490191	324903	1.5 HR TANKER DRIVER OT 3/4/21	Electric Utility	214.50
04/09/2021	ACT ENVIRO	00490191	324903	8 HR TANKER DRIVER 3/4/21	Electric Utility	760.00
04/09/2021	ACT ENVIRO	00490191	324903	PPE GEAR LEVEL D	Electric Utility	8.00
04/09/2021	ACT ENVIRO	00490191	324903	WASH OUT FEE	Electric Utility	650.00
04/09/2021	ACT ENVIRO	00490197	324956	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	48.08
04/09/2021	ACT ENVIRO	00490197	324956	4 HR CHEMIST 3/10/21	Electric Utility	268.00
04/09/2021	ACT ENVIRO	00490197	324956	SUPPLIES	Electric Utility	150.00
04/09/2021	ACT ENVIRO	00490197	324956	HAND PUMP LARGE	Electric Utility	50.00
04/09/2021	ACT ENVIRO	00490197	324956	PPE GEAR LEVEL D	Electric Utility	8.00
04/09/2021	ACT ENVIRO	00490197	324956	GEAR TRUCK (BOB TAIL) 3/10/21	Electric Utility	125.00
04/09/2021	ACT ENVIRO	00490204	324032A	ANALYTICALS	Electric Utility	1,500.00
04/09/2021	ACT ENVIRO	00490204	324032A	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	20.00
04/09/2021	ACT ENVIRO	00490205	326006	ANALYTICALS	Electric Utility	2,000.00
04/09/2021	ACT ENVIRO	00490205	326006	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	229.52
04/09/2021	ACT ENVIRO	00490205	326006	8 HR CHEMIST 3/17/21	Electric Utility	536.00
04/09/2021	ACT ENVIRO	00490205	326006	SUPPLIES	Electric Utility	150.00
04/09/2021	ACT ENVIRO	00490205	326006	HAND PUMP LARGE	Electric Utility	50.00
04/09/2021	ACT ENVIRO	00490205	326006	PPE GEAR LEVEL D	Electric Utility	8.00
04/09/2021	ACT ENVIRO	00490205	326006	GEAR TRUCK (BOB TAIL) 3/17/21	Electric Utility	125.00
				Total for Payment No.:		7,284.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	NEW IMAGE LANDSCAPE COMPANY	00489359	132838	CSC MONTHLY MAINTNCE-FEB 2021	General Fund	3,635.00
03/26/2021	NEW IMAGE LANDSCAPE COMPANY	00489359	132838	SVP MONTHLY MAINTNCE-FEB 2021	Electric Utility	3,000.00
03/26/2021	NEW IMAGE LANDSCAPE COMPANY	00489359	132838	DVR POWER STATN- MAINTNC FEB21	Electric Utility	600.00
				Total for Payment No.:		7,235.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	TARGET SPECIALTY PRODUCTS INC	00489438	INVP500351800	CHAMPION BLUEGRASS MIX- SEEDS	General Fund	726.78
03/26/2021	TARGET SPECIALTY PRODUCTS INC	00489439	INVP500385279	REWARD LANDSCAPE & AQUATIC	General Fund	430.55
03/26/2021	TARGET SPECIALTY PRODUCTS INC	00489439	INVP500385279	CADUAL TAX	General Fund	8.57
03/26/2021	TARGET SPECIALTY PRODUCTS INC	00489440	INVP500385278	LIFELINE HERBICIDE	General Fund	944.37
03/26/2021	TARGET SPECIALTY PRODUCTS INC	00489441	INVP500385269	BEST UMAXX	General Fund	3,171.57
03/26/2021	TARGET SPECIALTY PRODUCTS INC	00489442	INVP500370219	ESSENTIAL PLUS	General Fund	1,951.50
				Total for Payment No.:		7,233.34

Payment No: 650011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ADVOLOGIX.COM LLC	00490806	21-3157	AGREEMENT FOR SERVICES	General Fund	7,200.00
				Total for Payment No.:		7,200.00

Payment No: 019024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SAFEWAY SIGN CO	00489880	51170	SIGN- BLANKS	General Fund	7,122.61
				Total for Payment No.:		7,122.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	WASHINGTON TRUST BANK	00490113	03/07/21-03/20/21	WT:VEBA CONTRIB B2106	Fringe Benefits	7,055.27			
				Total for Payment No.:		7,055.27			
Payment No: 649814									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	CRESCO EQUIPMENT RENTALS	00490281	5216713-0009	EQUIPMENT RENTAL	Electric Utility	652.58			
04/01/2021	CRESCO EQUIPMENT RENTALS	00490281	5216713-0009	NON TAXABLE	Electric Utility	73.38			
04/01/2021	CRESCO EQUIPMENT RENTALS	00490282	5313217-0003	EQUIPMENT RENTAL	Electric Utility	5,450.00			
04/01/2021	CRESCO EQUIPMENT RENTALS	00490282	5313217-0003	NON TAXABLE	Electric Utility	744.50			
				Total for Payment No.:		6,920.46			
Payment No: 650023									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	BARTEL ASSOCIATES LLC	00490805	21-139	2020 ACTUARIAL VALUATION REPOR	General Fund	5,380.00			
04/09/2021	BARTEL ASSOCIATES LLC	00490805	21-139	COUNCIL PRESENTATION	General Fund	1,500.00			
				Total for Payment No.:		6,880.00			
Payment No: 01	8913								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021		00490028	45410	LEGAL SERVICES	General Fund	6,836.00			
				Total for Payment No.:		6,836.00			
Payment No: 01	8854								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	AFSCME COUNCIL 57	00490104	02/21/21-03/20/21	UNION DUES B2103 & B2104	Payroll Liability&ClearingAcct	6,834.30			
				Total for Payment No.:		6,834.30			

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021		00490819	1516390	CHANGE ORDER #3: ADDITIONAL FU	General Fund	6,730.00
				Total for Payment No.:		6,730.00

Payment No: 018982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PREFERRED BENEFIT	00490956	EIA39888	DENTAL INS PREMIUMS APR 2021	Payroll Liability&ClearingAcct	6,714.03
				Total for Payment No.:		6,714.03

## Payment No: 649746

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SANTA CLARA LIGHTING, INC.	00489435	20587	LED POLE TOP	General Fund	5,153.19
03/26/2021	SANTA CLARA LIGHTING, INC.	00489436	20575	SHOPLIGHT AND LIGHTBULBS	General Fund	377.14
03/26/2021	SANTA CLARA LIGHTING, INC.	00489588	20867	FRANKLIN SQRE- LIGHTS	Downtown Parking Maintenance D	316.26
03/26/2021	SANTA CLARA LIGHTING, INC.	00489654	20813	LIGHTBULBS	General Fund	195.55
03/26/2021	SANTA CLARA LIGHTING, INC.	00489655	20815	LIGHTBULBS	General Fund	205.90
03/26/2021	SANTA CLARA LIGHTING, INC.	00489656	20823	LIGHTBULBS	General Fund	465.43
				Total for Payment No.:		6,713.47

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC RECURRING CELL SERVICE	Information Technology Service	4,176.85
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC PD CELLULAR SERVICE	General Fund	450.00
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC STADIUM CELLULAR SERVIC	General Fund	39.12
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC CMO CELLULAR SERVICE	General Fund	111.02
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC PARKS CELLULAR SERVICE	General Fund	611.94

04/01/2021	T-MOBILE	00490390	95205865820201220	DEC WATER CELLULAR SERVICE	Sewer Utility	696.16
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC COUNCIL CELLULAR SERVICE	General Fund	70.20
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC CCD CELLULAR SERVICE	General Fund	326.00
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC HR CELLULAR SERVICE	General Fund	65.20
04/01/2021	T-MOBILE	00490390	95205865820201220	DEC DPW CELLULAR SERVICE	Sewer Utility	111.38
				Total for Payment No.:		6,657.87

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	YEI ENGINEERS, INC.	00490283	1735-23	AGREEMENT FOR DESIGN SVCS FOR	Public Buildings	4,429.79
04/01/2021	YEI ENGINEERS, INC.	00490284	1735-24	AGREEMENT FOR DESIGN SVCS FOR	Public Buildings	2,214.90
				Total for Payment No.:		6,644.69

Payment No: 018888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00489566	4542747-00	LANDSCAPING SUPPLIES	General Fund	62.38
03/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00489567	4544384-00	LANDSCAPING SUPPLIES	General Fund	50.64
03/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00489641	4411152-00	SUPERIOR 2 1/2" RCV	General Fund	720.51
03/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00489642	4508252-01	RAINBIRD CONTROLLER	General Fund	5,029.10
03/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00489643	4512850-00	SPRINKLER MAINTENANCE	General Fund	313.14
03/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00489644	4515604-00	COUPLING	General Fund	215.61
03/26/2021	IMPERIAL SPRINKLER SUPPLY INC	00489645	4526000-00	RAINBIRD INLINE VALVE	General Fund	205.30
				Total for Payment No.:		6,596.68

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CHANG INCOME PROPERTY	00490675	17400-04 Utility Refund	UTILITY REFUND	General Fund	2,188.98
04/09/2021	CHANG INCOME PROPERTY	00490676	17405-04 Utility Refund	UTILITY REFUND	General Fund	1,436.80

04/09/2021	CHANG INCOME PROPERTY	00490677	17407-04 Utility Refund	UTILITY REFUND	General Fund	2,921.48
				Total for Payment No.:		6,547.26
Payment No: 64	19709					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	GLOBAL RENTAL CO	00489390	3605777	2019 INTL4300 3/9/21-4/5/21	Electric Utility	3,706.00
03/26/2021	GLOBAL RENTAL CO	00489421	3603599	2019 FORD F550 MAR21	Electric Utility Construction	2,725.00
				Total for Payment No.:		6,431.00
Payment No: 01	9012					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KOFFLER	00490809	0097401-IN	LABOR	Electric Utility	4,590.00
04/09/2021	KOFFLER	00490809	0097401-IN	MATERIALS	Electric Utility	1,776.71
				Total for Payment No.:		6,366.71
Payment No: 64	19863					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	SOCCER INNOVATIONS	00490250	00018277	Team Shelter	General Fund	6,209.88
04/01/2021	SOCCER INNOVATIONS	00490250	00018277	Shipping	General Fund	35.48
				Total for Payment No.:		6,245.36
Payment No: 64	19660					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CSG CONSULTANTS INC	00489411	35575	NIGHT WORK DLC PERMIT 17339	General Fund	6,160.00
				Total for Payment No.:		6,160.00
Payment No: 01	8947					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

04/01/2021	IMPERIAL SPRINKLER SUPPLY INC	00490280	4561065-00	Rainbird 12-Station Mod for Es	General Fund	1,765.80				
04/01/2021	IMPERIAL SPRINKLER SUPPLY INC	00490280	4561065-00	Rainbird 12 Sta Controller Er	General Fund	4,361.52				
				Total for Payment No.:		6,127.32				
Payment No: 00	Payment No: 002334									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	General Fund	689.11				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	Information Technology Service	7.81				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	Fleet Operation Fund	69.05				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	Electric Utility	6,823.77				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	Cemetery	23.22				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	Other City Dept Op Grant Fund	309.79				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	Police Operating Grant Fund	12.24				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	General Fund	-1,924.91				
03/22/2021	CA DEPT OF TAX & FEE ADMIN	00489144	FEBRUARY2021	DD:SALES & USE TAX FEB21	Cemetery	49.67				
				Total for Payment No.:		6,059.75				
Payment No: 65	0074									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	NEWGEN STRATEGIES	00490210	10990	RATES, COST OF SVC ANALYSIS	Electric Utility	6,015.00				
				Total for Payment No.:		6,015.00				
Payment No: 00	Payment No: 002338									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	STATE DISBURSEMENT UNIT	00490116	03/07/21-03/20/21	WAGE ATTACHMENTS B2106	Payroll Liability&ClearingAcct	6,011.37				
				Total for Payment No.:		6,011.37				

Payment No: 65	50066					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MICHAEL LYNCH	00490723	1002	SALES CONSULTING SVCS FEBRUARY	Deposit Funds.	6,000.00
				Total for Payment No.:		6,000.00
Payment No: 64	19825					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	FIRSTTWO, INC	00489490	1409	FirstTwo Yearly 03/21-02/22	General Fund	6,000.00
				Total for Payment No.:		6,000.00
Payment No: 00	2347					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	STATE DISBURSEMENT UNIT	00490979	03/21/21-04/03/21	WAGE ATTACHMENTS B2107	Payroll Liability&ClearingAcct	5,976.76
				Total for Payment No.:		5,976.76
Payment No: 64	9700					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	EDELMAN CORP	00489550	215623	CAMERA REPLACEMENT	General Fund	5,923.00
				Total for Payment No.:		5,923.00
Payment No: 65	50076					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	OEM PARTS NETWORK INC	00490810	188048	PN# 9299M96G07 HPT STAGE 1 BOR	Electric Utility	5,899.01
				Total for Payment No.:		5,899.01

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

04/09/2021	M R DILLINGHAM	00490722	13761	Additional Services - Dog Park	Parks And Recreation	4,077.50
04/09/2021	M R DILLINGHAM	00490722	13761	Contingency & Reimbursables 1.	Parks And Recreation	1,575.00
				Total for Payment No.:		5,652.50
Payment No: 64	9687					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	BAYSHORE SAFETY & INDUSTRIAL	00489980	5548	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	3,660.77
03/26/2021	BAYSHORE SAFETY & INDUSTRIAL	00490034	5425	SOLVENT, CABLE CLEANER, AEROSO	Electric Utility	1,922.76
				Total for Payment No.:		5,583.53
Payment No: 01	8972					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	RWG (REPAIR & OVERHAULS) USA, INC.	00490398	011875	PN# 23033462-02 - BOLT	Electric Utility	496.92
04/01/2021	RWG (REPAIR & OVERHAULS) USA, INC.	00490398	011875	PN# 23006614 - TOT THERMACOUPL	Electric Utility	2,103.75
04/01/2021	RWG (REPAIR & OVERHAULS) USA, INC.	00490398	011875	PN# 6848574 - NUT	Electric Utility	519.03
04/01/2021	RWG (REPAIR & OVERHAULS) USA, INC.	00490398	011875	PN# 6871805 - FILTER ASSY	Electric Utility	2,312.36
				Total for Payment No.:		5,432.06
Payment No: 01	9016					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	LINNEA SHEEHY	00490633	2030	Contractor Payment for Classes	General Fund	5,382.68
				Total for Payment No.:		5,382.68
Payment No: 64	9838					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

04/01/2021	KBS RADIANCE INC	00489824	R21-SBGR-0114	SM BUSI LTG REBATE; 64557-01  Total for Payment No.:	Elec OperatingGrant Trust Fund	5,372.50 5,372.50
Payment No: 01	8931					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BOUNDTREE MEDICAL LLC	00489780	83951912	MEDICAL SUPPLIES	General Fund	546.46
04/01/2021	BOUNDTREE MEDICAL LLC	00489781	83953485	MEDICAL SUPPLIES	General Fund	4,441.37
04/01/2021	BOUNDTREE MEDICAL LLC	00489782	83966972	MEDICAL SUPPLIES	General Fund	227.68
04/01/2021	BOUNDTREE MEDICAL LLC	00489783	83968806	MEDICAL SUPPLIES (NO TAX)	General Fund	67.72
04/01/2021	BOUNDTREE MEDICAL LLC	00489784	83968807	MEDICAL SUPPLIES	General Fund	17.98

BOUNDTREE MEDICAL LLC

00489785

04/01/2021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	VERTIGIS NORTH AMERICA LTD	00489924	#IN-VGNA-00000829	Geocortex Essentials Standard	Information Technology Service	5,305.00
				Total for Payment No.:		5,305.00

MEDICAL SUPPLIES

Total for Payment No.:

General Fund

58.76

5,359.97

83970597

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	R & B CO	00489965	S1991994.002	VALVE, GATE, MJ 6IN CI, RESILI	Water Utility Construction	1,129.59
03/26/2021	R & B CO	00489965	S1991994.002	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	552.11
03/26/2021	R & B CO	00489965	S1991994.002	BOX, TRAFFIC VALVE, G5	Water Utility Construction	1,257.54
03/26/2021	R & B CO	00489965	S1991994.002	G5 LID TUG05	Water Utility Construction	471.53
03/26/2021	R & B CO	00489965	S1991994.002	BEND, 45 DEGREES, 8IN, MJ, CL	Water Utility Construction	725.33

03/26/2021	R & B CO	00489965	S1991994.002	BEND, 45 DEGREES, 6IN, MJ, CL	Water Utility Construction	358.29			
03/26/2021	R & B CO	00489965	S1991994.002	REDUCERS, MJ, 8IN X 6IN, CL, D	Water Utility Construction	423.76			
03/26/2021	R & B CO	00489965	S1991994.002	TEE, MJ, 8IN X 8IN, CL, DI, C-	Water Utility Construction	314.93			
				Total for Payment No.:		5,233.08			
Payment No: 64	19834								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
-				·					
04/01/2021	ICE US OTC COMMODITY MARKETS LLC	00489758	0221000868088	ENERGY BROKER COMM FEB21	Electric Utility	5,203.97			
				Total for Payment No.:		5,203.97			
Payment No: 65	50012								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	AIR DIMENSIONS INC	00484883	529385	PN# M152-BT-CA1 DOUBLE HEAD M-	Electric Utility	3,813.49			
04/09/2021	AIR DIMENSIONS INC	00484883	529385	PN# 11305 - KIT REPAIR, MINI T	Electric Utility	1,281.44			
				Total for Payment No.:		5,094.93			
Payment No: 01	18989								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	ANIXTER INC.	00490854	4839295-00	WIRE, GUY, 3/8IN GALV. STEEL,	Water Utility	1,602.30			
04/09/2021	ANIXTER INC.	00490854	4839295-00	WIRE, GUY, 7/16IN GALV. STEEL,	Water Utility	1,547.80			
04/09/2021	ANIXTER INC.	00490871	4880115-00	CONNECTOR, OH, AUTO, FULLTEN,	Electric Utility	775.21			
04/09/2021	ANIXTER INC.	00490889	4867960-00	TERMINAL, LUG, 2 HOLE PAD, COM	Electric Utility	1,132.73			
				Total for Payment No.:		5,058.04			
Payment No: 01	Payment No: 019020								

Voucher No.

Invoice No.

Description

**Fund Code** 

**Amount Paid** 

Payment Date Vendor Name

04/09/2021	PITNEY BOWES	00490078	8977MAR2021	POSTAGE	General Fund	5,017.00			
				Total for Payment No.:		5,017.00			
Payment No: 649842									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	LN CURTIS & SONS	00489690	INV469758	LETTER PATCH DESCHAMPS	Fire Department	147.94			
04/01/2021	LN CURTIS & SONS	00489691	INV449175COR	TURNOUT JACKET & PANTS RESTANI	Fire Department	3,448.76			
04/01/2021	LN CURTIS & SONS	00489692	INV442382	BRASS EXPANSION RING	General Fund	87.74			
04/01/2021	LN CURTIS & SONS	00489789	INV450971	TYVEK COVERALLS - COVID19	Other City Dept Op Grant Fund	1,323.40			
				Total for Payment No.:		5,007.84			
Payment No: 65	0041								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	FITCH RATINGS	00490125	7119069361	RELATIONSHIP FEE APR21-MAR22	Electric Utility	5,000.00			
				Total for Payment No.:		5,000.00			
Payment No: 64	9751								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	SILICON VALLEY BICYCLE COALITION	00489408	1132	SPONSOR BIKE TO WORK MAY2021	Electric Utility	5,000.00			
				Total for Payment No.:		5,000.00			
Payment No: 01	8959								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021		00490163	401855	LEGAL SERVICE - ADDITIOANAL EN	Related Santa Clara Dvlpr Fund	637.95			
04/01/2021		00490164	401854	LEGAL SERVICE - ADDITIOANAL EN	Related Santa Clara Dvlpr Fund	2,376.00			
04/01/2021		00490165	400815	LEGAL SERVICE - ADDITIOANAL EN	Related Santa Clara Dvlpr Fund	1,008.00			

04/01/2021		00490287	397587	LEGAL SERVICES	General Government - Other	864.00
				Total for Payment No.:		4,885.95
Payment No: 01	18915					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	STAR CONSTRUCTION, INC	00490055	7	AGREEMENT FOR THE HOMERIDGE PA	Parks And Recreation	5,000.00
03/26/2021	STAR CONSTRUCTION, INC	00490055	7	RETENTION	Parks And Recreation	-250.00
				Total for Payment No.:		4,750.00
Payment No: 64	19897					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SYNERGETIC CONSULTING INC	00489021	21-0703	PWP TM App Services Feb	General Fund	2,501.25
04/09/2021	SYNERGETIC CONSULTING INC	00490929	21-0708	Application Supprt 3/1-3/31/21	General Fund	2,185.00
				Total for Payment No.:		4,686.25
Payment No: 01	8980					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	INTL FIREFIGHTERS LOCAL 1171	00490954	03/07/21-04/03/21	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,536.00
				Total for Payment No.:		4,536.00
Payment No: 01	8925					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ACT ENVIRO	00489666	322964	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
04/01/2021	ACT ENVIRO	00489666	322964	8 HR LABOR CHEMIST 2/24/21	Electric Utility	536.00
04/01/2021	ACT ENVIRO	00489666	322964	SUPPLIES	Electric Utility	150.00
04/01/2021	ACT ENVIRO	00489666	322964	HAND PUMP LARGE	Electric Utility	50.00
04/01/2021	ACT ENVIRO	00489666	322964	PPE GEAR LEVEL D	Electric Utility	8.00

04/01/2021	ACT ENVIRO	00489666	322964	GEAR TRUCK (BOB TAIL) 2/24/21	Electric Utility	125.00
04/01/2021	ACT ENVIRO	00489667	323689	TURBINE JET WASH WATER	Electric Utility	235.00
04/01/2021	ACT ENVIRO	00489667	323689	55 GAL RECON METAL DRUM UN1A2	Electric Utility	479.60
04/01/2021	ACT ENVIRO	00489667	323689	OILY DEBRIS	Electric Utility	495.00
04/01/2021	ACT ENVIRO	00489667	323689	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	143.80
04/01/2021	ACT ENVIRO	00489667	323689	MANIFEST FEE	Electric Utility	70.00
04/01/2021	ACT ENVIRO	00489667	323689	2.5 HR LABOR DRIVER 3/1/21	Electric Utility	167.50
04/01/2021	ACT ENVIRO	00489667	323689	PPE GEAR LEVEL D	Electric Utility	8.72
04/01/2021	ACT ENVIRO	00489667	323689	EMPTY TOTES FOR DISPOSAL	Electric Utility	200.00
04/01/2021	ACT ENVIRO	00489667	323689	TRANSPORTATION 55 GALLON	Electric Utility	132.00
04/01/2021	ACT ENVIRO	00489667	323689	TRANSPORTATION FEE MISC ITEMS	Electric Utility	50.00
04/01/2021	ACT ENVIRO	00489675	324032	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	69.52
04/01/2021	ACT ENVIRO	00489675	324032	8 HR LABOR CHEMIST 3/3/21	Electric Utility	536.00
04/01/2021	ACT ENVIRO	00489675	324032	SUPPLIES	Electric Utility	150.00
04/01/2021	ACT ENVIRO	00489675	324032	HAND PUMP LARGE	Electric Utility	50.00
04/01/2021	ACT ENVIRO	00489675	324032	PPE GEAR LEVEL D	Electric Utility	8.00
04/01/2021	ACT ENVIRO	00489675	324032	GEAR TRUCK (BOB TAIL) 3/3/21	Electric Utility	125.00
04/01/2021	ACT ENVIRO	00489676	324122	USED OIL	Electric Utility Construction	275.00
04/01/2021	ACT ENVIRO	00489676	324122	ENVIRONMENTAL SERVICE CHARGE	Electric Utility Construction	43.76
04/01/2021	ACT ENVIRO	00489676	324122	MANIFEST FEE	Electric Utility Construction	30.00
04/01/2021	ACT ENVIRO	00489676	324122	2 HR LABOR DRIVER 3/3/21	Electric Utility Construction	134.00
04/01/2021	ACT ENVIRO	00489676	324122	PPE GEAR LEVEL D	Electric Utility Construction	8.00
04/01/2021	ACT ENVIRO	00489676	324122	TRANSPORTATION TOTE	Electric Utility Construction	100.00
				Total for Payment No.:		4,449.42

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	REED & GRAHAM INC	00490143	985610	COLD MIX & BASE ROCK	Water Utility Construction	1,326.38
04/01/2021	REED & GRAHAM INC	00490143	985610	COLD MIX & BASE ROCK	Water Utility	530.55
04/01/2021	REED & GRAHAM INC	00490143	985610	COLD MIX & BASE ROCK	Electric Utility Construction	663.19
04/01/2021	REED & GRAHAM INC	00490143	985610	COLD MIX & BASE ROCK	Sewer Utility	132.64
04/01/2021	REED & GRAHAM INC	00490144	992913	COLD MIX & BASE ROCK	Water Utility Construction	326.69
04/01/2021	REED & GRAHAM INC	00490144	992913	COLD MIX & BASE ROCK	Water Utility	130.68
04/01/2021	REED & GRAHAM INC	00490144	992913	COLD MIX & BASE ROCK	Electric Utility Construction	163.35
04/01/2021	REED & GRAHAM INC	00490144	992913	COLD MIX & BASE ROCK	Sewer Utility	32.66
04/01/2021	REED & GRAHAM INC	00490146	991247	COLD MIX & BASE ROCK	Water Utility Construction	561.87
04/01/2021	REED & GRAHAM INC	00490146	991247	COLD MIX & BASE ROCK	Water Utility	224.74
04/01/2021	REED & GRAHAM INC	00490146	991247	COLD MIX & BASE ROCK	Electric Utility Construction	280.93
04/01/2021	REED & GRAHAM INC	00490146	991247	COLD MIX & BASE ROCK	Sewer Utility	56.19
				Total for Payment No.:		4,429.87

Payment No: 649734

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PACIFIC PRODUCTS AND SERVICES	00489586	28182	FLAT PLATES SIGN MOUNT	General Fund	4,346.50
				Total for Payment No.:		4,346.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BATEMAN SENIOR MEALS	00490506	INV4650004762	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	4,199.68
				Total for Payment No.:		4,199.68

Pav	/ment	No:	649	856
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	PUBLIC OUTDOOR LLC	00490289	U174	Ping Pong Table	Parks And Recreation	3,801.38
04/01/2021	PUBLIC OUTDOOR LLC	00490289	U174	Delivery	Parks And Recreation	347.50
				Total for Payment No.:		4,148.88

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BATEMAN SENIOR MEALS	00490277	INV4650004727	ADDITIONAL ENCUMBRANCE (OVERAG	Park and Rec Opr GrantTst Fund	4,123.52
				Total for Payment No.:		4,123.52

### Payment No: 649833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	HYDROSCIENCE ENGINEERS INC	00490396	316002020	AS-NEEDED SERVICES	Water Utility Construction	3,937.50
				Total for Payment No.:		3,937.50

### Payment No: 649713

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021		00490019	1286789	LEGAL SERVICES	Special Liability Insurance	3,881.25
				Total for Payment No.:		3,881.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T MOBILITY	00489606	287286334235X03192021	FIRE DEPT WIRELESS	General Fund	3,678.17
04/01/2021	AT&T MOBILITY	00489606	287286334235X03192021	EMERGENCY SVCS WIRELESS	General Fund	138.44
04/01/2021	AT&T MOBILITY	00489606	287286334235X03192021	STREET DEPT WIRELESS	General Fund	49.53
				Total for Payment No.:		3,866.14

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	GENEVIEVE ALTWER LMFT	00489792	689	BEHAVIORAL COUNSELING - #129	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489793	701	BEHAVIORAL COUNSELING - #125	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489794	713	BEHAVIORAL COUNSELING - #127	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489795	673	BEHAVIORAL COUNSELING - #125	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489796	657	BEHAVIORAL COUNSELING - #657	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489797	678	BEHAVIORAL COUNSELING - #678	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489798	711	BEHAVIORAL COUNSELING - #119	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489799	720	BEHAVIORAL COUNSELING - #720	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489800	687	BEHAVIORAL COUNSELING - #687	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489808	679	BEHAVIORAL COUNSELING - #119	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489809	659	BEHAVIORAL COUNSELING - #119	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489810	703	BEHAVIORAL COUNSELING - #117	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489811	677	BEHAVIORAL COUNSELING - #117	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489812	653	BEHAVIORAL COUNSELING - #117	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489813	646	BEHAVIORAL COUNSELING - #115	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489814	686	BEHAVIORAL COUNSELING - #115	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489815	667	BEHAVIORAL COUNSELING - #115	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489816	674	BEHAVIORAL COUNSELING - #111	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489817	714	BEHAVIORAL COUNSELING - #111	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489820	702	BEHAVIORAL COUNSELING - #105	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489821	690	BEHAVIORAL COUNSELING - #101	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489822	651	BEHAVIORAL COUNSELING - #111	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489823	666	BEHAVIORAL COUNSELING - #105	General Fund	160.00
04/01/2021	GENEVIEVE ALTWER LMFT	00489825	644	BEHAVIORAL COUNSELING - #101	General Fund	160.00
				Total for Payment No.:		3,840.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GLOBAL RENTAL CO	00490138	3610500	RENT FREIGHTLINER M2-106 APR21	Electric Utility	3,815.00
				Total for Payment No.:		3,815.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	GLOBAL RENTAL CO	00489945	3608885	RENT FREIGHTLINER M2-106 APR21	Electric Utility	3,815.00
				Total for Payment No.:		3,815.00

Payment No: 649788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ADT COMMERCIAL LLC	00489696	138849613	CENTRAL SPRINKLER LABOR	General Fund	2,176.00
04/01/2021	ADT COMMERCIAL LLC	00489696	138849613	CENTRAL SPRINKLER PARTS	General Fund	829.36
04/01/2021	ADT COMMERCIAL LLC	00489697	138736114	PD	General Fund	495.00
04/01/2021	ADT COMMERCIAL LLC	00489698	138734593	1900 WALSH ANNUAL FIRE ALARM	General Fund	231.75
				Total for Payment No.:		3,732.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	FAST UNDERCAR SANTA CLARA	00489858	228608	PARTS-V#2849	Fleet Operation Fund	48.88
04/09/2021	FAST UNDERCAR SANTA CLARA	00489859	228999	PARTS-V#3202	Fleet Operation Fund	299.30
04/09/2021	FAST UNDERCAR SANTA CLARA	00489860	229115	PARTS-V#3202	Fleet Operation Fund	295.54
04/09/2021	FAST UNDERCAR SANTA CLARA	00489861	229271	CREDIT- V#2965	Fleet Operation Fund	-35.97
04/09/2021	FAST UNDERCAR SANTA CLARA	00489862	229387	PARTS V#2865	Fleet Operation Fund	195.75
04/09/2021	FAST UNDERCAR SANTA CLARA	00489863	229388	PARTS-STOCK	Fleet Operation Fund	120.92
04/09/2021	FAST UNDERCAR SANTA CLARA	00489864	229556	PARTS-V#3211	Fleet Operation Fund	119.42
04/09/2021	FAST UNDERCAR SANTA CLARA	00489864	229556	PARTS-V#3477	Fleet Operation Fund	65.29
04/09/2021	FAST UNDERCAR SANTA CLARA	00489865	229842	PARTS-V#3266	Fleet Operation Fund	132.01

04/09/2021	FAST UNDERCAR SANTA CLARA	00490220	226691	BATTERY- V#3427	Fleet Operation Fund	1,057.12
04/09/2021	FAST UNDERCAR SANTA CLARA	00490220	226691	CA BATTERY- V#3427 NONTXBL	Fleet Operation Fund	2.18
04/09/2021	FAST UNDERCAR SANTA CLARA	00490221	226692	BATTERY- V#3422	Fleet Operation Fund	959.02
04/09/2021	FAST UNDERCAR SANTA CLARA	00490221	226692	CA BATTERY- V#3422 NONTXBL	Fleet Operation Fund	2.18
04/09/2021	FAST UNDERCAR SANTA CLARA	00490222	231455	BATTERY- V#3210	Fleet Operation Fund	126.33
04/09/2021	FAST UNDERCAR SANTA CLARA	00490223	232180	PARTS- V#3512	Fleet Operation Fund	299.30
04/09/2021	FAST UNDERCAR SANTA CLARA	00490224	232493	PARTS- SVAC7	Fleet Operation Fund	33.83
				Total for Payment No.:		3,721.10

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	LINCOLN AQUATICS	00489432	36021897	MURIATIC ACID	General Fund	896.63
03/26/2021	LINCOLN AQUATICS	00489432	36021897	PESTICIDE ASSESSMENT	General Fund	51.90
03/26/2021	LINCOLN AQUATICS	00489433	36021896	LIQUID CHLORINE	General Fund	295.39
03/26/2021	LINCOLN AQUATICS	00489433	36021896	PESTICIDE ASSESSMENT	General Fund	42.65
03/26/2021	LINCOLN AQUATICS	00489434	36021895	LIQUID CHLORINE	General Fund	1,598.81
03/26/2021	LINCOLN AQUATICS	00489434	36021895	PESTICIDE ASSESSMENT	General Fund	64.12
03/26/2021	LINCOLN AQUATICS	00489648	36022695	MURIATIC ACID	General Fund	637.65
03/26/2021	LINCOLN AQUATICS	00489648	36022695	PESTICIDE ASSESSMEMT	General Fund	48.33
				Total for Payment No.:		3,635.48

Payment No: 649821

Payment Da	te Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	EDELMAN CORP	00489694	215624	Camera Replacement - CPL	General Fund	1,185.00
04/01/2021	EDELMAN CORP	00489695	215625	Camera Replacement - NS	General Fund	2,370.00
				Total for Payment No.:		3,555.00

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

04/09/2021	RING POWER CORPORATION	00490128	44LU06645156	EQPMNT RNTL PULLER 3/2 TO 3/29	Electric Utility Construction	3,468.00
				Total for Payment No.:		3,468.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	UNIVERSAL SITE SERVICES	00490095	21009776	SWEEPING - FRANKLIN SQUARE	Downtown Parking Maintenance D	2,067.00
03/26/2021	UNIVERSAL SITE SERVICES	00490096	21014645	SWEEPING - FRANKLIN SQUARE	Downtown Parking Maintenance D	415.00
03/26/2021	UNIVERSAL SITE SERVICES	00490097	21014647	SWEEPING - TASMAN PARKING GARA	General Fund	900.00
				Total for Payment No.:		3,382.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CINTAS CORP #630	00489548	4077005333	STREET RENTALS	General Fund	347.92
03/26/2021	CINTAS CORP #630	00489548	4077005333	FLEET RENTALS	Fleet Operation Fund	209.68
03/26/2021	CINTAS CORP #630	00489548	4077005333	SAFEWASHR MOBL SRV- TXBL	Fleet Operation Fund	31.03
03/26/2021	CINTAS CORP #630	00489549	4078340823	STREET RENTALS	General Fund	285.32
03/26/2021	CINTAS CORP #630	00489549	4078340823	FLEET RENTALS	Fleet Operation Fund	207.92
03/26/2021	CINTAS CORP #630	00489549	4078340823	SAFEWASHR MOBL SRVC-TXBL	Fleet Operation Fund	31.03
03/26/2021	CINTAS CORP #630	00489966	4077685861	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	234.71
03/26/2021	CINTAS CORP #630	00489967	4071094445	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	16.29
03/26/2021	CINTAS CORP #630	00489968	4077685817	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	603.50
03/26/2021	CINTAS CORP #630	00489969	4076295654	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
03/26/2021	CINTAS CORP #630	00489970	4075030418	LAUNDRY SERVICE FY20/21	Electric Utility	35.85

				SVP FR		
03/26/2021	CINTAS CORP #630	00489971	4075688136	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
03/26/2021	CINTAS CORP #630	00489972	4077004456	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
03/26/2021	CINTAS CORP #630	00489973	4077255287	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	325.78
03/26/2021	CINTAS CORP #630	00489974	4076564744	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	330.00
03/26/2021	CINTAS CORP #630	00489979	4078340509	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	603.50
				Total for Payment No.:		3,370.08

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
3,300.00	Electric Utility	REFUND AA FIBER LEASE 50%	31780MAR20	00489680	PALO ALTO NETWORKS, INC.	04/01/2021
3.300.00		Total for Payment No.:				

Payment No: 018945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	GRANITE ROCK CO #29145	00490147	1289580	SAND	Water Utility Construction	659.96
04/01/2021	GRANITE ROCK CO #29145	00490147	1289580	SAND	Water Utility	494.98
04/01/2021	GRANITE ROCK CO #29145	00490147	1289580	SAND	Electric Utility Construction	1,649.91
04/01/2021	GRANITE ROCK CO #29145	00490147	1289580	SAND	Water Utility	329.98
04/01/2021	GRANITE ROCK CO #29145	00490147	1289580	SAND	Sewer Utility	164.99
				Total for Payment No.:		3,299.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
03/26/2021	JOHANNA JEAN MARCHEL	00489511	221/112-5096917-3401007	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	269.63		
03/26/2021	JOHANNA JEAN MARCHEL	00489511	221/112-5096917-3401007	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	17.22		
03/26/2021	JOHANNA JEAN MARCHEL	00489512	222	JANITORIAL 881 MARTIN APR2021	Electric Utility	2,753.62		
03/26/2021	JOHANNA JEAN MARCHEL	00489512	222	JANITORIAL 881 MARTIN ARP2021	Elec OperatingGrant Trust Fund	175.76		
03/26/2021	JOHANNA JEAN MARCHEL	00489514	223	JANITOR 881 MARTIN MAR21 FRIG	Electric Utility	75.20		
03/26/2021	JOHANNA JEAN MARCHEL	00489514	223	JANITOR 881 MARTIN MAR21 FRIG	Elec OperatingGrant Trust Fund	4.80		
				Total for Payment No.:		3,296.23		
Payment No: 019	9015							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	LINCOLN AQUATICS	00489834	36023013	COMMERCIAL THERMAL BLANKETS	General Fund	3,264.24		
				Total for Payment No.:		3,264.24		
Payment No: 650	0058							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	LEVEL 3 COMMUNICATIONS LLC	00464331	R15-CPR-0017-5	CNTRLS PGM 5TH PYMT 62194-1	Elec OperatingGrant Trust Fund	3,209.49		
				Total for Payment No.:		3,209.49		
Payment No: 018927								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		

POLICE - UPGRADE FIRE ALARM

AGNEW CEMETERY

Total for Payment No.:

General Fund

Cemetery

2,882.00

318.05

3,200.05

Payment No: 649877

ALL GUARD ALARM SYSTEMS INC

ALL GUARD ALARM SYSTEMS INC

00490401

00490402

J26214

S104880

04/01/2021

04/01/2021

04/01/2021	WATERPROOFING ASSOC	00489735	7334	SENIOR CENTER REPAIR JOINT	General Fund	1,210.00				
04/01/2021	WATERPROOFING ASSOC	00489736	46313	NORTHSIDE LIB SEALING	General Fund	1,980.00				
				Total for Payment No.:		3,190.00				
Payment No: 01	8922									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	WAXIE SANITARY SUPPLY	00489660	79864089	HAND TOWELS AND HAND WASH	General Fund	3,172.04				
				Total for Payment No.:		3,172.04				
Payment No: 64	Payment No: 649800									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/01/2021	BANK UP CORP	00490265	4453	OUTSOURCE CASH RECEIPTS	General Fund	3,157.47				
				Total for Payment No.:		3,157.47				
Doument No. CE	Payment No: 650029									
Payment No: 65	00029									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
-		<b>Voucher No.</b> 00490507	Invoice No. 2570	Description ADMINISTRATIVE ASSISTANCE	Fund Code  Deposit Funds.	Amount Paid 643.50				
Payment Date	Vendor Name			-						
<b>Payment Date</b> 04/09/2021	Vendor Name CALIFORNIA PEOPLE SEARCH INC	00490507	2570	ADMINISTRATIVE ASSISTANCE	Deposit Funds.	643.50				
Payment Date 04/09/2021 04/09/2021	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC	00490507 00490508	2570 2582	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE	Deposit Funds.  Deposit Funds.	643.50 792.00				
Payment Date 04/09/2021 04/09/2021 04/09/2021	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC	00490507 00490508 00490509	2570 2582 2589	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE	Deposit Funds.  Deposit Funds.  Deposit Funds.	643.50 792.00 792.00				
Payment Date 04/09/2021 04/09/2021 04/09/2021	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC	00490507 00490508 00490509	2570 2582 2589	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE	Deposit Funds.  Deposit Funds.  Deposit Funds.	643.50 792.00 792.00 841.50				
Payment Date 04/09/2021 04/09/2021 04/09/2021	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC	00490507 00490508 00490509	2570 2582 2589	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE	Deposit Funds.  Deposit Funds.  Deposit Funds.	643.50 792.00 792.00 841.50				
Payment Date 04/09/2021 04/09/2021 04/09/2021 04/09/2021	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC	00490507 00490508 00490509	2570 2582 2589	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE	Deposit Funds.  Deposit Funds.  Deposit Funds.	643.50 792.00 792.00 841.50				
Payment Date 04/09/2021 04/09/2021 04/09/2021 04/09/2021	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC	00490507 00490508 00490509 00490510	2570 2582 2589 2586	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE Total for Payment No.:	Deposit Funds.  Deposit Funds.  Deposit Funds.  Deposit Funds.	643.50 792.00 792.00 841.50 3,069.00				
Payment Date 04/09/2021 04/09/2021 04/09/2021 04/09/2021  Payment No: 01 Payment Date	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  Wendor Name	00490507 00490508 00490509 00490510 Voucher No.	2570 2582 2589 2586	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE Total for Payment No.:  Description	Deposit Funds. Deposit Funds. Deposit Funds. Deposit Funds.	643.50 792.00 792.00 841.50 3,069.00				
Payment Date 04/09/2021 04/09/2021 04/09/2021 04/09/2021  Payment No: 01 Payment Date 03/26/2021	Vendor Name  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  CALIFORNIA PEOPLE SEARCH INC  8900  Vendor Name  MT TIRE SERVICE	00490507 00490508 00490509 00490510 <b>Voucher No.</b> 00489332	2570 2582 2589 2586 Invoice No. 15803	ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE ADMINISTRATIVE ASSISTANCE Total for Payment No.:  Description LABOR-V#3365 WO#129828	Deposit Funds. Deposit Funds. Deposit Funds. Deposit Funds.  Fund Code Fleet Operation Fund	643.50 792.00 792.00 841.50 3,069.00 Amount Paid 35.00				

**Payment Date** 

**Vendor Name** 

Voucher No.

Invoice No.

Description

**Fund Code** 

**Amount Paid** 

03/26/2021	MT TIRE SERVICE	00489336	16025	LABOR-V#3345 WO#129888	Fleet Operation Fund	25.00
03/26/2021	MT TIRE SERVICE	00489337	14505	TIRE- V#3104 WO#129914	Fleet Operation Fund	1,011.52
03/26/2021	MT TIRE SERVICE	00489337	14505	TIRE TAX- V#3104 WO#129914	Fleet Operation Fund	7.00
03/26/2021	MT TIRE SERVICE	00489337	14505	LABOR-V#3104 WO#129914	Fleet Operation Fund	100.00
03/26/2021	MT TIRE SERVICE	00489338	14507	TIRE-V#3076 WO#129907	Fleet Operation Fund	390.22
03/26/2021	MT TIRE SERVICE	00489338	14507	TIRE TAX- V#3076 WO#129907	Fleet Operation Fund	3.50
03/26/2021	MT TIRE SERVICE	00489338	14507	LABOR-V#3076 WO#129907	Fleet Operation Fund	50.00
03/26/2021	MT TIRE SERVICE	00489573	14449	LABOR-FLEET SERVICE	Fleet Operation Fund	120.00
03/26/2021	MT TIRE SERVICE	00489575	16035	TIRE- V#3274 WO#129980	Fleet Operation Fund	321.55
03/26/2021	MT TIRE SERVICE	00489575	16035	TIRE TAXES-V#3274 WO#129980	Fleet Operation Fund	6.19
03/26/2021	MT TIRE SERVICE	00489575	16035	LABOR-V#3274 WO#129980	Fleet Operation Fund	30.00
03/26/2021	MT TIRE SERVICE	00489576	16044	LABOR-V#2695 WO#129936	Fleet Operation Fund	145.00
03/26/2021	MT TIRE SERVICE	00489576	16044	PARTS-V#2695 WO#129936	Fleet Operation Fund	601.68
03/26/2021	MT TIRE SERVICE	00489576	16044	TIRE TAX- V#2695 WO#129936	Fleet Operation Fund	3.50
				Total for Payment No.:		3,035.16

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	MAKAI SOLUTIONS	00489330	1804	PARTS-SHOP	Fleet Operation Fund	313.92
03/26/2021	MAKAI SOLUTIONS	00489330	1804	LABOR- SHOP	Fleet Operation Fund	900.00
03/26/2021	MAKAI SOLUTIONS	00489572	1818	PARTS-SHOP	Fleet Operation Fund	960.23
03/26/2021	MAKAI SOLUTIONS	00489572	1818	LABOR	Fleet Operation Fund	839.09
				Total for Payment No.:		3,013.24

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	BAY AREA AIR QUALITY	00489989	285MAR2021	VIOLATIONS NOV 57224 & 57225	Electric Utility	3,000.00
				Total for Payment No.:		3,000.00

<b>Payment</b>	No:	010002	,
Pavment	NO:	019002	

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GE SUPPLY	00490811	21562933	PN# 235A5134P004 - HEATER, TUB	Electric Utility	2,260.40
04/09/2021	GE SUPPLY	00490811	21562933	PN# 158A3783P020 - TEMP WELL	Electric Utility	637.21
				Total for Payment No.:		2,897.61
				Total for Payment No.:		2,897.61

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	STATEN SOLAR CORPORATION	00490247	21042	CONTRACT FOR THE PHOTOVOLTAIC	Library	2,999.46
04/01/2021	STATEN SOLAR CORPORATION	00490247	21042	RETENTION	Library	-149.97
				Total for Payment No.:		2,849.49

### Payment No: 018975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	THERMAL MECHANICAL INC	00489709	81385	PD HVAC PM	General Fund	2,831.00
				Total for Payment No.:		2,831.00

### Payment No: 650083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PW STEPHENS ENVIRONMENTAL INC	00490092	42-40290	ASBESTOS REMOVAL - ROBERTSON	H.U.D Capital Projects	2,830.00
04/09/2021	PW STEPHENS ENVIRONMENTAL INC	00490092	42-40290	ROBERTSON - 10016	H.U.D Capital Projects	2,830.00
04/09/2021	PW STEPHENS ENVIRONMENTAL INC	00490092	42-40290	ROBERTSON - 10016	H.U.D Capital Projects	-2,830.00
				Total for Payment No.:		2,830.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CSG CONSULTANTS INC	00489410	35574	NIGHT WORK DLC PERMIT 17339	General Fund	2,800.00
				Total for Payment No.:		2,800.00

Pav	ment	No:	649731
rav	meni	INO.	049/31

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	OCLC INC	00489673	1000105963	CATALOG & METADATA	General Fund	2,788.04
				Total for Payment No.:		2,788.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	W-TRANS	00490238	25673	AGREEMENT FOR WARBURTON AVE/CI	General Fund	135.00
04/01/2021	W-TRANS	00490239	25734	AGREEMENT FOR WARBURTON AVE/CI	General Fund	2,650.00
				Total for Payment No.:		2,785.00

### Payment No: 018961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	NALCO CO	00489767	6600201686	PERMACLEAN PC-11 3/15/21	Electric Utility	2,741.35
04/01/2021	NALCO CO	00489767	6600201686	TRANSPORTATION/ENERGY FEE	Electric Utility	16.35
				Total for Payment No.:		2,757.70

Payment Date         Vendor Name         Voucher No.         Invoice No.         Description         Fund Code         Amount Paid           04/01/2021         CINTAS CORP #630         00489759         4078340594         2021 MAR WATER UNIFORM SERVICE         Sewer Utility         308.03           04/01/2021         CINTAS CORP #630         00489759         4078340594         2021 MAR WATER UNIFORM SERVICE         Sewer Utility         308.03           04/01/2021         CINTAS CORP #630         00490383         4077685963         LAUNDRY SERVICE FY20/21 SVP FR         Electric Utility         105.71           04/01/2021         CINTAS CORP #630         00490384         4077912749         LAUNDRY SERVICE FY20/21 SVP FR         Electric Utility         655.78           04/01/2021         CINTAS CORP #630         00490386         4078340548         LAUNDRY SERVICE FY20/21 SVP FR         Electric Utility         105.71	,						
04/01/2021         CINTAS CORP #630         00489759         4078340594         2021 MAR WATER UNIFORM SERVICE         Sewer Utility         308.03           04/01/2021         CINTAS CORP #630         00490383         4077685963         LAUNDRY SERVICE FY20/21 SVP FR         Electric Utility         105.71           04/01/2021         CINTAS CORP #630         00490384         4077912749         LAUNDRY SERVICE FY20/21 SVP FR         Electric Utility         655.78           04/01/2021         CINTAS CORP #630         00490386         4078340548         LAUNDRY SERVICE FY20/21         Electric Utility         105.71	Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021         CINTAS CORP #630         00490383         4077685963         LAUNDRY SERVICE FY20/21 SVP FR         Electric Utility         105.71           04/01/2021         CINTAS CORP #630         00490384         4077912749         LAUNDRY SERVICE FY20/21 SVP FR         Electric Utility         655.78           04/01/2021         CINTAS CORP #630         00490386         4078340548         LAUNDRY SERVICE FY20/21         Electric Utility         105.71	04/01/2021	CINTAS CORP #630	00489759	4078340594		Water Utility	308.04
FY20/21 SVP FR  04/01/2021 CINTAS CORP #630 00490384 4077912749 LAUNDRY SERVICE FY20/21 SVP FR  04/01/2021 CINTAS CORP #630 00490386 4078340548 LAUNDRY SERVICE Electric Utility 655.78  FY20/21 SVP FR	04/01/2021	CINTAS CORP #630	00489759	4078340594		Sewer Utility	308.03
FY20/21 SVP FR  04/01/2021 CINTAS CORP #630 00490386 4078340548 LAUNDRY SERVICE Electric Utility 105.71 FY20/21	04/01/2021	CINTAS CORP #630	00490383	4077685963	FY20/21	Electric Utility	105.71
FY20/21	04/01/2021	CINTAS CORP #630	00490384	4077912749	FY20/21	Electric Utility	655.78
	04/01/2021	CINTAS CORP #630	00490386	4078340548	FY20/21	Electric Utility	105.71

04/01/2021	CINTAS CORP #630	00490387	4078560116	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	330.00
04/01/2021	CINTAS CORP #630	00490388	4078979464	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	603.50
04/01/2021	CINTAS CORP #630	00490389	4078979565	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	234.71
04/01/2021	CINTAS CORP #630	00490391	9105859817	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	104.34
				Total for Payment No.:		2,755.82

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CINTAS CORP #630	00489845	4075125221	CHEMICALS - LICK MILL	General Fund	41.05
04/09/2021	CINTAS CORP #630	00490036	4074921687	UNIFORMS	General Fund	381.21
04/09/2021	CINTAS CORP #630	00490036	4074921687	SANIS BOWL	General Fund	4.51
04/09/2021	CINTAS CORP #630	00490038	1901934119	UNIFORM	General Fund	235.18
04/09/2021	CINTAS CORP #630	00490038	1901934119	FREIGHT	General Fund	15.96
04/09/2021	CINTAS CORP #630	00490041	1901938961	UNFORM	General Fund	58.79
04/09/2021	CINTAS CORP #630	00490041	1901938961	FREIGHT	General Fund	3.99
04/09/2021	CINTAS CORP #630	00490042	4075504876	UIFORM	General Fund	364.69
04/09/2021	CINTAS CORP #630	00490042	4075504876	SANIS BOWL CLIP	General Fund	4.51
04/09/2021	CINTAS CORP #630	00490044	4076199307	UIFORMS	General Fund	653.59
04/09/2021	CINTAS CORP #630	00490044	4076199307	SANIS BOWL CLIP	General Fund	4.51
04/09/2021	CINTAS CORP #630	00490045	4076821720	UNIFORM	General Fund	358.71
04/09/2021	CINTAS CORP #630	00490045	4076821720	SANIS BOWL CLIP	General Fund	4.57
04/09/2021	CINTAS CORP #630	00490172	4078979516	2021 MAR WATER UNIFORM SERVICE	Water Utility	311.67
04/09/2021	CINTAS CORP #630	00490172	4078979516	2021 MAR WATER UNIFORM SERVICE	Sewer Utility	311.66
				Total for Payment No.:		2,754.60

Payment	No:	649735
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19735					
Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
PACIFIC WATER ART INC	00489919	63762	ADDITIONAL REPAIRS AND CONTING	Convention Cnt Maintenance Dis	1,055.00
PACIFIC WATER ART INC	00489920	65304	ADDITIONAL REPAIRS AND CONTING	Convention Cnt Maintenance Dis	1,656.00
			Total for Payment No.:		2,711.00
50082					
Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
PURETEC INDUSTRIAL WATER	00490634	1864966	LABOR	Electric Utility	2,534.52
PURETEC INDUSTRIAL WATER	00490634	1864966	MATERIALS	Electric Utility	124.37
			Total for Payment No.:		2,658.89
18859					
Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
PUBLIC SAFETY NON-SWORN	00490107	02/21/21-03/20/21	UNION DUES B2103 & B2104	Payroll Liability&ClearingAcct	2,650.00
			Total for Payment No.:		2,650.00
19875					
Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
V&A CONSULTING ENGINEERS	00490408	19874	SANITARY SEWER SYSTEM INFLOW A	Sewer Utility Construction	2,609.00
			Total for Payment No.:		2,609.00
8908					
Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
PG&E	00489423	6960110313-3 MAR2021	GAS TRANSPORT GIANERA FEB21	Electric Utility	2,591.88
			Total for Payment No.:		2,591.88
5 1	Vendor Name PACIFIC WATER ART INC  PACIFIC WATER ART INC  50082  Vendor Name PURETEC INDUSTRIAL WATER PURETEC INDUSTRIAL WATER PURETEC INDUSTRIAL WATER  8859  Vendor Name PUBLIC SAFETY NON-SWORN  9875  Vendor Name V&A CONSULTING ENGINEERS  8908  Vendor Name	Vendor Name PACIFIC WATER ART INC PACIFIC WATER ART INC  PACIFIC WATER ART INC  O0489920  O082  Vendor Name PURETEC INDUSTRIAL WATER PURETEC INDUSTRIAL WATER PURETEC INDUSTRIAL WATER PUBLIC SAFETY NON-SWORN  O0490634  Voucher No. PUBLIC SAFETY NON-SWORN  O0490107  O0490408  8908 Vendor Name Voucher No. V&A CONSULTING ENGINEERS  O0490408	Vendor Name         Voucher No.         Invoice No.           PACIFIC WATER ART INC         00489919         63762           PACIFIC WATER ART INC         00489920         65304           650082         Vendor Name         Voucher No.         Invoice No.           PURETEC INDUSTRIAL WATER         00490634         1864966           PURETEC INDUSTRIAL WATER         00490634         1864966           8859         Vendor Name         Voucher No.         Invoice No.           PUBLIC SAFETY NON-SWORN         00490107         02/21/21-03/20/21           9875         Vendor Name         Voucher No.         Invoice No.           V8A CONSULTING ENGINEERS         00490408         19874           8908         Vendor Name         Voucher No.         Invoice No.	Vendor Name       Voucher No.       Invoice No.       Description         PACIFIC WATER ART INC       00489919       63762       ADDITIONAL REPAIRS AND CONTING Total for Payment No.:         40082       CONTING Total for Payment No.:         60082       Vendor Name       Voucher No.       Invoice No.       Description         PURETEC INDUSTRIAL WATER       00490634       1864968       LABOR         PURETEC INDUSTRIAL WATER       00490634       1864968       MATERIALS         Total for Payment No.:       Total for Payment No.:         8859       Vendor Name       Voucher No.       Invoice No.       Description         PUBLIC SAFETY NON-SWORN       00490107       02/21/21-03/20/21       UNION DUES B2103 & B2104         Total for Payment No.:       Total for Payment No.:       19875         Vendor Name       Voucher No.       Invoice No.       Description         V&A CONSULTING ENGINEERS       00490408       19874       SANITARY SEWER SYSTEM INFLOW A Total for Payment No.:         8808       Vendor Name       Voucher No.       Invoice No.       Description         PO&E       0489423       6960110313-3 MAR2021       GAS TRANSPORT GIANERA FEB21	PACIFIC WATER ART INC         00489919         63762         ADDITIONAL REPAIRS AND CONTING         Convention Cnt Maintenance Dis Maintenance Dis Maintenance Dis CONTING           PACIFIC WATER ART INC         00489920         65304         ADDITIONAL REPAIRS AND CONTING Maintenance Dis CONTING Maintenance Dis Total for Payment No.:         Maintenance Dis Maintenance Dis CONTING Mai

Pav	/ment	No-	01	8929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	APPLIED POWER TECHNOLOGIES INC	00489683	13348-12	MO. EPMS MAINT SRV FEB2021	Electric Utility	2,530.33
				Total for Payment No.:		2,530.33

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BAKER & TAYLOR BOOKS	00489522	Cl238870	1241 AD BK	General Fund	1,226.50
04/01/2021	BAKER & TAYLOR BOOKS	00489523	2035811846	1233 AD BK	General Fund	120.64
04/01/2021	BAKER & TAYLOR BOOKS	00489524	2035811847	1235 AD BK	General Fund	73.53
04/01/2021	BAKER & TAYLOR BOOKS	00490063	2035841368	1233 AD BK	General Fund	123.52
04/01/2021	BAKER & TAYLOR BOOKS	00490064	2035841369	1235 AD/JUV BK	General Fund	154.28
04/01/2021	BAKER & TAYLOR BOOKS	00490065	CI238981	1241 AD BK	General Fund	829.84
				Total for Payment No.:		2,528.31

## Payment No: 649725

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	MISSION VALLEY FORD TRUCK	00489331	273020	LABOR-V#3015 WO#129932	Fleet Operation Fund	1,998.00
03/26/2021	MISSION VALLEY FORD TRUCK	00489331	273020	PARTS- V#3015 WO#129932	Fleet Operation Fund	523.32
				Total for Payment No.:		2,521.32

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	THE GOODYEAR TIRE & RUBBER COMPANY	00489329	189-1105876	TIRES- STOCK	Fleet Operation Fund	1,767.93
03/26/2021	THE GOODYEAR TIRE & RUBBER COMPANY	00489329	189-1105876	CA WASTE TIRE FEE- STOCK	Fleet Operation Fund	22.92
03/26/2021	THE GOODYEAR TIRE & RUBBER COMPANY	00489560	189-1105921	TIRES-STOCK	Fleet Operation Fund	607.43
03/26/2021	THE GOODYEAR TIRE & RUBBER	00489560	189-1105921	CA WASTE FEE- STOCK NONTXBL	Fleet Operation Fund	7.00

	COMPANY					
03/26/2021	THE GOODYEAR TIRE & RUBBER COMPANY	00489561	189-1105934	TIRE- V#2236	Fleet Operation Fund	100.46
03/26/2021	THE GOODYEAR TIRE & RUBBER COMPANY	00489561	189-1105934	CA WASTE TIRE FEE-V#2236 NONTX	Fleet Operation Fund	1.75
				Total for Payment No.:		2,507.49
Payment No: 65	0102					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TRK PLAYGROUND SAFETY, L.L.C.	00490436	101	HOMERIDGE PLAYGROUND INSPECT	Parks And Recreation	2,500.00
				Total for Payment No.:		2,500.00
Payment No: 64	9754					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SV@HOME	00489308	1484	Sponsorship 2021 Affordable Ho	Housing Authority	2,500.00
				Total for Payment No.:		2,500.00
Payment No: 64	9724					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	METROPOLITAN TRANSPORTATION COMMISSION	00489405	4926-AR11989	STREET SAVER YR 50121-43022	PW Capital Proj ManagementFund	2,500.00
				Total for Payment No.:		2,500.00
Payment No: 64	9714					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	HEALTHINVEST HRA	00490048	32307FEB2021	VEBA ADMINISTRATOR - \$2,500 MO	General Fund	2,500.00
				Total for Payment No.:		2,500.00

03/26/2021	ENNIS-FLINT INC	00489551	254798	THERMOPLATE- STOCK	General Fund	2,475.40						
				Total for Payment No.:		2,475.40						
Payment No: 65	Payment No: 650079											
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid						
04/09/2021	PACIFIC COAST PETROLEUM INC.	00490131	972573	BULK MOTOR OIL	General Fund	761.37						
04/09/2021	PACIFIC COAST PETROLEUM INC.	00490229	974924	DIESEL FLUID- STOCK	Fleet Operation Fund	603.70						
04/09/2021	PACIFIC COAST PETROLEUM INC.	00490230	974990	OIL- STOCK	Fleet Operation Fund	1,105.26						
				Total for Payment No.:		2,470.33						
Payment No: 65	50106											
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid						
04/09/2021	UNIQUE TOWING	00489881	21-170679	TOW-V#2950 WO#129553	Fleet Operation Fund	618.75						
04/09/2021	UNIQUE TOWING	00489882	21-170699	TOW- V#2965 WO#129985	Fleet Operation Fund	107.50						
04/09/2021	UNIQUE TOWING	00490513	00169043	Removal of boat and trailer	General Fund	1,500.00						
04/09/2021	UNIQUE TOWING	00490658	00170862	EVIDENVE TOW-UTILITY CART	General Fund	215.00						
				Total for Payment No.:		2,441.25						
Payment No: 01	18856											
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid						
03/26/2021	CITY OF SANTA CLARA EMPLOYEES	00490108	02/21/21-03/20/21	UNION DUES B2103 & B2104	Payroll Liability&ClearingAcct	2,430.00						
				Total for Payment No.:		2,430.00						
Payment No: 01	18890											
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid						

SIGNS

TRAFFIC SUPPLIES- SIGNS

**Payment Date** 

03/26/2021

03/26/2021

INTERSTATE TRAFFIC CONTROL

INTERSTATE TRAFFIC CONTROL

**Vendor Name** 

Voucher No.

00489570

00489571

242875

242876

Invoice No.

Description

**Fund Code** 

General Fund

General Fund

**Amount Paid** 

122.91

2,261.48

Special Liability Insurance

607.50

Payment No: 649	9808					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00489700	7279537	SCCC TRIM FONDS	Convention Cnt Maintenance Dis	2,363.00
				Total for Payment No.:		2,363.00
Payment No: 018	8862					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	AEMTEK, INC	00489926	2102046	Water Quality Testing	Water Utility	2,339.00
				Total for Payment No.:		2,339.00
Payment No: 019	9022					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PROTEC	00490079	17565	EOC - WATER STATION CABLING	General Fund	770.00
04/09/2021	PROTEC	00490121	17625	INSTALL CABLES AT SOCCER PARK	General Fund	1,550.00
				Total for Payment No.:		2,320.00
Payment No: 649	9881					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	Z-CON SPECIALTY SERVICES, INC.	00489737	C-2021-090	CRC	General Fund	2,280.00
				Total for Payment No.:		2,280.00
Payment No: 019	9023					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021		00490818	45654	LEGAL SERVICES	General Fund	1,575.00

00490824

45624

04/09/2021

PERSONNEL ISSUES

Total for Payment No.:	2,182.50
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Payment <b>Payment</b>	NO:	049/20

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	MUNICIPAL MAINTENANCE EQUIPMNT	00489577	0157342-IN	PARTS-V#3256	Fleet Operation Fund	2,178.51
				Total for Payment No.:		2,178.51

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AIR FILTER SUPPLY INC	00489699	1464183	SUPPLIES	General Fund	2,160.69
				Total for Payment No.:		2,160.69

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	UNIFIRST CORPORATION	00480841	385 0409132	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	391.10
04/01/2021	UNIFIRST CORPORATION	00480842	385 0409133	GARMENT RENTAL/CLEANING SVP	Electric Utility	39.73
04/01/2021	UNIFIRST CORPORATION	00480842	385 0409133	DELIVERY FEE SVP	Electric Utility	13.00
04/01/2021	UNIFIRST CORPORATION	00480843	385 0409134	GARMENT RENTAL/CLEANING T&D	Electric Utility	837.68
04/01/2021	UNIFIRST CORPORATION	00480843	385 0409134	NEW CLOHTES M. GUERRERO	Electric Utility	110.75
04/01/2021	UNIFIRST CORPORATION	00480843	385 0409134	NEW CLOTHES G. SOSA	Electric Utility	11.19
04/01/2021	UNIFIRST CORPORATION	00480844	385 0409136	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	84.31
04/01/2021	UNIFIRST CORPORATION	00480845	385 0409140	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	402.71
04/01/2021	UNIFIRST CORPORATION	00480847	385 0409141	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	65.33
04/01/2021	UNIFIRST CORPORATION	00480848	385 0409174	GARMENT RENT/CLEANING SVC CH	Electric Utility	85.93
04/01/2021	UNIFIRST CORPORATION	00489682	385 0408109	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	65.33
				Total for Payment No.:		2,107.06

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	VERIZON WIRELESS	00490207	9875062185	M2M CHARGES FEB21	Electric Utility Construction	2,095.04
				Total for Payment No.:		2,095.04

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	GRAINGER	00489424	9824740121	SOLID ROUND SHANK NUT DRIVER	Electric Utility	457.05
03/26/2021	GRAINGER	00489425	9824521141	INSULATED SCREWDRIVER SET	Electric Utility	125.99
03/26/2021	GRAINGER	00489431	9818810930	CABLE TIES, BATTERIES, TAPE,	General Fund	373.97
03/26/2021	GRAINGER	00489519	9824740113	BOTTLE TOP DISPENSER,1 TO 5ML	Electric Utility	1,370.52
03/26/2021	GRAINGER	00489520	9943922956	CREDIT FIT TEST ADAPTER	Electric Utility	-1,225.16
03/26/2021	GRAINGER	00489981	9824370101	GLASSES, SMITH & WESSON ELITE	Electric Utility	105.68
03/26/2021	GRAINGER	00489981	9824370101	GLASSES, CLEAR LENS, BLACK FRA	Electric Utility	104.90
03/26/2021	GRAINGER	00489982	9823872644	GLASSES, SMOKE LENS, BLACK FRA	Water Utility	93.78
03/26/2021	GRAINGER	00489982	9823872644	GLASSES, CLEAR LENS, BLACK FRA	Water Utility	102.82
03/26/2021	GRAINGER	00489984	9823872636	BATTERY, SIZE D, 1.5 VOLT RAY-	Electric Utility	94.83
03/26/2021	GRAINGER	00489986	9822817962	STRAP, PIPE, 2 HOLE, 1-1/2IN R	Water Utility	1.74
03/26/2021	GRAINGER	00489986	9822817962	SEALANT, ADHESIVE, WHITE IN 2.	Electric Utility	137.87
03/26/2021	GRAINGER	00489987	9820015411	PRIMER, WELD-ON #P-70 FOR PVC	Water Utility	73.51
03/26/2021	GRAINGER	00489988	9817438840	BARRICADE TAPE, "CAUTION CONST	Electric Utility	87.86
03/26/2021	GRAINGER	00489992	9814649951	METAL CASE FOR STANDARD CITY	Electric Utility	98.45
03/26/2021	GRAINGER	00489994	9814468303	METAL CASE FOR STANDARD CITY	Electric Utility	73.84
				Total for Payment No.:		2,077.65

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T MOBILITY	00489619	287288153081X03162021	PD - MDC BACK UP WIRELESS	General Fund	2,066.29
				Total for Payment No.:		2,066.29

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	STAPLES ADVANTAGE	00490482	8061470094-BLDGINSP	OFFICE SUPPLIES	General Fund	33.55
04/09/2021	STAPLES ADVANTAGE	00490483	8061470094-BLDGMTCE	OFFICE SUPPLIES	General Fund	160.92
04/09/2021	STAPLES ADVANTAGE	00490484	8061470094-CEMETERY	OFFICE SUPPLIES	Cemetery	0.00
04/09/2021	STAPLES ADVANTAGE	00490485	8061470094-ELECYARD	OFFICE SUPPLIES	Electric Utility	20.58
04/09/2021	STAPLES ADVANTAGE	00490485	8061470094-ELECYARD	OFFICE SUPPLIES	Electric Utility	15.64
04/09/2021	STAPLES ADVANTAGE	00490485	8061470094-ELECYARD	OFFICE SUPPLIES	Electric Utility	96.69
04/09/2021	STAPLES ADVANTAGE	00490485	8061470094-ELECYARD	OFFICE SUPPLIES	Electric Utility	59.15
04/09/2021	STAPLES ADVANTAGE	00490486	8061470094-FIRE	OFFICE SUPPLIES	General Fund	186.76
04/09/2021	STAPLES ADVANTAGE	00490486	8061470094-FIRE	OFFICE SUPPLIES	General Fund	97.48
04/09/2021	STAPLES ADVANTAGE	00490486	8061470094-FIRE	OFFICE SUPPLIES	General Fund	16.98
04/09/2021	STAPLES ADVANTAGE	00490487	8061470094-HR	OFFICE SUPPLIES	General Fund	64.28
04/09/2021	STAPLES ADVANTAGE	00490488	8061470094-PARK CRC	OFFICE SUPPLIES	General Fund	102.11
04/09/2021	STAPLES ADVANTAGE	00490488	8061470094-PARK CRC	OFFICE SUPPLIES	General Fund	79.55
04/09/2021	STAPLES ADVANTAGE	00490489	8061470094-PARK YAC	OFFICE SUPPLIES	General Fund	122.91
04/09/2021	STAPLES ADVANTAGE	00490490	8061470094-PLANNING	OFFICE SUPPLIES	General Fund	154.77
04/09/2021	STAPLES ADVANTAGE	00490491	8061470094-POLICEDET	OFFICE SUPPLIES	General Fund	-48.45
04/09/2021	STAPLES ADVANTAGE	00490491	8061470094-POLICEDET	OFFICE SUPPLIES	General Fund	289.94
04/09/2021	STAPLES ADVANTAGE	00490492	8061470094- POLICEPATROL	OFFICE SUPPLIES	General Fund	-28.51
04/09/2021	STAPLES ADVANTAGE	00490493	8061470094- POLICESPECIAL	OFFICE SUPPLIES	General Fund	62.36
04/09/2021	STAPLES ADVANTAGE	00490494	8061470094-POLICESVC	OFFICE SUPPLIES	General Fund	105.68
04/09/2021	STAPLES ADVANTAGE	00490495	8061470094-SRCTR	OFFICE SUPPLIES	General Fund	290.98
04/09/2021	STAPLES ADVANTAGE	00490496	8061470094-WATER	OFFICE SUPPLIES	Water Utility	166.82

**Fund Code** 

**Amount Paid** 

Payment No: 64	9757					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	TIAN KANG	00489418	R220-EVC-080	EV CHRGR REBATE; 42961-03	Elec OperatingGrant Trust Fund	1,000.00
03/26/2021	TIAN KANG	00489419	R220-EVC-081	EV CHRGR REBATE; 42961-03	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		2,000.00
Payment No: 64	9685					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	BANK OF NEW YORK MELLON	00489840	252-2366014	ELEC REV REF BONDS2011A 21-22	Electric Utility-Debt Services	1,847.80
03/26/2021	BANK OF NEW YORK MELLON	00489840	252-2366014	ELEC REV REF BONDS2011A 21-22	Electric Utility-Debt Services	152.20
				Total for Payment No.:		2,000.00
Payment No: 64	9854					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	PARS	00490150	47598	ARS PARS FEE JANUARY2021	General Fund	1,953.85
				Total for Payment No.:		1,953.85
Payment No: 64	9719					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	IRON MOUNTAIN	00489005	202299423	DATA STORAGE	Information Technology Service	1,949.44
				Total for Payment No.:		1,949.44
<b>5</b> (N 04						

Voucher No.

Invoice No.

Description

Payment No: 649849

Payment Date Vendor Name

04/01/2021	NIGHTFORCE OPTICS	00490137	253389	NX8 TREMOR 3 SCOPE PART # C633	Police Operating Grant Fund	1,920.00				
04/01/2021	NIGHTFORCE OPTICS	00490137	253389	SHIPPING	Police Operating Grant Fund	20.00				
				Total for Payment No.:		1,940.00				
Payment No: 018971										
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/01/2021		00490006	45625	LEGAL SERVICES - INVESTIGATION	Special Liability Insurance	1,933.00				
				Total for Payment No.:		1,933.00				
Payment No: 649762										
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	UNIQUE SCAFFOLDING	00490058	20163	SCAFFOLDING MATERIAL RENTAL	Electric Utility	1,903.14				
				Total for Payment No.:		1,903.14				
Payment No: 64	9738									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	PRINTS CHARLES REPROGRAPHICS	00489451	101551	CE17-18-18 PLANS & SPECS	Storm Drain	1,896.08				
				Total for Payment No.:		1,896.08				
Payment No: 64	9804									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/01/2021	BENCHMARK	00490400	E21-322A	CRC - MOLD SCREEN	General Fund	791.00				
04/01/2021	BENCHMARK	00490403	E21-322	CRC - ASBESTOS SAMPLE	General Fund	1,087.00				
				Total for Payment No.:		1,878.00				
Payment No: 01	8903									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				

02/26/2024	NALCO CO	00490540	6600400704	COLNI COSTA LLA TITTO ANT LUC	Flootrio I Hility	400.07
03/26/2021	NALCO CO	00489542	6600189794	SOLN S0274 H-1 TITRANT HIG	Electric Utility	120.87
03/26/2021	NALCO CO	00489542	6600189794	TRANSPORTATION/ENERGY FEE	Electric Utility	0.13
03/26/2021	NALCO CO	00489543	6600193717	SOLN 500ML POLYMER REAGENT	Electric Utility	749.93
03/26/2021	NALCO CO	00489543	6600193717	FREIGHT	Electric Utility	49.71
03/26/2021	NALCO CO	00489543	6600193717	TRANSPORTATION/ENERGY FEE	Electric Utility	0.29
03/26/2021	NALCO CO	00489544	6670033137	MO.SRV FEE COGEN MAR21	Electric Utility	946.35
				Total for Payment No.:		1,867.28
Payment No: 64	9758					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	TMT ENTERPRISES INC	00489657	07854	PAC-BELL 2.0 INFIELD MIX	General Fund	460.00
03/26/2021	TMT ENTERPRISES INC	00489658	07855	PAC-BELL 2.0 MIX	General Fund	1,381.75
				Total for Payment No.:		1,841.75
Payment No: 64	9932					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ROBERT A BOTHAM CONSTRUCTION	00490717	81976-01 Utility Refund	UTILITY REFUND	General Fund	1,838.19
				Total for Payment No.:		1,838.19
Payment No: 64	9827					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	FUGATE BUSINESS SOLUTIONS	00490274	4745	Setup Fee+ Jan Accounting Serv		1,398.00
					Deposit Funds.  Deposit Funds.	•
04/01/2021	FUGATE BUSINESS SOLUTIONS	00490275	4814	Jan Accounting Serv	Deposit Funds.	399.00
				Total for Payment No.:		1,797.00
Payment No: 64	9895					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SAADATI, SHAHIN	00490718	51071-01 Utility Refund	UTILITY REFUND	General Fund	1,776.27
				Total for Payment No.:		1,776.27

Dave	ont	No:	640747
rayıı	ıeπ	NO.	649747

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SANTA CLARA WEEKLY	00489176	1245143	Notice of Public Hearing	H.U.D Capital Projects	864.00
03/26/2021	SANTA CLARA WEEKLY	00489176	1245143	Notice of Public Hearing	H.U.D Capital Projects	864.00
				Total for Payment No.:		1,728.00

Payment D	ate Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ACCEL AIR SYSTEMS, INC.	00490392	10272	SERVICE CALL 2/17/21	Electric Utility	705.00
04/01/2021	ACCEL AIR SYSTEMS, INC.	00490393	10431	SERVICE CALL 2/15/21	Electric Utility	1,010.00
				Total for Payment No.:		1,715.00

### Payment No: 018889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	INTERNAP NETWORK SERVICES CORP	00489010	INV15003147	INTERNET SERVICES	Information Technology Service	1,697.38
				Total for Payment No.:		1,697.38

# Payment No: 649690

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CALIFORNIA COMPRESSION, LLC	00489392	7412-1	KIT,SEP ELEM REPL 8E ALL FLDS	Electric Utility	686.70
03/26/2021	CALIFORNIA COMPRESSION, LLC	00489392	7412-1	KIT,EL MAIN FLD FLT 250028-032	Electric Utility	106.82
03/26/2021	CALIFORNIA COMPRESSION, LLC	00489392	7412-1	KIT, FILTER FLOAT ASSY	Electric Utility	180.94
03/26/2021	CALIFORNIA COMPRESSION, LLC	00489392	7412-1	LUBT, SULLUBE 5LT (4 PACK)	Electric Utility	681.25
03/26/2021	CALIFORNIA COMPRESSION, LLC	00489392	7412-1	FREIGHT	Electric Utility	33.82
				Total for Payment No.:		1,689.53

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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04/09/2021	ACT, A DIVISION OF CCI	00490168	0358178-IN	ADDITIONAL MAINTENANCE	General Fund	998.44
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	CITY HALL	General Fund	85.00
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	OLD COURTHOUSE	General Fund	85.00
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	CRC	General Fund	85.00
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	FS 1	General Fund	85.00
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	CENTRAL LIB	General Fund	85.00
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	NORTHSIDE LIB	General Fund	85.00
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	PD	General Fund	85.00
04/09/2021	ACT, A DIVISION OF CCI	00490169	0358229-IN	TRITON	Public Buildings	85.00
				Total for Payment No.:		1,678.44

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	VIRGINIA TRANSFORMER CORP	00489885	61765	TAX ON OFF LOADING INV 61378	Electric Utility Construction	1,677.96
				Total for Payment No.:		1,677.96

Payment No: 649869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	TELEFLEX LLC	00489786	9503674171	MED SUPPLIES - LMA AND IO NEED	General Fund	1,672.30
				Total for Payment No.:		1,672.30

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	UNITED REFRIGERATION INC	00489710	52495688-99	CREDIT	General Fund	-101.16
04/01/2021	UNITED REFRIGERATION INC	00489711	52751003-99	WRONG PARTS AC	General Fund	-964.39
04/01/2021	UNITED REFRIGERATION INC	00489712	52537818-99	TOOLS RETURNED	General Fund	-182.89
04/01/2021	UNITED REFRIGERATION INC	00489713	74331990-00	CREDIT AC REPAIR	General Fund	-16.17
04/01/2021	UNITED REFRIGERATION INC	00489714	76168227-00	BERMAN AC	General Fund	9.71

04/01/2021	UNITED REFRIGERATION INC	00489715	76203385-00	SUPPLIES	General Fund	103.45
04/01/2021	UNITED REFRIGERATION INC	00489716	76168007-00	SUPPLIES	General Fund	261.65
04/01/2021	UNITED REFRIGERATION INC	00489717	76012806-00	COURTHOUSE AC	General Fund	219.54
04/01/2021	UNITED REFRIGERATION INC	00489718	75961027-00	STREET AC	General Fund	6.16
04/01/2021	UNITED REFRIGERATION INC	00489719	76536151-00	SUPPLIES	General Fund	164.27
04/01/2021	UNITED REFRIGERATION INC	00489720	76915732-00	CH HVAC	General Fund	131.35
04/01/2021	UNITED REFRIGERATION INC	00489721	77140721-00	SUPPLIES	General Fund	128.17
04/01/2021	UNITED REFRIGERATION INC	00489722	77125284-00	FS 1	General Fund	183.42
04/01/2021	UNITED REFRIGERATION INC	00489723	77254273-00	FS 1 AC	General Fund	167.20
04/01/2021	UNITED REFRIGERATION INC	00489724	77220818-00	COPPER FITTING	General Fund	2.35
04/01/2021	UNITED REFRIGERATION INC	00489725	77238401-00	STOCK	General Fund	633.21
04/01/2021	UNITED REFRIGERATION INC	00489726	74440957-00	FS 3 AC	General Fund	222.48
04/01/2021	UNITED REFRIGERATION INC	00489727	75069163-00	COURTHOUSE AC	General Fund	150.10
04/01/2021	UNITED REFRIGERATION INC	00489728	75267406-00	PD FREEZER	General Fund	98.76
04/01/2021	UNITED REFRIGERATION INC	00489729	75712924-00	FS 4 AC	General Fund	28.43
04/01/2021	UNITED REFRIGERATION INC	00489730	77603138-00	T D ICE MACHINE	Electric Utility	89.15
04/01/2021	UNITED REFRIGERATION INC	00489731	77651890-00	SUPPLIES	General Fund	188.57
04/01/2021	UNITED REFRIGERATION INC	00489732	77700056-00	SHOP SUPPLIES	General Fund	23.08
04/01/2021	UNITED REFRIGERATION INC	00489733	77798871-00	SUPPLIES	General Fund	115.14
				Total for Payment No.:		1,661.58

**Payment Date Fund Code Amount Paid Vendor Name** Voucher No. Invoice No. Description 1,529.51 RESTROOM CLEANERS General Fund 03/26/2021 HOME DEPOT USA 00489646 605005321 03/26/2021 HOME DEPOT USA 605206192 **URINAL MAT** General Fund 86.33 00489647 Total for Payment No.: 1,615.84

Payment No: 650060

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

04/09/2021	LUPE LIMA	00490511	35255	1999 Int'l RV@ 305 Matthew Str	General Fund	1,500.00
04/09/2021	LUPE LIMA	00490512	35647	Case 21-308012@ 485 S. Main St	General Fund	112.50
				Total for Payment No.:		1,612.50

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	DELL MARKETING LP	00490154	10471367405	DELL LATITUDE 7520 TAXABLE POR	Electric Utility Construction	1,479.19
04/01/2021	DELL MARKETING LP	00490154	10471367405	DELL LATITUDE 7520 NON TAXABLE	Electric Utility Construction	121.93
04/01/2021	DELL MARKETING LP	00490154	10471367405	ENVIRONMENTAL FEE	Electric Utility Construction	5.00
				Total for Payment No.:		1,606.12

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	UNITED SITE SERVICES INC	00490152	114-9931389	RESTROOM RENT@LAF 2/20-03/18	Electric Utility	10.91
04/09/2021	UNITED SITE SERVICES INC	00490152	114-9931389	WKLY RESTRM SRV@LAF 2/20- 03/18	Electric Utility	55.00
04/09/2021	UNITED SITE SERVICES INC	00490152	114-9931389	ENVIRONMENTAL FEE	Electric Utility	6.99
04/09/2021	UNITED SITE SERVICES INC	00490156	114-10349237	RESTROOM RENT@LAF 5/14-6/10	Electric Utility	10.91
04/09/2021	UNITED SITE SERVICES INC	00490156	114-10349237	WKLY RESTRM SRV@LAF 5/14-6/10	Electric Utility	55.00
04/09/2021	UNITED SITE SERVICES INC	00490156	114-10349237	ENVIRONMENTAL FEE	Electric Utility	6.99
04/09/2021	UNITED SITE SERVICES INC	00490157	114-10349760	ADA ACCESS@SERRA SUB 5/12-6/8	Electric Utility Construction	10.91
04/09/2021	UNITED SITE SERVICES INC	00490157	114-10349760	WKLY ADA SRV@SERRA 5/12-6/8	Electric Utility Construction	138.00
04/09/2021	UNITED SITE SERVICES INC	00490157	114-10349760	ENVIRONMENTAL FEE	Electric Utility Construction	15.92
04/09/2021	UNITED SITE SERVICES INC	00490158	114-10612134	RSTRM RENT@AGNEWSUB 7/2-7/29	Electric Utility	10.91
04/09/2021	UNITED SITE SERVICES INC	00490158	114-10612134	WKLY SVC @AGNEW SUB 7/2-7/29	Electric Utility	55.00
04/09/2021	UNITED SITE SERVICES INC	00490158	114-10612134	DAMAGE WAIVER	Electric Utility	7.95

04/09/2021	UNITED SITE SERVICES INC	00490158	114-10612134	ENVIRONMENTAL FEE	Electric Utility	6.99
04/09/2021	UNITED SITE SERVICES INC	00490159	114-9998978	ADA SINK @SERRA SUB 3/3-3/30	Electric Utility Construction	65.40
04/09/2021	UNITED SITE SERVICES INC	00490159	114-9998978	WKLY SINK SRV@SERRA 3/3-3/30	Electric Utility Construction	172.20
04/09/2021	UNITED SITE SERVICES INC	00490159	114-9998978	DAMAGE WAIVER	Electric Utility Construction	14.95
04/09/2021	UNITED SITE SERVICES INC	00490159	114-9998978	DELIVERY, SETUP, REMOVAL	Electric Utility Construction	65.40
04/09/2021	UNITED SITE SERVICES INC	00490159	114-9998978	ENVIRONMENTAL FEE	Electric Utility Construction	31.41
04/09/2021	UNITED SITE SERVICES INC	00490160	114-10878304	MATTHEWS HAND SANITIZER 8/29	Electric Utility	38.15
04/09/2021	UNITED SITE SERVICES INC	00490161	114-11440115	RESTROOM RENT@SPACE 12/30- 1/26	Electric Utility	10.91
04/09/2021	UNITED SITE SERVICES INC	00490161	114-11440115	RESTROOM RENT@SPACE 12/30- 1/26	Electric Utility	55.00
04/09/2021	UNITED SITE SERVICES INC	00490161	114-11440115	ENVIRONMENTAL FEE	Electric Utility	6.99
04/09/2021	UNITED SITE SERVICES INC	00490162	114-10769756	MATTHEWS HAND SANITIZER 8/1	Electric Utility	38.15
04/09/2021	UNITED SITE SERVICES INC	00490166	114-11521644	RESTROOM RENT@SSS 1/13-2/9	Electric Utility	10.92
04/09/2021	UNITED SITE SERVICES INC	00490166	114-11521644	WKLY RESTRM SRV @SSS 1/13-2/9	Electric Utility	55.00
04/09/2021	UNITED SITE SERVICES INC	00490166	114-11521644	2 SINK RENT@SSS 1/13-2/9	Electric Utility	10.93
04/09/2021	UNITED SITE SERVICES INC	00490166	114-11521644	WKLY SINK SRV@SSS 1/13-2/9	Electric Utility	85.00
04/09/2021	UNITED SITE SERVICES INC	00490166	114-11521644	ENVIRONMENTAL FEE	Electric Utility	17.21
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	RESTROOM RENT@LAF 3/3-3/30	Electric Utility	21.80
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	WKLY SINK SRV@LAF 3/3-3/30	Electric Utility	55.00
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	DAMAGE WAIVER	Electric Utility	7.95
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	2 SINK RENT@LAF 3/3-3/30	Electric Utility	21.80
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	WKLY SINK SRV@LAF 3/3-3/30	Electric Utility	85.00
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	DAMAGE WAIVER	Electric Utility	7.95
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	DELIVERY, SETUP, REMOVAL	Electric Utility	43.60
04/09/2021	UNITED SITE SERVICES INC	00490167	114-11702791	ENVIRONMENTAL FEE	Electric Utility	23.65
04/09/2021	UNITED SITE SERVICES INC	00490170	114-11727589	RESTROOM RENT@AGNEW 3/11- 4/7	Electric Utility	10.91
04/09/2021	UNITED SITE SERVICES INC	00490170	114-11727589	WKLY RESTRM SRV@AGNEW 3/11-	Electric Utility	55.00

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4	1

04/09/2021	UNITED SITE SERVICES INC	00490170	114-11727589	DAMAGE WAIVER	Electric Utility	7.95
04/09/2021	UNITED SITE SERVICES INC	00490170	114-11727589	ENVIRONMENTAL FEE	Electric Utility	6.99
04/09/2021	UNITED SITE SERVICES INC	00490175	114-11741485	ADA ACCESS@SERRA SUB 3/16- 4/12	Electric Utility Construction	10.91
04/09/2021	UNITED SITE SERVICES INC	00490175	114-11741485	WKLY ADA SRV@SERRA 3/16-4/12	Electric Utility Construction	138.00
04/09/2021	UNITED SITE SERVICES INC	00490175	114-11741485	ENVIRONMENTAL FEE	Electric Utility Construction	15.92
				Total for Payment No.:		1,581.53

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	COGENT COMMUNICATIONS	00489006	CITYOFSA00015MAR202 1	INTERNET SERVICES FOR MARCH	Information Technology Service	1,500.00
03/26/2021	COGENT COMMUNICATIONS	00489006	CITYOFSA00015MAR202 1	FINANCE CHARGES FOR DEC & JAN	Information Technology Service	45.00
				Total for Payment No.:		1,545.00

### Payment No: 018944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	GRAINGER-SAN JOSE	00489704	9811061507	PD HVAC	General Fund	36.90
04/01/2021	GRAINGER-SAN JOSE	00489705	9824385919	CENTRAL LIB AC	General Fund	408.73
04/01/2021	GRAINGER-SAN JOSE	00490418	9770796051	CABLE TIE, 7-3/8IN LG X .19IN	Electric Utility	861.32
04/01/2021	GRAINGER-SAN JOSE	00490418	9770796051	LUBRICANT, CLEANER \& PROTECTO	Electric Utility	148.59
04/01/2021	GRAINGER-SAN JOSE	00490418	9770796051	CONDUIT, PVC, SCH 80, 1/2IN X	Electric Utility	75.32
				Total for Payment No.:		1,530.86

Payment Date	vendor Name	voucner No.	invoice No.	Description	Fund Code	Amount Paid
04/09/2021		00490825	5621141	ADDITIONAL FUNDS FROM PO	Related Santa Clara	1,525.25

1,525.25

Total for Payment No.:

Payment No: 019004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GRAINGER-SAN JOSE	00490194	9828279399	STRT SUPPLIES- BATTERY PACKS	General Fund	252.19
04/09/2021	GRAINGER-SAN JOSE	00490195	9830446606	STRT SUPPLIES- BATTERY PACKS	General Fund	194.78
04/09/2021	GRAINGER-SAN JOSE	00490227	9838608835	PARTS- STOCK	Fleet Operation Fund	21.12
04/09/2021	GRAINGER-SAN JOSE	00490849	9810957101	BATTERIES, ALKALINE, AAA GRAIN	Water Utility	33.88
04/09/2021	GRAINGER-SAN JOSE	00490849	9810957101	BATTERY, AA, ALKALINE, RAY-O-V	Water Utility	57.65
04/09/2021	GRAINGER-SAN JOSE	00490849	9810957101	BATTERY, 9 VOLT, ALKALINE ENER	Water Utility	51.06
04/09/2021	GRAINGER-SAN JOSE	00490853	9834719271	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	25.51
04/09/2021	GRAINGER-SAN JOSE	00490853	9834719271	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	18.51
04/09/2021	GRAINGER-SAN JOSE	00490853	9834719271	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	27.34
04/09/2021	GRAINGER-SAN JOSE	00490853	9834719271	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	82.40
04/09/2021	GRAINGER-SAN JOSE	00490853	9834719271	BIT, TWIST DRILL, STRAIGHT SHA	Electric Utility	43.62
04/09/2021	GRAINGER-SAN JOSE	00490853	9834719271	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	96.92
04/09/2021	GRAINGER-SAN JOSE	00490853	9834719271	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	58.60
04/09/2021	GRAINGER-SAN JOSE	00490855	9843865248	TAPE, TEFLON, 3/4IN X 520 HARV	Water Utility	115.35
04/09/2021	GRAINGER-SAN JOSE	00490855	9843865248	TAPE, TEFLON, 1/2IN X 520FT HA	Water Utility	32.57
04/09/2021	GRAINGER-SAN JOSE	00490861	9834719263	SCREWDRIVER, PHILLIPS PLASTIC	Electric Utility	27.86
04/09/2021	GRAINGER-SAN JOSE	00490861	9834719263	SCREWDRIVER, SQUARE SHANK, STA	Electric Utility	30.48
04/09/2021	GRAINGER-SAN JOSE	00490861	9834719263	UTILITY KNIFE WITH QUICK CHANG	Electric Utility	92.15
04/09/2021	GRAINGER-SAN JOSE	00490861	9834719263	SCREWDRIVER, 4IN PHILLIPS #2 C	Electric Utility	28.95
04/09/2021	GRAINGER-SAN JOSE	00490861	9834719263	PLIERS, 6IN LONG NOSE. KLEIN#	Electric Utility	226.14
				Total for Payment No.:		1,517.08

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	<b>Amount Paid</b>

04/01/2021	BAYSCAPE LANDSCAPE MANAGEMENT	00490394	21143	LANDSCAPING SERVICES FOR VARIO	Water Utility Construction	1,515.00
				Total for Payment No.:		1,515.00
Payment No: 64	19770					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ZANKER LANDSCAPE MATERIALS	00489443	6174	REDWOOD SMALL BARK-OUT	General Fund	1,472.69
				Total for Payment No.:		1,472.69
Payment No: 64	19694					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	D&M TRAFFIC SERVICES	00489977	76722	TRAFFIC CONTROL SERVICES	Electric Utility Construction	1,470.00
				Total for Payment No.:		1,470.00
Payment No: 65	50031					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CRESCO EQUIPMENT RENTALS	00490134	5370872-0001	PROPANE	Electric Utility	60.28
04/09/2021	CRESCO EQUIPMENT RENTALS	00490664	5361846-0001	EQUIPMENT RENTAL	Electric Utility	1,253.50
04/09/2021	CRESCO EQUIPMENT RENTALS	00490664	5361846-0001	NON TAXABLE	Electric Utility	139.75
				Total for Payment No.:		1,453.53
Payment No: 64	19901					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	AMERICAN UNDERGROUND CONTRACTOR	00490683	24465-12 Utility Refund	UTILITY REFUND	General Fund	1,428.18
				Total for Payment No.:		1,428.18
Payment No: 01						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

03/26/2021		00490016	897887	LEGAL SERVICES	Special Liability Insurance	1,260.95	
03/26/2021		00490026	897886	LEGAL SERVICES	Special Liability Insurance	165.00	
				Total for Payment No.:		1,425.95	
Payment No: 01	8999						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	
04/09/2021	FARWEST LINE SPECIALTIES LLC	00490136	319403	KLEIN ORANGE HARD BODY BAG	Electric Utility	67.77	
04/09/2021	FARWEST LINE SPECIALTIES LLC	00490136	319403	KUNZ 12" GLOVE SZ 9	Electric Utility	323.25	
04/09/2021	FARWEST LINE SPECIALTIES LLC	00490136	319403	SHIPPING	Electric Utility	18.81	
04/09/2021	FARWEST LINE SPECIALTIES LLC	00490860	327201	BUCKET, CANVAS, NON-METALLIC,	Electric Utility	968.46	
04/09/2021	FARWEST LINE SPECIALTIES LLC	00490860	327201	SHIPPING	Electric Utility	13.24	
				Total for Payment No.:		1,391.53	
Payment No: 649722							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	
Payment Date 03/26/2021	Vendor Name  LANGUAGE LINE SOLUTIONS	<b>Voucher No.</b> 00489067	Invoice No. 10179296	Description  LANGUAGE LINE SERVICES	Fund Code Information Technology Service	<b>Amount Paid</b> 1,378.32	
-				-	Information Technology		
-				LANGUAGE LINE SERVICES	Information Technology	1,378.32	
-	LANGUAGE LINE SOLUTIONS			LANGUAGE LINE SERVICES	Information Technology	1,378.32	
03/26/2021	LANGUAGE LINE SOLUTIONS			LANGUAGE LINE SERVICES	Information Technology	1,378.32	
03/26/2021  Payment No: 01	LANGUAGE LINE SOLUTIONS  9031	00489067	10179296	LANGUAGE LINE SERVICES  Total for Payment No.:	Information Technology Service	1,378.32 1,378.32	
03/26/2021  Payment No: 01  Payment Date	LANGUAGE LINE SOLUTIONS  9031  Vendor Name	00489067 Voucher No.	10179296 Invoice No.	LANGUAGE LINE SERVICES  Total for Payment No.:  Description	Information Technology Service  Fund Code Electric Utility	1,378.32 1,378.32 Amount Paid	
03/26/2021  Payment No: 01  Payment Date  04/09/2021	POST PROPERTY ADVISORS	00489067  Voucher No. 00490198	10179296  Invoice No. 31013	LANGUAGE LINE SERVICES  Total for Payment No.:  Description  PROP APPRAISAL NORM HULBERG	Information Technology Service  Fund Code  Electric Utility Construction  Electric Utility	1,378.32 1,378.32 Amount Paid 144.00	
03/26/2021  Payment No: 01  Payment Date  04/09/2021	POST PROPERTY ADVISORS	00489067  Voucher No. 00490198	10179296  Invoice No. 31013	LANGUAGE LINE SERVICES  Total for Payment No.:  Description  PROP APPRAISAL NORM HULBERG  PROP ARRAISAL VP APPRAISER	Information Technology Service  Fund Code  Electric Utility Construction  Electric Utility	1,378.32 1,378.32 Amount Paid 144.00 1,224.00	
03/26/2021  Payment No: 01  Payment Date  04/09/2021	9031  Vendor Name  VALBRIDGE PROPERTY ADVISORS  VALBRIDGE PROPERTY ADVISORS	00489067  Voucher No. 00490198	10179296  Invoice No. 31013	LANGUAGE LINE SERVICES  Total for Payment No.:  Description  PROP APPRAISAL NORM HULBERG  PROP ARRAISAL VP APPRAISER	Information Technology Service  Fund Code  Electric Utility Construction  Electric Utility	1,378.32 1,378.32 Amount Paid 144.00 1,224.00	
03/26/2021  Payment No: 01  Payment Date  04/09/2021  04/09/2021	9031  Vendor Name  VALBRIDGE PROPERTY ADVISORS  VALBRIDGE PROPERTY ADVISORS	00489067  Voucher No. 00490198	10179296  Invoice No. 31013	LANGUAGE LINE SERVICES  Total for Payment No.:  Description  PROP APPRAISAL NORM HULBERG  PROP ARRAISAL VP APPRAISER	Information Technology Service  Fund Code  Electric Utility Construction  Electric Utility	1,378.32 1,378.32 Amount Paid 144.00 1,224.00	

			·	Total for Payment No.:		1,365.97
Payment No: 64	9913					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	DESILVA GATES CONSTRUCTION LP	00490685	24507-14 Utility Refund	UTILITY REFUND	General Fund	1,364.20
				Total for Payment No.:		1,364.20
Payment No: 01	8995					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CINTAS CORP #630	00489855	4078980018	STREET RENTALS-NONTXB	General Fund	317.71
04/09/2021	CINTAS CORP #630	00489855	4078980018	STREET RENTALS- TXBL	General Fund	3.08
04/09/2021	CINTAS CORP #630	00489855	4078980018	FLEET RENTALS- NONTXBL	Fleet Operation Fund	208.23
04/09/2021	CINTAS CORP #630	00489855	4078980018	SAFEWASHER MOBL SRV-NONTXB	Fleet Operation Fund	31.04
04/09/2021	CINTAS CORP #630	00490173	4078864012	UNIFORMS	General Fund	149.34
04/09/2021	CINTAS CORP #630	00490174	4079184119	UNIFORMS	General Fund	96.22
04/09/2021	CINTAS CORP #630	00490192	4079604385	STREET RENTALS	General Fund	309.98
04/09/2021	CINTAS CORP #630	00490192	4079604385	FLEET RENTALS	Fleet Operation Fund	201.13
04/09/2021	CINTAS CORP #630	00490192	4079604385	SAFEWSHR MOBL SRVC- TXBLE	Fleet Operation Fund	31.03
				Total for Payment No.:		1,347.76
Payment No: 64	9837					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	KAMBRIA EVANS PSYCHOTHERAPY,	00489689	4	BEHAVIORAL COUNSELING #111	General Fund	673.00
04/01/2021	KAMBRIA EVANS PSYCHOTHERAPY,	00489790	3	BEHAVIORAL COUNSELING - #111	General Fund	673.00
				Total for Payment No.:		1,346.00
Payment No: 64	9819					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

33381-07 Utility Refund

00490691

UTILITY REFUND

General Fund

1,365.97

BIXBY SPE FINANCE 11 LLC

04/09/2021

04/01/2021	DYMAXION RESEARCH LTD	00489693	M1030181	3W ANNUAL AGMT	General Fund	1,286.96	
				Total for Payment No.:		1,286.96	
Payment No: 65	50080						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	
04/09/2021	PACIFIC WATER ART INC	00490925	65701	FY 2020-21 FOUNTAIN MAINTENANC	Convention Cnt Maintenance Dis	1,280.00	
				Total for Payment No.:		1,280.00	
Payment No: 01	19013						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	
04/09/2021	LEHR AUTO ELECTRIC	00489867	SI58039	PARTS-V#3527	General Fund	115.68	
04/09/2021	LEHR AUTO ELECTRIC	00489868	SI58274	PARTS-V#3464	Fleet Operation Fund	1,145.95	
				Total for Payment No.:		1,261.63	
Payment No: 0	18934						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	
04/01/2021	CAROLYN SUSIE BERLIN	00489777	10756	LEGAL SERVICES JAN21	Electric Utility	1,170.00	
04/01/2021	CAROLYN SUSIE BERLIN	00489778	10760 (d)	LEGAL SERVICES (NCGC) JAN21	Electric Utility	84.50	
				Total for Payment No.:		1,254.50	
Payment No: 64	19969						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	
04/09/2021	DIVISION OF THE STATE ARCHITECT	00490932	13921APR2021	PORTION \$4 CASP FEE FOR AB1379	CASp Certification & Training	1,221.60	
				Total for Payment No.:		1,221.60	
Payment No: 650025							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	

				Total for Payment No.:		1,219.71
Payment No: 01	8928					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ANIXTER INC.	00490074	4843703-02	FIXED BLADE FOR REPLACE & RPR	Electric Utility	1,199.00
				Total for Payment No.:		1,199.00
Payment No: 65	0084					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00490298	057032	CONDUIT LEASE APR21	Electric Utility	1,090.00
04/09/2021	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00490298	057032	RACK: 2POST APR21	Electric Utility	100.00
				Total for Payment No.:		1,190.00
Payment No: 64						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	AT&T CALNET	00489536	000016120701	STO WAN CKTS 2/01/21-2/28/21	Electric Utility	1,169.78
				Total for Payment No.:		1,169.78
Payment No: 64	9763					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	UNITED RENTALS (NORTH AMERICA)	00489372	190740622-001	RNTL/PRTS/DLVRY- PRMT#17031	General Fund	998.63
03/26/2021	UNITED RENTALS (NORTH AMERICA)	00489372	190740622-001	PICKUP CHRG- PRMT#17031- NONTX	General Fund	155.55
				Total for Payment No.:		1,154.18

04/09/2021

Payment No: 018979

**BAYSHORE SAFETY & INDUSTRIAL** 

00490864

5413

RAGS, BLUE CREPED SONTARA, APP

Electric Utility

1,219.71

04/09/2021	CARIE T ROSE	00490953	03/21/21-04/03/21DR	WAGE ATTACHMENT B2107	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85
Payment No: 01	18855					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CARIE T ROSE	00490098	03/07/21-03/20/21DR	WAGE ATTACHMENT B2106	Payroll Liability&ClearingAcct	1,153.85
				Total for Payment No.:		1,153.85
Payment No: 64	19841					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	LIN, PO-WEI	00489670	36136MAR2021	Building Permit BLD2021-60251	General Fund	632.64
04/01/2021	LIN, PO-WEI	00489670	36136MAR2021	Electric Permit	General Fund	164.00
04/01/2021	LIN, PO-WEI	00489670	36136MAR2021	Mechanical Permit	General Fund	173.60
04/01/2021	LIN, PO-WEI	00489670	36136MAR2021	Plumbing Permit	General Fund	173.60
				Total for Payment No.:		1,143.84
Payment No: 64	49873					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	RESTROOM RENT@FAIRV 1/29- 2/25	Electric Utility Construction	21.80
04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	WKLY RESTRM SRV@FAIRV1/29- 2/25	Electric Utility Construction	55.00
04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	WKLY RESTRM SRV@FAIRV1/29- 2/25	Electric Utility Construction	55.00
04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	2 SINKS @FAIRV 1/29-2/25	Electric Utility Construction	21.80
04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	WKLY SINK SRV@FAIRV 1/29-2/25	Electric Utility Construction	85.00
04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	WKLY SINK SRV@FAIRV 1/29-2/25	Electric Utility Construction	85.00

**Payment Date** 

**Vendor Name** 

Voucher No.

Invoice No.

Description

**Fund Code** 

**Amount Paid** 

04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	DELIVERY, SETUP, REMOVAL	Electric Utility Construction	43.60
04/01/2021	UNITED SITE SERVICES INC	00489787	114-11568002	ENVIRONMENTAL FEE	Electric Utility Construction	38.70
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	RESTROOM RENT@SSS 2/23-3/22	Electric Utility	21.85
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	WKLY RESTRM SRV @SSS 2/23-3/22	Electric Utility	55.00
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	WKLY RESTRM SRV @SSS 2/23- 3/22	Electric Utility	55.00
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	2 SINK RENT@SSS 2/23-3/22	Electric Utility	21.85
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	WKLY SINK SRV@SSS 2/23-3/22	Electric Utility	85.00
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	WKLY SINK SRV@SSS 2/23-3/22	Electric Utility	85.00
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	DELIVERY, SETUP, REMOVAL	Electric Utility	43.70
04/01/2021	UNITED SITE SERVICES INC	00489788	114-11659182	ENVIRONMENTAL FEE	Electric Utility	38.70
04/01/2021	UNITED SITE SERVICES INC	00489948	114-11454987	RESTROOM RENT@GIA 1/1-1/28	Electric Utility	32.71
04/01/2021	UNITED SITE SERVICES INC	00489948	114-11454987	2 SINKS @GIA 1/1-1/28	Electric Utility	21.80
04/01/2021	UNITED SITE SERVICES INC	00489948	114-11454987	ENVIRONMENTAL FEE	Electric Utility	5.38
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	RSTRM RENT@COGEN 3/10-4/6	Electric Utility	21.80
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	WKLY RESTRM SRV@COGEN 3/10-4/6	Electric Utility	65.00
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	DAMAGE WAIVER	Electric Utility	7.95
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	2 SINKS @COGEN 3/10-4/6	Electric Utility	21.80
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	WKLY SINK SRV@@COGEN 3/10-4/6	Electric Utility	65.00
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	DAMAGE WAIVER	Electric Utility	7.95
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	DELIVERY, SETUP, REMOVAL	Electric Utility	43.60
04/01/2021	UNITED SITE SERVICES INC	00489949	114-11739192	ENVIRONMENTAL FEE	Electric Utility	22.58
				Total for Payment No.:		1,127.57

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SHRED-IT USA LLC	00490296	8181701509	SHRED SVP DVR 3/11/2021	Electric Utility	153.21

04/09/2021	SHRED-IT USA LLC	00490297	8181690955	SHREDIT SVP 881MARTIN 3/2/21	Electric Utility	164.51			
04/09/2021	SHRED-IT USA LLC	00490297	8181690955	SHREDIT SVP 881MARTIN 3/10/21	Electric Utility	164.51			
04/09/2021	SHRED-IT USA LLC	00490732	8181601742	CITY ATTORNEY'S OFFICE	General Fund	71.47			
04/09/2021	SHRED-IT USA LLC	00490732	8181601742	CCO-RECORDS CENTER	General Fund	71.50			
04/09/2021	SHRED-IT USA LLC	00490732	8181601742	FINANCE-ACCOUNTING SERVICES	General Fund	142.96			
04/09/2021	SHRED-IT USA LLC	00490732	8181601742	FINANCE-MUNICIPAL SERVICES	General Fund	71.47			
04/09/2021	SHRED-IT USA LLC	00490732	8181601742	HOUSING	General Fund	71.47			
04/09/2021	SHRED-IT USA LLC	00490732	8181601742	HUMAN RESOURCES	General Fund	71.47			
04/09/2021	SHRED-IT USA LLC	00490732	8181601742	INFORMATION TECHNOLOGY	Information Technology Service	142.96			
				Total for Payment No.:		1,125.53			
Payment No: 01	Payment No: 018951								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	KARBONE INC	00490122	2020388	BROKERAGE FEES DEC20	Electric Utility	1,125.00			
				Total for Payment No.:		1,125.00			
Payment No: 64	9850								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	NORTH BAY WATERWORKS	00490278	511	8" PIPE SEAL FLEX	Sewer Utility	1,117.25			
				Total for Payment No.:		1,117.25			
Payment No: 64	9813								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	CORODATA RECORDS MANAGEMENT, INC	00490276	RS3256999	Offsite Records 2/1/21-2/28/21	General Fund	1,107.80			
				Total for Payment No.:		1,107.80			
Payment No: 64	9923								

**Payment Date** 

**Vendor Name** 

Voucher No.

Invoice No.

Description

**Fund Code** 

**Amount Paid** 

04/09/2021	KL ENGINEERING INC	00490678	18425-02 Utility Refund	UTILITY REFUND	General Fund	1,104.40
				Total for Payment No.:		1,104.40
Payment No: 65	00096					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	STATCOMM INC	00490212	C002539	ANNUAL MTCE QUARTERLY Q3 2021	Electric Utility	871.23
04/09/2021	STATCOMM INC	00490213	W13073	GATE REPAIR DVR 2/5/21	Electric Utility	225.00
				Total for Payment No.:		1,096.23
Payment No: 65	00049					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	HOME DEPOT USA	00490244	607629698	FACILITIES SUPPLIES	General Fund	1,095.98
				Total for Payment No.:		1,095.98
Payment No: 64	9894					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	R&B HEAT & A/C	00490091	63573	PRESSURE TEST/PERMITS- HEINLEI	H.U.D Capital Projects	1,076.69
				Total for Payment No.:		1,076.69
Payment No: 01	8885					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	GRID SUBJECT MATTER EXPERTS, LLC	00489427	8985	ONGOING CIP ACTIVITIES FEB21	Electric Utility	1,075.00
				Total for Payment No.:		1,075.00
Payment No: 01	8997					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

Total for Payment No.: 1,061.00

<b>Payment</b>	No:	650055
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JOYFUL MELODIES CORP	00490630	160110 4866	Contractor Payment FY 20/21	General Fund	1,056.00
				Total for Payment No.:		1,056.00

### Payment No: 650062

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
1,053.00	Public Facilities Financing Co	2019 PFFC TAX PREP FEE	1733MAR2021	00490813	MAZE & ASSOC	04/09/2021
1,053.00		Total for Payment No.:				

### Payment No: 018874

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
1,050.00	Special Liability Insurance	LEGAL SERVICES	36020MAR2021	00490024	EDWARD KREISBERG	03/26/2021
1.050.00		Total for Payment No.:				

### Payment No: 019019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PG&E	00490187	8311198632-5 MAR2021	2021 FEB GUADALUPE CHART STATN	Sewer Utility	11.07
04/09/2021	PG&E	00490299	3889347290-2 MAR2021	ELE SV GRIZ MICROWAV MAR21	Electric Utility	291.43
04/09/2021	PG&E	00490300	3847680626-0 MAR2021	ELEC SVC GRZ INTAKE TWR MAR21	Electric Utility	744.61
				Total for Payment No.:		1,047.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	WILLIAMS SCOTSMAN INC	00490235	8626531	40X8 CONTAINER RENT APR21	Electric Utility Construction	575.99
04/09/2021	WILLIAMS SCOTSMAN INC	00490236	8627155	CONTAINER RENTAL SERRA MAR21	Electric Utility Construction	459.63
				Total for Payment No.:		1,035.62
Payment No: 01	8877					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FARWEST LINE SPECIALTIES LLC	00489983	326323	HOOK, MANHOLE COVER LIFTING, F	Electric Utility	851.89
03/26/2021	FARWEST LINE SPECIALTIES LLC	00490004	325926	PIN, BLANKET, CURVED JAW WITH	Electric Utility	166.60
				Total for Payment No.:		1,018.49
Payment No: 64	19805					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BLAIR REESE	00490240	18957	CMO REMOVE OLD BANNERS	General Fund	800.00
04/01/2021	BLAIR REESE	00490241	18958	SVP REMOVE POLE BANNERS	Elec OperatingGrant Trust Fund	200.00
				Total for Payment No.:		1,000.00
Payment No: 64	19721					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	LAN TRUONG	00489504	R220-EVC-085	EV CHRGR REBATE; 19163-02	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00
Payment No: 64	19695					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	DAVID BUNTING	00489503	R220-EVC-084	EV CHRGR REBATE; 69824-04	Elec OperatingGrant Trust Fund	1,000.00
				Total for Payment No.:		1,000.00

Payment No: 649691								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
03/26/2021	CHANG LIU	00489502	R220-EVC-083	EV CHRGR REBATE; 40934-04	Elec OperatingGrant Trust Fund	1,000.00		
				Total for Payment No.:		1,000.00		
Payment No: W2	21285A							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	ICMA Retirement Corporation	00490947	03/21/21-04/03/21A	WT: B2107 457 PLN CONTRIBUTION	Fringe Benefits	1,000.00		
				Total for Payment No.:		1,000.00		
Payment No: W2	21274							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
03/26/2021	ICMA Retirement Corporation	00490111	03/07/21-03/20/21A	WT: B2106 457 PLN CONTRIBUTION	Fringe Benefits	1,000.00		
				Total for Payment No.:		1,000.00		
Payment No: 64	9768							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
03/26/2021	WATERPROOFING ASSOC	00489386	7288	FS 1 MAIN GARAGE LEAK	General Fund	550.00		
03/26/2021	WATERPROOFING ASSOC	00489387	7326	FS 1 COMPLETE LEAK INSPECTION	General Fund	440.00		
				Total for Payment No.:		990.00		

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid	
04/09/2021	CA FRANCHISE TAX BOARD	00490972	03/21/21-04/03/21DL	WAGE ATTACHMENT B2107	Payroll Liability&ClearingAcct	964.32	
				Total for Payment No.:		964.32	

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ENGINEERS -CITY OF SANTA CLARA	00490117	02/21/21-03/20/21	UNION DUES B2106	Payroll Liability&ClearingAcct	960.81
				Total for Payment No.:		960.81

rayillelit No. 04	9121					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	NAPA AUTO PARTS	00489339	5983-637389	PARTS-V#2589	Fleet Operation Fund	13.49
03/26/2021	NAPA AUTO PARTS	00489340	5983-637503	PARTS-V#3274	Fleet Operation Fund	33.25
03/26/2021	NAPA AUTO PARTS	00489341	5983-637605	PARTS-V#3216	Fleet Operation Fund	6.15
03/26/2021	NAPA AUTO PARTS	00489342	5983-638080	PARTS-STOCK	Fleet Operation Fund	41.46
03/26/2021	NAPA AUTO PARTS	00489343	5983-638086	PARTS-V#2438	Fleet Operation Fund	17.88
03/26/2021	NAPA AUTO PARTS	00489344	5983-638092	PARTS-V#3217	Fleet Operation Fund	6.15
03/26/2021	NAPA AUTO PARTS	00489345	5983-638310	PARTS-V#2958	Fleet Operation Fund	48.27
03/26/2021	NAPA AUTO PARTS	00489346	5983-638311	PARTS-V#3255	Fleet Operation Fund	11.67
03/26/2021	NAPA AUTO PARTS	00489347	5983-638425	PARTS-STOCK	Fleet Operation Fund	112.25
03/26/2021	NAPA AUTO PARTS	00489348	5983-638522	PARTS-V#3357	Fleet Operation Fund	23.08
03/26/2021	NAPA AUTO PARTS	00489349	5983-638624	PARTS-V#2392	Fleet Operation Fund	19.43
03/26/2021	NAPA AUTO PARTS	00489350	5983-638743	PARTS-SHOP USE	Fleet Operation Fund	172.73
03/26/2021	NAPA AUTO PARTS	00489351	5983-639621	PARTS-V#3027	Fleet Operation Fund	9.32
03/26/2021	NAPA AUTO PARTS	00489352	5983-639663	PARTS-V#3344	Fleet Operation Fund	5.33
03/26/2021	NAPA AUTO PARTS	00489353	5983-639673	PARTS-V#3408	Fleet Operation Fund	11.76
03/26/2021	NAPA AUTO PARTS	00489354	5983-639849	PARTS-V#3142	Fleet Operation Fund	12.02
03/26/2021	NAPA AUTO PARTS	00489355	5983-639910	PARTS-V#3083	Fleet Operation Fund	5.59
03/26/2021	NAPA AUTO PARTS	00489356	5983-639994	PARTS-V#3197	Fleet Operation Fund	36.50
03/26/2021	NAPA AUTO PARTS	00489357	5983-640123	PARTS-STOCK	Fleet Operation Fund	106.65
03/26/2021	NAPA AUTO PARTS	00489358	5983-640131	PARTS-STOCK	Fleet Operation Fund	33.31
03/26/2021	NAPA AUTO PARTS	00489578	5983-640628	PARTS-V#3263	Fleet Operation Fund	60.09
03/26/2021	NAPA AUTO PARTS	00489579	5983-640997	PARTS-V#3350	Fleet Operation Fund	10.47
03/26/2021	NAPA AUTO PARTS	00489580	5983-641095	PARTS-V#3082	Fleet Operation Fund	14.39

03/26/2021	NAPA AUTO PARTS	00489581	5983-641505	PARTS-V#2868	Fleet Operation Fund	10.71
03/26/2021	NAPA AUTO PARTS	00489582	5983-641644	PARTS-V#2865	Fleet Operation Fund	96.77
03/26/2021	NAPA AUTO PARTS	00489583	5983-641736	PARTS-V#3202	Fleet Operation Fund	29.07
				Total for Payment No.:		947.79

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
946.26	General Fund	APN#290-26-043	2429MAR2021	00490252	SANTA CLARA COUNTY	04/01/2021
946.26		Total for Payment No.:				

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	UNITED SITE SERVICES INC	00489492	114-11561863	RESTROOM RENT@GIA 1/29-2/25	Electric Utility	32.71
03/26/2021	UNITED SITE SERVICES INC	00489492	114-11561863	2 SINKS @GIA 1/29-2/25	Electric Utility	21.80
03/26/2021	UNITED SITE SERVICES INC	00489492	114-11561863	ENVIRONMENTAL FEE	Electric Utility	5.38
03/26/2021	UNITED SITE SERVICES INC	00489493	114-11623831	RSTRM RENT@AGNEW SUB 2/11-3/10	Electric Utility	10.91
03/26/2021	UNITED SITE SERVICES INC	00489493	114-11623831	WKLY SVC @AGNEW SUB 2/11-3/10	Electric Utility	55.00
03/26/2021	UNITED SITE SERVICES INC	00489493	114-11623831	DAMAGE WAIVER	Electric Utility	7.95
03/26/2021	UNITED SITE SERVICES INC	00489493	114-11623831	ENVIRONMENTAL FEE	Electric Utility	6.99
03/26/2021	UNITED SITE SERVICES INC	00489494	114-11638103	ADA SINK@SERRA SUB 2/16-3/15	Electric Utility Construction	153.92
03/26/2021	UNITED SITE SERVICES INC	00489494	114-11638103	ADA ACCESS	Electric Utility Construction	10.91
03/26/2021	UNITED SITE SERVICES INC	00489495	114-11642793	RESTROOM RENT@PALM 2/18-3/17	Electric Utility	10.91
03/26/2021	UNITED SITE SERVICES INC	00489495	114-11642793	WKLY RESTRM SRV@PALM 2/18- 3/17	Electric Utility	55.00
03/26/2021	UNITED SITE SERVICES INC	00489495	114-11642793	ENVIRONMENTAL FEE	Electric Utility	6.99
03/26/2021	UNITED SITE SERVICES INC	00489496	114-11646655	WKLY RESTRM SRV@GIA 2/19-3/18	Electric Utility	165.00
03/26/2021	UNITED SITE SERVICES INC	00489496	114-11646655	WKLY RESTRM SRV@GIA 2/19-2/25	Electric Utility	41.25
03/26/2021	UNITED SITE SERVICES INC	00489496	114-11646655	WKLY SINK SRV@GIA 2/19-3/18	Electric Utility	170.00

03/26/2021	UNITED SITE SERVICES INC	00489496	114-11646655	WKLY SINK SRV@GIA 2/19-2/25	Electric Utility	42.50
03/26/2021	UNITED SITE SERVICES INC	00489496	114-11646655	ENVIRONMENTAL FEE	Electric Utility	45.02
03/26/2021	UNITED SITE SERVICES INC	00489497	114-11673624	RESTROOM RENT@GIA 2/26-3/25	Electric Utility	32.71
03/26/2021	UNITED SITE SERVICES INC	00489497	114-11673624	2 SINKS @GIA 2/26-3/25	Electric Utility	21.80
03/26/2021	UNITED SITE SERVICES INC	00489497	114-11673624	ENVIRONMENTAL FEE	Electric Utility	5.38
03/26/2021	UNITED SITE SERVICES INC	00489659	114-11604069	STATION HAND WASH SINK	General Fund	24.00
				Total for Payment No.:		926.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	MIDWEST TAPE LLC	00489453	500101507	1241 AD ABKS	General Fund	104.59
04/01/2021	MIDWEST TAPE LLC	00489453	500101507	1241 AD DVD'S	General Fund	237.65
04/01/2021	MIDWEST TAPE LLC	00489453	500101507	1235 AD DVD	General Fund	18.78
04/01/2021	MIDWEST TAPE LLC	00489453	500101507	1235 Juv DVD	General Fund	15.51
04/01/2021	MIDWEST TAPE LLC	00489915	500147998	1241 AD ABK	General Fund	43.59
04/01/2021	MIDWEST TAPE LLC	00489916	500149655	1241 AD ABK	General Fund	45.76
04/01/2021	MIDWEST TAPE LLC	00489916	500149655	1241 AD DVD'S	General Fund	387.47
04/01/2021	MIDWEST TAPE LLC	00489916	500149655	1235 AD DVD	General Fund	19.60
04/01/2021	MIDWEST TAPE LLC	00489916	500149655	1235 Juv DVD'S	General Fund	44.90
				Total for Payment No.:		917.85

Payment No: 018956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	MCCAMPBELL ANALYTICAL INC	00490397	2103579	Laboratory Services with McCam	Water Utility	893.00
				Total for Payment No.:		893.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	MCCAMPBELL ANALYTICAL INC	00489925	2102522	Laboratory Services with McCam	Water Utility	893.00

D	4 81 -	040747
Paymen	it No:	649/1/

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ICE REFRIGERATION	00489383	31372	TEEN CENTER ICE MACH - LABOR	General Fund	768.00
03/26/2021	ICE REFRIGERATION	00489383	31372	TEEN CENTER ICE MACH - PARTS	General Fund	114.71
				Total for Payment No.:		882.71

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ZORO TOOLS INC.	00489662	INV9254369	PVC DISCHARGE HOSE	General Fund	880.14
				Total for Payment No.:		880.14

# Payment No: 650018

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
880.13	Electric Utility	BN9391023721 2/25/21-3/24/21	000016226904	00490304	AT&T CALNET	04/09/2021
880.13		Total for Payment No.:				

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T MOBILITY	00489616	828928594X03162021	STREET DEPT WIRELESS	Solid Waste Utility- Constructi	26.24
04/01/2021	AT&T MOBILITY	00489616	828928594X03162021	STREET DEPT WIRELESS	General Fund	118.57
04/01/2021	AT&T MOBILITY	00489616	828928594X03162021	STREET DEPT WIRELESS	General Fund	118.57
04/01/2021	AT&T MOBILITY	00489616	828928594X03162021	STREET DEPT WIRELESS	General Fund	194.79
04/01/2021	AT&T MOBILITY	00489616	828928594X03162021	STREET DEPT WIRELESS	General Fund	194.79
04/01/2021	AT&T MOBILITY	00489616	828928594X03162021	STREET DEPT WIRELESS	General Fund	220.21
				Total for Payment No.:		873.17

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	REED & GRAHAM INC	00490052	982039	COLD MIX & BASE ROCK	Water Utility Construction	209.96
03/26/2021	REED & GRAHAM INC	00490052	982039	COLD MIX & BASE ROCK	Water Utility	83.98
03/26/2021	REED & GRAHAM INC	00490052	982039	COLD MIX & BASE ROCK	Electric Utility Construction	104.98
03/26/2021	REED & GRAHAM INC	00490052	982039	COLD MIX & BASE ROCK	Sewer Utility	21.00
03/26/2021	REED & GRAHAM INC	00490053	983627	COLD MIX & BASE ROCK	Water Utility Construction	109.34
03/26/2021	REED & GRAHAM INC	00490053	983627	COLD MIX & BASE ROCK	Water Utility	43.74
03/26/2021	REED & GRAHAM INC	00490053	983627	COLD MIX & BASE ROCK	Electric Utility Construction	54.69
03/26/2021	REED & GRAHAM INC	00490053	983627	COLD MIX & BASE ROCK	Sewer Utility	10.93
03/26/2021	REED & GRAHAM INC	00490054	991177	COLD MIX & BASE ROCK	Water Utility Construction	147.82
03/26/2021	REED & GRAHAM INC	00490054	991177	COLD MIX & BASE ROCK	Water Utility	44.96
03/26/2021	REED & GRAHAM INC	00490054	991177	COLD MIX & BASE ROCK	Electric Utility Construction	11.25
03/26/2021	REED & GRAHAM INC	00490054	991177	COLD MIX & BASE ROCK	Sewer Utility	20.80
				Total for Payment No.:		863.45

Payment No: W21284

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ICMA Retirement Corporation	00490946	03/21/21-04/03/21	WT: B2107 401 (A) PLAN CONTRIB	Fringe Benefits	862.48
				Total for Payment No.:		862.48

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ICMA Retirement Corporation	00490110	03/07/21-03/20/21	WT: B2106 401 (A) PLAN CONTRIB	Fringe Benefits	862.48
				Total for Payment No.:		862.48

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	CH 1500 WARBURTON AVE	Information Technology Service	158.04
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	IT 1405 CIVIC CNTR DR	Information Technology Service	55.81
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	PD 1990 WALSH AVE	General Fund	147.75
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	FIRE 1177 ALVISO ST	General Fund	32.37
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	FIRE 1177 ALVISO ST	General Fund	40.93
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	PD 601 EL CAMINO REAL	General Fund	34.62
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	PD 3992 RIVERMARK PLZ	General Fund	236.95
04/01/2021	COMCAST	00490411	2/23/21AC8155400650182 213	SR CNTR 1303 FREMONT ST	General Fund	147.74
				Total for Payment No.:		854.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BEN VARASTEH	00490719	00074484-01 Utility Refund A	UTILITY REFUND	General Fund	850.26
				Total for Payment No.:		850.26

# Payment No: 650053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JAM SERVICES INC	00490867	142620	SIGNAL, 12IN, 1 WAY, 3 SECTION	Electric Utility	850.20
				Total for Payment No.:		850.20

Payment Date - Vendor Name - Voucher No. Invoice No. Description - Fund Code - Amount Pa	Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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04/09/2021	ALL STAR GLASS	00490215	ISJ073035	LABOR- V#3109 WO#129581	Fleet Operation Fund	170.50		
04/09/2021	ALL STAR GLASS	00490215	ISJ073035	PARTS-V#3109 WO#129581	Fleet Operation Fund	245.36		
04/09/2021	ALL STAR GLASS	00490216	ISJ073211	PARTS-V#3520 WO#129765	Fleet Operation Fund	279.72		
04/09/2021	ALL STAR GLASS	00490216	ISJ073211	LABOR-V#3520 WO#129765	Fleet Operation Fund	149.50		
				Total for Payment No.:		845.08		
Payment No: 018932								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/01/2021	BUCKLES-SMITH	00489761	3230060-00	3" INSUL LIQ. TIGHT CONN ST	Electric Utility	838.23		
				Total for Payment No.:		838.23		
Payment No: 64	19916							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
<b>Payment Date</b> 04/09/2021	Vendor Name FAST AUTO & PAYDAY LOANS INC	<b>Voucher No.</b> 00490710	Invoice No. 58928-05 Utility Refund	<b>Description</b> UTILITY REFUND	Fund Code General Fund	Amount Paid 825.87		
-				·				
-				UTILITY REFUND		825.87		
-	FAST AUTO & PAYDAY LOANS INC			UTILITY REFUND		825.87		
04/09/2021	FAST AUTO & PAYDAY LOANS INC			UTILITY REFUND		825.87		
04/09/2021  Payment No: 01	FAST AUTO & PAYDAY LOANS INC	00490710	58928-05 Utility Refund	UTILITY REFUND Total for Payment No.:	General Fund	825.87 825.87		
04/09/2021  Payment No: 01  Payment Date	FAST AUTO & PAYDAY LOANS INC  8870  Vendor Name	00490710 Voucher No.	58928-05 Utility Refund  Invoice No.	UTILITY REFUND  Total for Payment No.:  Description	General Fund Fund Code	825.87 825.87 Amount Paid		
04/09/2021  Payment No: 01  Payment Date  03/26/2021	FAST AUTO & PAYDAY LOANS INC  8870  Vendor Name  CINTAS CORP #630	00490710  Voucher No. 00489064	58928-05 Utility Refund  Invoice No. 4072965790	UTILITY REFUND  Total for Payment No.:  Description  CHEMICALS-CRC	General Fund  Fund Code  General Fund  Other City Dept Op	825.87 825.87 Amount Paid 34.06		
04/09/2021  Payment No: 01  Payment Date  03/26/2021  03/26/2021	FAST AUTO & PAYDAY LOANS INC  8870  Vendor Name  CINTAS CORP #630  CINTAS CORP #630	00490710  Voucher No. 00489064 00489064	58928-05 Utility Refund  Invoice No. 4072965790 4072965790	UTILITY REFUND  Total for Payment No.:  Description  CHEMICALS-CRC  DS1-CRC  2021 MAR WATER UNFORM	Fund Code General Fund Other City Dept Op Grant Fund	825.87 825.87 Amount Paid 34.06 19.62		
04/09/2021  Payment No: 01  Payment Date  03/26/2021  03/26/2021	FAST AUTO & PAYDAY LOANS INC  8870  Vendor Name  CINTAS CORP #630  CINTAS CORP #630  CINTAS CORP #630	Voucher No. 00489064 00489064 00489380	58928-05 Utility Refund  Invoice No. 4072965790 4072965790 4077685875	Description CHEMICALS-CRC DS1-CRC  2021 MAR WATER UNFORM SERVICE 2021 MAR WATER UNFORM	Fund Code General Fund Other City Dept Op Grant Fund Water Utility	825.87 825.87 Amount Paid 34.06 19.62 340.00		

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

Payment No: 649679

03/26/2021	ARAMARK UNIFORM SERVICES	00489388	511000005338	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	408.56
03/26/2021	ARAMARK UNIFORM SERVICES	00489533	511000023907	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	408.56
				Total for Payment No.:		817.12
Payment No: 64	9947					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CA FRANCHISE TAX BOARD	00490971	03/21/21-04/03/21NG	WAGE ATTACHMENT B2107	Payroll Liability&ClearingAcct	810.49
				Total for Payment No.:		810.49
Payment No: 64	9868					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	T-MOBILE USA INC	00489930	9436243643	GPS Locate 21-203071	General Fund	450.00
04/01/2021	T-MOBILE USA INC	00489931	9436485038	GPS Locate 21-2050155	General Fund	360.00
				Total for Payment No.:		810.00
Payment No: 01	8996					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	COAST COUNTIES TRUCK	00489856	01124569P	PARTS-V#3197	Fleet Operation Fund	329.17
04/09/2021	COAST COUNTIES TRUCK	00490218	0133685S	LABOR-V#3288 WO#129377	Fleet Operation Fund	459.93
				Total for Payment No.:		789.10
Payment No: 64	9749					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SCP DISTRIBUTORS LLC	00489060	36021381	CONNECTING NUT W ADAPTER	General Fund	618.98
03/26/2021	SCP DISTRIBUTORS LLC	00489061	36021532	CONNECTING NUT W/ ADAPTER	General Fund	170.09
				Total for Payment No.:		789.07

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Pavment	No:	01	8879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FIS AVANTGARD LLC	00489398	5900241877	APS 2 ASP SRVC APR2021	General Fund	785.07
				Total for Payment No.:		785.07

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CA FRANCHISE TAX BOARD	00490973	03/21/21-04/03/21BT	WAGE ATTACHMENT B2107	Payroll Liability&ClearingAcct	778.88
				Total for Payment No.:		778.88

### Payment No: 650107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	UNITED PARCEL SERVICE	00490724	00009882E5121A	DELIVERY CHGS ELEC, FIN ADMIN	Electric Utility	757.89
04/09/2021	UNITED PARCEL SERVICE	00490724	00009882E5121A	DELIVERY CHGS ELEC, FIN ADMIN	General Fund	16.61
				Total for Payment No.:		774.50

### Payment No: 649988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MARGARET KALB	00471454	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	156.00
04/09/2021	MARGARET KALB	00471455	04/14/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	156.00
04/09/2021	MARGARET KALB	00471512	04/14/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	231.00
04/09/2021	MARGARET KALB	00471513	04/14/20 CLASS REFUND C	PARKS DEPT REFUND	General Fund	231.00
				Total for Payment No.:		774.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	NAPA AUTO PARTS	00490532	5983-625985	NO TAX CHGD REF V#00490544	Fleet Operation Fund	10.38

04/09/2021	NAPA AUTO PARTS	00490533	5983-626305	NO TAX CHGD REF V#00490546	Fleet Operation Fund	230.23
04/09/2021	NAPA AUTO PARTS	00490534	5983-630072	NO TAX CHGD REF V#00490548	Fleet Operation Fund	88.47
04/09/2021	NAPA AUTO PARTS	00490535	5983-630106	NO TAX CHGD REF V#00490552	Fleet Operation Fund	19.56
04/09/2021	NAPA AUTO PARTS	00490536	5983-630653	NO TAX CHGD REF V#00490551	Fleet Operation Fund	12.47
04/09/2021	NAPA AUTO PARTS	00490537	5983-630888	NO TAX CHGD REF V#00490550	Fleet Operation Fund	74.14
04/09/2021	NAPA AUTO PARTS	00490538	5983-631411	NO TAX CHGD REF V#00490556	Fleet Operation Fund	12.21
04/09/2021	NAPA AUTO PARTS	00490539	5983-631516	NO TAX CHGD REF V#00490558	Fleet Operation Fund	45.03
04/09/2021	NAPA AUTO PARTS	00490540	5983-631569	NO TAX CHGD REF V#00490560	Fleet Operation Fund	9.83
04/09/2021	NAPA AUTO PARTS	00490541	5983-631863	NO TAX CHGD REF V#00490562	Fleet Operation Fund	3.43
04/09/2021	NAPA AUTO PARTS	00490542	5983-634126	NO TAX CHGD REF V#00490564	Fleet Operation Fund	169.38
04/09/2021	NAPA AUTO PARTS	00490543	5983-634274	NO TAX CHGD REF V#00490566	Fleet Operation Fund	30.12
04/09/2021	NAPA AUTO PARTS	00490544	5983-643692	CREDIT ISSED REF V#00490532	Fleet Operation Fund	-10.38
04/09/2021	NAPA AUTO PARTS	00490545	5983-643693	PARTS-V#2781	Fleet Operation Fund	11.31
04/09/2021	NAPA AUTO PARTS	00490546	5983-643701	CREDIT ISSED REF V#00490533	Fleet Operation Fund	-230.23
04/09/2021	NAPA AUTO PARTS	00490547	5983-643702	PARTS-STOCK	Fleet Operation Fund	250.95
04/09/2021	NAPA AUTO PARTS	00490548	5983-643760	CREDIT ISSED REF V#00490534	Fleet Operation Fund	-88.47
04/09/2021	NAPA AUTO PARTS	00490549	5983-643761	PARTS-STOCK	Fleet Operation Fund	96.43
04/09/2021	NAPA AUTO PARTS	00490550	5983-643779	CREDIT ISSED REF V#00490537	Fleet Operation Fund	-74.14
04/09/2021	NAPA AUTO PARTS	00490551	5983-643769	CREDIT ISSED REF V#00490536	Fleet Operation Fund	-12.47
04/09/2021	NAPA AUTO PARTS	00490552	5983-643764	CREDIT ISSED REF V#00490535	Fleet Operation Fund	-19.56
04/09/2021	NAPA AUTO PARTS	00490553	5983-643765	PARTS-STOCK	Fleet Operation Fund	21.32
04/09/2021	NAPA AUTO PARTS	00490554	5983-643770	PARTS-V#3275	Fleet Operation Fund	13.59
04/09/2021	NAPA AUTO PARTS	00490555	5983-643780	PARTS-V#3059	Fleet Operation Fund	80.81
04/09/2021	NAPA AUTO PARTS	00490556	5983-643786	CREDIT ISSED REF V#00490538	Fleet Operation Fund	-12.21
04/09/2021	NAPA AUTO PARTS	00490557	5983-643787	PARTS-V#3047	Fleet Operation Fund	13.31
04/09/2021	NAPA AUTO PARTS	00490558	5983-643788	CREDIT ISSED REF V#00490539	Fleet Operation Fund	-45.03
04/09/2021	NAPA AUTO PARTS	00490559	5983-643789	PARTS-V#3200	Fleet Operation Fund	49.08
04/09/2021	NAPA AUTO PARTS	00490560	5983-643794	CREDIT ISSED REF V#00490540	Fleet Operation Fund	-9.83
04/09/2021	NAPA AUTO PARTS	00490561	5983-643795	PARTS-V#2867	Fleet Operation Fund	10.71
04/09/2021	NAPA AUTO PARTS	00490562	5983-643796	CREDIT ISSED REF V#00490541	Fleet Operation Fund	-3.43

04/09/2021	NAPA AUTO PARTS	00490563	5983-643797	PARTS-V#3014	Fleet Operation Fund	3.74
04/09/2021	NAPA AUTO PARTS	00490564	5983-643798	CREDIT ISSED REF V#00490542	Fleet Operation Fund	-169.38
04/09/2021	NAPA AUTO PARTS	00490565	5983-643799	PARTS-V#3276	Fleet Operation Fund	184.62
04/09/2021	NAPA AUTO PARTS	00490566	5983-643801	CREDIT ISSED REF V#00490543	Fleet Operation Fund	-30.12
04/09/2021	NAPA AUTO PARTS	00490567	5983-643802	PARTS-V#3276	Fleet Operation Fund	32.83
				Total for Payment No.:		768.70

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	CINTAS CORP #630	00489702	4078175066	UNIFORMS	General Fund	64.71
04/01/2021	CINTAS CORP #630	00489703	4078560115	UNIFORMS	General Fund	130.16
04/01/2021	CINTAS CORP #630	00490148	4077685874	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
04/01/2021	CINTAS CORP #630	00490149	4077685824	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
04/01/2021	CINTAS CORP #630	00490151	4078340603	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	35.85
04/01/2021	CINTAS CORP #630	00490153	4078340616	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	234.71
04/01/2021	CINTAS CORP #630	00490155	4078340517	LAUNDRY SERVICE FY20/21 SVP FR	Electric Utility	129.34
				Total for Payment No.:		759.96

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	R & R INDUSTRIES INC	00490421	592635	VEST, SURVEYOR SAFETY, MEDIUM	Water Utility	250.28
04/01/2021	R & R INDUSTRIES INC	00490421	592635	VEST, SURVEYOR SAFETY, LARGE S	Water Utility	250.29
04/01/2021	R & R INDUSTRIES INC	00490421	592635	VEST, SURVEYOR SAFETY, XX- LARG	Water Utility	250.29

**Fund Code** 

General Fund

750.86

**Amount Paid** 

700.00

700.00

Payment No: 64	Payment No: 649767								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	WARDELL AUTO INTERIORS AND TOPS, LLC	00489593	9769	LABOR-V#3195 WO#129941	Fleet Operation Fund	665.00			
03/26/2021	WARDELL AUTO INTERIORS AND TOPS, LLC	00489593	9769	PARTS- V#3195 WO#129941	Fleet Operation Fund	81.75			
				Total for Payment No.:		746.75			
Payment No: 64	Payment No: 649859								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	REP NUT & BOLT GUY	00489706	32033	SHOP STOCK	General Fund	731.61			
				Total for Payment No.:		731.61			
Payment No: 64	49671								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	CA FRANCHISE TAX BOARD	00490102	03/07/21-03/20/21DL	WAGE ATTACHMENT B2106	Payroll Liability&ClearingAcct	716.27			
				Total for Payment No.:		716.27			
Payment No: 65	50035								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	DAVID'S RALLY WHEELS, INC.	00490219	69717	TIRES- CG2231LABOR	Fleet Operation Fund	712.00			
				Total for Payment No.:		712.00			

Description

PSYCH SERVICES

Total for Payment No.:

Payment No: 649864

**Vendor Name** 

STEVEN DOLEZAL

Voucher No.

00489621

Invoice No.

892JAN21

**Payment Date** 

04/01/2021

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	MIDWEST TAPE LLC	00489037	500063444	1241 AD ABKS	General Fund	129.62
03/26/2021	MIDWEST TAPE LLC	00489037	500063444	1241 AD DVD	General Fund	27.77
03/26/2021	MIDWEST TAPE LLC	00489037	500063444	1231 Juv DVD'S	General Fund	55.55
03/26/2021	MIDWEST TAPE LLC	00489037	500063444	1235 AD DVD	General Fund	27.77
03/26/2021	MIDWEST TAPE LLC	00489037	500063444	1235 Juv DVD'S	General Fund	111.00
03/26/2021	MIDWEST TAPE LLC	00489038	500072435	1241 AD ABKS	General Fund	129.63
03/26/2021	MIDWEST TAPE LLC	00489038	500072435	1241 AD DVD'S	General Fund	98.01
03/26/2021	MIDWEST TAPE LLC	00489038	500072435	1233 AD DVD	General Fund	22.05
03/26/2021	MIDWEST TAPE LLC	00489038	500072435	1235 AD DVD'S	General Fund	78.41
03/26/2021	MIDWEST TAPE LLC	00489038	500072435	1235 Juv DVD	General Fund	8.97
				Total for Payment No.:		688.78

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
663.23	Electric Utility	DVR CHEM DEL SOD HYP MAR2021	49026560	00489947	UNIVAR SOLUTIONS USA INC	04/01/2021
14.42	Electric Utility	CALIFORNIA MILL FEE	49026560	00489947	UNIVAR SOLUTIONS USA INC	04/01/2021
677.65		Total for Payment No.:				

### Payment No: 649835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	INDUSTRIAL SCIENTIFIC CORP	00489946	2406560	INET SUBSC MAR2021	Electric Utility	677.11
				Total for Payment No.:		677.11

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	OMNETRIC CORP.	00489975	5720007404	MDMS & ENERGY ENGAGE IMPLEMENT	Electric Utility Construction	675.00

Payment No: 64	Payment No: 649670									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	CA FRANCHISE TAX BOARD	00490101	03/07/21-03/20/21NG	WAGE ATTACHMENT B2106	Payroll Liability&ClearingAcct	673.33				
				Total for Payment No.:		673.33				
Payment No: 65	0110									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	UNIVAR SOLUTIONS USA INC	00490145	49036518	DVR CHEM DEL SOD BISUL MAR21	Electric Utility	664.90				
				Total for Payment No.:		664.90				
Payment No: 65	0016									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	ASPHALT ZIPPER INC	00489854	INV/2021/0308	ZIPPER- LAWRENCE SOP#17031	General Fund	657.48				
				Total for Payment No.:		657.48				
Payment No: 65	0052									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	INDUSTRIAL SCIENTIFIC CORP	00490184	2407023	2021 MARCH INET GAS MONITORING	Sewer Utility	650.86				
				Total for Payment No.:		650.86				
Payment No: 01	8912									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021		00490031	39092	LEGAL SERVICES	Special Liability Insurance	648.00				
				Total for Payment No.:		648.00				

Payment No: 6	Payment No: 649712									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
03/26/2021	HALREC INC	00489370	377461	PARTS-V#3490	Fleet Operation Fund	171.37				
03/26/2021	HALREC INC	00489371	378359	PARTS-V#2772	Fleet Operation Fund	196.75				
03/26/2021	HALREC INC	00489589	378502	PARTS-V#2896	Fleet Operation Fund	276.03				
				Total for Payment No.:		644.15				
Payment No: 0	19032									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	WAXIE SANITARY SUPPLY	00489831	79873593	HAND TOWELS	General Fund	613.84				
				Total for Payment No.:		613.84				
Payment No: 6	49811									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/01/2021	CONSUMERS' CHECKBOOK	00489764	SFB1054862Q2021	1241 AD DB	General Fund	600.00				
0 1/0 1/2021	CONCOMENC CHECKBOOK	00 1007 0 1	01 B100 1002 Q2021	Total for Payment No.:	Conordin und	600.00				
				rotarior raymone reo		000.00				
Payment No: 6										
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid				
04/09/2021	JORGE CASTILLO	00472912	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	587.50				
				Total for Payment No.:		587.50				

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	MCKESSON MEDICAL	00489917	18047887	FIRST AID SUPPLIES	General Fund	557.73
				Total for Payment No.:		557.73

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CATHERINE QUE	00474486	06/23/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	556.00
				Total for Payment No.:		556.00
Payment No: 64	19974					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GALLAGHER, TIM	00471452	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	156.00
04/09/2021	GALLAGHER, TIM	00471507	04/14/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	231.00
04/09/2021	GALLAGHER, TIM	00471613	04/14/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	168.00
				Total for Payment No.:		555.00
Payment No: 01	8918					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	TIFCO INDUSTRIES	00489590	71630454	PARTS- SHOP USE	Fleet Operation Fund	20.75
03/26/2021	TIFCO INDUSTRIES	00489592	71631368	PARTS- SHOP USE	Fleet Operation Fund	529.41
				Total for Payment No.:		550.16
Payment No: 65	50017					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	AT&T	00490303	1173978411	T1.5 MBPS SVC 19MAR21-18APR21	Electric Utility	540.86
				Total for Payment No.:		540.86
Payment No: 64	9680					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	AT&T	00489537	1173825896	T1.5 MBPS SVC 19FEB21-18MAR21	Electric Utility	540.86
				Total for Payment No.:		540.86

Day	mont	No:	649884
ray	yment	NO:	049004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	DOUGLAS LUECK	00490497	03/07/21-03/20/21	DD RETURNED NON EXIST ACCT	Payroll Liability&ClearingAcct	530.13
				Total for Payment No.:		530.13

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MCMASTER-CARR SUPPLY CO	00489829	52173478	HEX HEAD SCREW & NUTS	General Fund	527.02
				Total for Payment No.:		527.02

### Payment No: 649890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	LEWIS HAIN	00490721	00081642-01 Utility Refund	UTILITY REFUND	General Fund	526.90
				Total for Payment No.:		526.90

### Payment No: 649656

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ALLISON FOEHR	00479083	PRCK#88956	REPLACE OUTDATED PR CK	Payroll Liability&ClearingAcct	170.20
03/26/2021	ALLISON FOEHR	00479084	PRCK#89133	REPLACE OUTDATED PR CK	Payroll Liability&ClearingAcct	193.50
03/26/2021	ALLISON FOEHR	00479086	PRCK#89274	REPLACE OUTDATED PR CK	Payroll Liability&ClearingAcct	163.13
				Total for Payment No.:		526.83

Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
89.16	Electric Utility	LINEMAN WRENCH 12" STEEL	327406	00489944	FARWEST LINE SPECIALTIES LLC	04/01/2021
107.54	Electric Utility	HIGH LEV RATCHETING WRENCH	327406	00489944	FARWEST LINE SPECIALTIES LLC	04/01/2021
271.04	Electric Utility	PRI CABLE INSULATION STRIPPER	327406	00489944	FARWEST LINE SPECIALTIES LLC	04/01/2021

04/01/2021	FARWEST LINE SPECIALTIES LLC	00489944	327406	INSULATING 4-IN-1 WRENCH	Electric Utility	43.99
04/01/2021	FARWEST LINE SPECIALTIES LLC	00489944	327406	SHIPPING	Electric Utility	13.27
				Total for Payment No.:		525.00
Payment No: 64	9701					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	EH WACHS	00488816	INV185925	VEHICLE CHARGER AND BATTERY	Water Utility	518.59
				Total for Payment No.:		518.59
Payment No: 01	8952					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00489531	SJ1871	1241 AD BK	General Fund	340.76
04/01/2021	KINOKUNIYA BOOKSTORES OF AMERICA CO. LTD	00489532	SJ1872	1231 JUV BK	General Fund	177.81
				Total for Payment No.:		518.57
Payment No: 64	9799					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	BANK OF NEW YORK MELLON	00490127	252-2366632	SUBREVREFBONDS 2020-1 CONV FEE	Electric Utility-Debt Services	500.00
				Total for Payment No.:		500.00
Payment No: 65	0105					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TURF STAR INC	00489833	7162320-00	BLADE MULCH	General Fund	496.88
				Total for Payment No.:		496.88
Payment No: 65	50046					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

04/09/2021	GUIDEHOUSE INC	00490206	0100060189	NERC CIP SUPPORT FEB21	Electric Utility	491.75
				Total for Payment No.:		491.75

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021		00490821	399270	LEGAL SERVICES	General Government - Other	489.00
				Total for Payment No.:		489.00

### Payment No: 649716

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00489498	02568250	SAFETY TINT - D. CARRASCO	Electric Utility	122.36
03/26/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00489498	02568250	DISPENSING FEE	Electric Utility	28.00
03/26/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00489499	02563248	SAFETY GLASSES CLEAR - DELGADO	Electric Utility	134.38
03/26/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00489499	02563248	DISPENSING FEE	Electric Utility	28.00
03/26/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00489500	02563247	SAFETY GLASSES CLEAR - DELGADO	Electric Utility	140.93
03/26/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00489500	02563247	DISPENSING FEE	Electric Utility	28.00
				Total for Payment No.:		481.67

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00491176	10341710	ADMIN FEE MARCH 2021	Payroll Liability&ClearingAcct	465.00
04/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00491176	10341710	ADMIN FEE MARCH 2021	General Fund	93.00
04/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00491177	10336980	ADJUST TO CORRECT PART RATE	General Fund	-34.65
04/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00491178	10337164	ADJUST TO CORRECT PPPM RATE	General Fund	-33.95
04/08/2021	NAVIA BENEFIT SOLUTIONS, INC	00491179	10343869	ADJUST COMMUTER BILLING ERROR	General Fund	-7.00

				ERROR		
				Total for Payment No.:		475.40
Payment No: 64	19736					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PETERSON TRACTOR CO	00489361	PC001729988	PARTS-V#2834	Fleet Operation Fund	135.97
03/26/2021	PETERSON TRACTOR CO	00489362	PC001730645	PARTS-V#2832	Fleet Operation Fund	310.88
03/26/2021	PETERSON TRACTOR CO	00489587	PC001731137	PARTS-V#3253	Fleet Operation Fund	24.05
				Total for Payment No.:		470.90
Payment No: 01	8909					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PG&E	00489491	8733459618-3 MAR2021	GAS SVC 3025 RAYMOND FEB2021	Electric Utility	465.26
				Total for Payment No.:		465.26
Payment No: 01	8993					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BURLINGTON SAFETY LAB INC	00490302	41526	RUBBER INSU LINEHOSE RETEST	Electric Utility	322.00
04/09/2021	BURLINGTON SAFETY LAB INC	00490302	41526	CLASS2 BLANKET RETEST NON- TAX	Electric Utility	96.00
04/09/2021	BURLINGTON SAFETY LAB INC	00490302	41526	CLASS4 BLANKET RETEST NON- TAX	Electric Utility	30.00
04/09/2021	BURLINGTON SAFETY LAB INC	00490302	41526	RUBBER GLOVE RETEST NON-TAX	Electric Utility	10.00
				Total for Payment No.:		458.00
Payment No: 65	50072					
-	7001 <u>2</u>					
	.,	.,		<b>B</b> • • •		
<b>Payment Date</b> 04/09/2021	Vendor Name  NAPA AUTO PARTS	Voucher No. 00489870	Invoice No. 5983-639792	Description PARTS-V#3164	Fund Code Fleet Operation Fund	Amount Paid 34.23

04/08/2021

04/09/2021

NAPA AUTO PARTS

NAVIA BENEFIT SOLUTIONS, INC

00491182

00489871

5983-641850

PARTS-V#3020

10343868

ADJUST COMMUTER BILLING

**ERROR** 

General Fund

Fleet Operation Fund

-7.00

45.44

04/09/2021	NAPA AUTO PARTS	00489872	5983-641883	PARTS-V#3020	Fleet Operation Fund	177.54
04/09/2021	NAPA AUTO PARTS	00489873	5983-642198	PARTS-V#2949	Fleet Operation Fund	3.74
04/09/2021	NAPA AUTO PARTS	00489874	5983-642204	PARTS-STOCK	Fleet Operation Fund	133.90
04/09/2021	NAPA AUTO PARTS	00489875	5983-642263	PARTS-3402	Fleet Operation Fund	16.60
04/09/2021	NAPA AUTO PARTS	00489876	5983-642284	PARTS-STOCK	Fleet Operation Fund	25.72
				Total for Payment No.:		437.17
Payment No: 64	19732					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	OIL CHANGER	00489584	FEB. 2021 CAR WASH	FEB 2021 CAR WASH	Fleet Operation Fund	432.00
				Total for Payment No.:		432.00
Payment No: 64	19951					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	METLIFE INDIVIDUAL LONG TERM	00490961	19647956 APR2021	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	421.83
				Total for Payment No.:		421.83
Payment No: 01	8974					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00490412	202235	TESTING, INSPECTION, MAINTENAN	Fleet Operation Fund	418.38
				Total for Payment No.:		418.38
Payment No: 64	19926					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	LIDIA SALAZAR	00490679	18668-11 Utility Refund	UTILITY REFUND	General Fund	414.01
				Total for Payment No.:		414.01

ayment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code
4/01/2021	INTERSTATE TRAFFIC CONTROL	00489918	242004	HOLIDAY CONTEST SIGN	General Fund

Payment No: 64	Payment No: 649980							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	JIGNA NAIK	00471457	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	179.13		
04/09/2021	JIGNA NAIK	00471505	04/14/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	231.00		
				Total for Payment No.:		410.13		

**Amount Paid** 

412.97 412.97

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	ARAMARK UNIFORM SERVICES	00489942	511000028965	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	408.56
				Total for Payment No.:		408.56

					50002	Payment No: 65
Amount Paid	Fund Code	Description	Invoice No.	Voucher No.	Vendor Name	Payment Date
407.50	General Fund	PARKS DEPT REFUND	04/21/20 CLASS REFUND	00472943	SARAH WAJIHUDDIN	04/09/2021
407.50		Total for Payment No.:				

Payment No: 649958						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BECKY PORROVECCHIO	00474485	06/23/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	399.00
				Total for Payment No.:		399.00

Payment No: 650047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	HERC RENTAL INC	00490211	31933679-001	RENTAL- SKIDSTEER	General Fund	397.35
				Total for Payment No.:		397.35
Payment No: 64	19720					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	KRAFT INDUSTRIAL SUPPLY	00489540	35818	3"-150# FULL FACE, 1/16" BSSC	Electric Utility	394.29
				Total for Payment No.:		394.29
Payment No: 01	18988					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ALMADEN PRESS INC	00490080	148845	Correction Notices - 1,000 Qty	General Fund	386.95
				Total for Payment No.:		386.95
Payment No: 01	18875					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	EFFICIENCY SERVICES GROUP, LLC	00489887	3096	ADMIN/PROGRAM SUPP SRV FEB21	Electric Utility	385.00
				Total for Payment No.:		385.00
Payment No: 64	19737					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PETERSON TRUCKS	00479815	CM227547S	CORE RETURN- STOCK	Fleet Operation Fund	-197.55
03/26/2021	PETERSON TRUCKS	00489363	421011M	PARTS-STOCK	Fleet Operation Fund	572.73
				Total for Payment No.:		375.18
Payment No: 65	50078					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ORLANDI TRAILER INC	00489877	196486	PARTS-V#3573	Vehicle Replacement	373.86

				Total for Payment No.:		373.86
Payment No: 01	9010					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JOHN'S SALT SERVICE INC	00490301	MARCH & APRIL	SALT BIN RENT MAR21-APR21	Electric Utility	372.00
				Total for Payment No.:		372.00
Payment No: 64	19793					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T MOBILITY	00489608	828848268X03162021	BLDG MAINT WIRELESS	General Fund	367.75
				Total for Payment No.:		367.75
Payment No: 65	50090					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SANTA CLARA LIGHTING, INC.	00490179	21016	CITY HALL	General Fund	207.97
04/09/2021	SANTA CLARA LIGHTING, INC.	00490180	20940	SUPPLIES	General Fund	158.05
				Total for Payment No.:		366.02
Payment No: 64	19756					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	THYSSENKRUPP ELEVATOR	00489384	3005804798	SCCC MARCH 2021	Convention Cnt Maintenance Dis	365.34
				Total for Payment No.:		365.34
Payment No: 01	8867					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	BELL ELECTRICAL SUPPLY	00489062	5649894	DOTTIE D60	General Fund	27.10
03/26/2021	BELL ELECTRICAL SUPPLY	00489428	5660954	WIRE TFFN-18-BLK	General Fund	76.30

03/26/2021	BELL ELECTRICAL SUPPLY	00489429	5660955	1/2 CLOSE GALV	General Fund	45.77
03/26/2021	BELL ELECTRICAL SUPPLY	00489611	5655087	ELECTRICAL TAPE AND WIRES	General Fund	55.91
03/26/2021	BELL ELECTRICAL SUPPLY	00489613	5655089	FITTINGS, WIRE CABLE, CONDUIT	General Fund	133.44
03/26/2021	BELL ELECTRICAL SUPPLY	00489623	5657735	MULBERRY BOX	General Fund	21.99
				Total for Payment No.:		360.51
Payment No: 64	49862					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	SHRED-IT USA LLC	00489779	8181514035	1705 ELEC. SHRED FEB2021	Electric Utility	355.54
				Total for Payment No.:		355.54
Payment No: 65	50116					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ZEP SALES & SERVICE	00489884	9006050378	STRT SUPPLIES	General Fund	355.29
				Total for Payment No.:		355.29
Payment No: 65	50009					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	YARLAGADDA, ANNAPURNA	00472955	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	98.00
04/09/2021	YARLAGADDA, ANNAPURNA	00472988	05/19/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	245.00
				Total for Payment No.:		343.00
Payment No: 64	49993					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	NICOLE SANTOS	00471679	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
04/09/2021	NICOLE SANTOS	00471882	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
04/09/2021	NICOLE SANTOS	00472804	A 04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
0 <del>7</del> /00/2021	MODEL OANTOO	JUTI 2004	5-72 1720 OLAGO NEI OND	Total for Payment No.:	Contrain una	342.00
				rotation raymont No		342.00

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Payment	No:	649710	

Payment No: 64	9710					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00489328	Cl027150	PARTS-V#2950	Fleet Operation Fund	112.36
03/26/2021	GOLDEN STATE EMERGENCY VEHICLE SERV, INC	00489328	CI027150	PARTS-V#2951	Fleet Operation Fund	226.96
				Total for Payment No.:		339.32
Payment No: 64	9934					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SALLIE MCCKINLEY	00490703	54295-01 Utility Refund	UTILITY REFUND	General Fund	335.44
				Total for Payment No.:		335.44
Payment No: 64	9990					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MEI CHEN TAI	00469177	04/07/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	136.00
04/09/2021	MEI CHEN TAI	00471101	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	14.00
04/09/2021	MEI CHEN TAI	00471480	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	181.00
				Total for Payment No.:		331.00
Payment No: 64	9684					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	AZCO SUPPLY, INC.	00488810	291895	REFUND FOR MATERIAL	Electric Utility	-124.26
03/26/2021	AZCO SUPPLY, INC.	00490011	294272	BOX, B-48 CONCRETE WITHOUT	Water Utility	453.44

Payment N	10: 649664
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	HUGO ESTRADA	00490059	32321MAR2021	In-service training	General Fund	325.00

LID

Total for Payment No.:

329.18

**Fund Code** 

**Amount Paid** 

Payment No: 01	19033					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	WESTERN RENEWABLE ENERGY	00490126	WR25092	CERTS CREATED	Electric Utility	75.01
04/09/2021	WESTERN RENEWABLE ENERGY	00490126	WR25092	CERTS TRANSFERRED	Electric Utility	35.08
04/09/2021	WESTERN RENEWABLE ENERGY	00490126	WR25092	DELIVERABILITY-NERC TAG	Electric Utility	212.00
				Total for Payment No.:		322.09
Payment No: 64	49760					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	TRC ENGINEERS INC	00489508	32165	REACH CODE DEVELOP THRU FEB21	Elec OperatingGrant Trust Fund	320.00
				Total for Payment No.:		320.00
Payment No: 01	18902					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	NALCO CO	00489545	6670034736	MO.SRV FEE COGEN MAR21	Electric Utility	315.46
				Total for Payment No.:		315.46
Payment No: 01	18987					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ALL GUARD ALARM SYSTEMS INC	00490923	S104882	SENIOR CENTER - FAULTY MOTION	General Fund	87.39
04/09/2021	ALL GUARD ALARM SYSTEMS INC	00490923	S104882	LABOR	General Fund	227.50
				Total for Payment No.:		314.89
Payment No: 65	50113					

**Payment Date** 

Vendor Name

Voucher No.

Invoice No.

Description

04/09/2021	VERIZON WIRELESS	00485915	9869822280	METER READERS WIRELESS	General Fund	309.60
				Total for Payment No.:		309.60
Payment No: 649905						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BALZER FAMILY INVESTMENTS	00490684	24494-11 Utility Refund	UTILITY REFUND	General Fund	308.20
				Total for Payment No.:		308.20
Payment No: 649903						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ANOLE DESIGNS	00490674	16341-08 Utility Refund	UTILITY REFUND	General Fund	299.06
				Total for Payment No.:		299.06
Payment No: 649761						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
Payment Date 03/26/2021	UC REGENTS-UC COOPERATIVE	<b>Voucher No.</b> 00489373	Invoice No. 20210228CEP	Description COMPOST BINS	Fund Code Solid Waste Program	Amount Paid 299.00
-				COMPOST BINS		299.00
-	UC REGENTS-UC COOPERATIVE			-		
03/26/2021	UC REGENTS-UC COOPERATIVE EXTENSION			COMPOST BINS		299.00
03/26/2021 Payment No: 64	UC REGENTS-UC COOPERATIVE EXTENSION	00489373	20210228CEP	COMPOST BINS  Total for Payment No.:	Solid Waste Program	299.00 299.00
03/26/2021	UC REGENTS-UC COOPERATIVE EXTENSION  9773  Vendor Name			COMPOST BINS		299.00
03/26/2021  Payment No: 64  Payment Date	UC REGENTS-UC COOPERATIVE EXTENSION	00489373 Voucher No.	20210228CEP	COMPOST BINS  Total for Payment No.:  Description  Hazmat Incident Commander	Solid Waste Program  Fund Code	299.00 299.00 Amount Paid
03/26/2021  Payment No: 64  Payment Date	UC REGENTS-UC COOPERATIVE EXTENSION  9773  Vendor Name	00489373 Voucher No.	20210228CEP	COMPOST BINS  Total for Payment No.:  Description	Solid Waste Program  Fund Code	299.00 299.00 Amount Paid 295.00
03/26/2021  Payment No: 64  Payment Date  04/01/2021	UC REGENTS-UC COOPERATIVE EXTENSION  19773  Vendor Name  EDUARDO MAYA	00489373 Voucher No.	20210228CEP	COMPOST BINS  Total for Payment No.:  Description  Hazmat Incident Commander	Solid Waste Program  Fund Code	299.00 299.00 Amount Paid 295.00
03/26/2021  Payment No: 64  Payment Date	UC REGENTS-UC COOPERATIVE EXTENSION  19773  Vendor Name  EDUARDO MAYA	00489373 Voucher No.	20210228CEP	COMPOST BINS  Total for Payment No.:  Description  Hazmat Incident Commander	Solid Waste Program  Fund Code	299.00 299.00 Amount Paid 295.00
Payment No: 64 Payment Date 04/01/2021	UC REGENTS-UC COOPERATIVE EXTENSION  19773  Vendor Name  EDUARDO MAYA	00489373  Voucher No. 00490424	20210228CEP  Invoice No. 29982MAR2021	COMPOST BINS  Total for Payment No.:  Description  Hazmat Incident Commander  Total for Payment No.:	Solid Waste Program  Fund Code  General Fund	299.00 299.00  Amount Paid 295.00 295.00
Payment No: 64 Payment Date 04/01/2021  Payment No: 64 Payment No: 64	UC REGENTS-UC COOPERATIVE EXTENSION  19773  Vendor Name  EDUARDO MAYA  19967  Vendor Name	00489373  Voucher No. 00490424  Voucher No.	20210228CEP  Invoice No. 29982MAR2021  Invoice No.	COMPOST BINS  Total for Payment No.:  Description  Hazmat Incident Commander  Total for Payment No.:  Description	Fund Code General Fund Fund Code	299.00  299.00  Amount Paid 295.00 295.00  Amount Paid

Pavment	No:	6499	02

Amount Paid
288.17
288.17
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CALIFORNIA COMPRESSION, LLC	00490133	7551-1	FTG,METR STR THD/ORFC M18X1.5	Electric Utility	55.31
04/09/2021	CALIFORNIA COMPRESSION, LLC	00490133	7551-1	HOSE,OIL 15-20HP	Electric Utility	230.85
				Total for Payment No.:		286.16

Payment No: 650034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	D&M TRAFFIC SERVICES	00490851	76812	PAINT, MARKING, BLUE. AERVOE #	Water Utility	116.27
04/09/2021	D&M TRAFFIC SERVICES	00490851	76812	PAINT, MARKING, GREEN. AERVOE	Electric Utility	58.12
04/09/2021	D&M TRAFFIC SERVICES	00490851	76812	PAINT, MARKING, WHITE. AERVOE	Electric Utility	58.12
04/09/2021	D&M TRAFFIC SERVICES	00490851	76812	PAINT, BLACK MARKING WATER SYS	Electric Utility	52.25
				Total for Payment No.:		284.76

Payment No: 650091

Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
SANTA CLARA WINDUSTRIAL CO	00489830	017405 01	NUTS	General Fund	11.99
SANTA CLARA WINDUSTRIAL CO	00489837	012796 02	PVC VANSTONE	General Fund	158.02
SANTA CLARA WINDUSTRIAL CO	00489839	014033 01	4-HOLE ANGLE	General Fund	110.29
			Total for Payment No.:		280.30
	SANTA CLARA WINDUSTRIAL CO	SANTA CLARA WINDUSTRIAL CO 00489830 SANTA CLARA WINDUSTRIAL CO 00489837	SANTA CLARA WINDUSTRIAL CO         00489830         017405 01           SANTA CLARA WINDUSTRIAL CO         00489837         012796 02	SANTA CLARA WINDUSTRIAL CO 00489830 017405 01 NUTS  SANTA CLARA WINDUSTRIAL CO 00489837 012796 02 PVC VANSTONE  SANTA CLARA WINDUSTRIAL CO 00489839 014033 01 4-HOLE ANGLE	SANTA CLARA WINDUSTRIAL CO 00489830 017405 01 NUTS General Fund  SANTA CLARA WINDUSTRIAL CO 00489837 012796 02 PVC VANSTONE General Fund  SANTA CLARA WINDUSTRIAL CO 00489839 014033 01 4-HOLE ANGLE General Fund

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	<b>Amount Paid</b>
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04/09/2021	SLADWICK, JOSHUA	00474234	1557950112020	REIMB	Electric Othing	200.00
				Total for Payment No.:		280.00
Payment No: 649	9780					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	RICK A GRIFFITH	00490075	35086MAR2021	SAFTY CLTH/BOOT REIMB FY 20/21	Electric Utility	280.00
				Total for Payment No.:		280.00
Payment No: 649	9774					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	GABRIEL SOSA	00490077	31752MAR2021	SFTY BOOT/CLTH REIMB FY 20/21	Electric Utility	280.00
				Total for Payment No.:		280.00
Payment No: 019	9007					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	HI-TECH EMERGENCY VEHICLE SERVICE INC	00490228	169990	PARTS- V#3464	Fleet Operation Fund	272.39
				Total for Payment No.:		272.39
Payment No: 002	2339					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/25/2021	NAVIA BENEFIT SOLUTIONS, INC	00490255	03/21/21-04/03/21	BIWEEKLY NAVIA BENEFIT B2107	Payroll	270.00
					Liability&ClearingAcct	
				Total for Payment No.:		270.00
Payment No: 650	0003					
				D	Frank Carla	A a Dalal
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SHANNON JENKS	00470933	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	17.00
-				-		

Electric Utility

280.00

FY19/20 SAFTY BOOT/CLOTH

SLADWICK, JOSHUA

00474234

15579JUN2020

04/09/2021

					Total for Payment No.:		268.00
Paymer	nt No: 650	0014					
Paymer	nt Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/20	021	ALLIED AUTO STORES	00490217	525466B	PARTS- STOCK	Fleet Operation Fund	265.67
					Total for Payment No.:		265.67
Paymer	nt No: 018	8942					
Paymer	nt Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/20	021	GALE/CENGAGE LEARNING	00489525	73902864	1241 AD BK	General Fund	81.72
04/01/20	021	GALE/CENGAGE LEARNING	00489526	73903357	1241 AD BK	General Fund	116.85
04/01/20	021	GALE/CENGAGE LEARNING	00489527	73912226	1241 AD BK	General Fund	54.75
					Total for Payment No.:		253.32
Paymer	nt No: 649	9846					
Paymer	nt Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/20	021	NEW ENGLAND HISTORIC GENEALOGICAL	00490062	57337721	1241 AD DB	General Fund	250.00
					Total for Payment No.:		250.00
Paymer	nt No: 018	8917					
Paymer	nt Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/20	021	THERMAL MECHANICAL INC	00489385	81445	PD BOILER-OTHER	General Fund	184.69
03/26/20	021	THERMAL MECHANICAL INC	00489385	81445	PD BOILER-MATERIALS	General Fund	62.95
					Total for Payment No.:		247.64

04/14/20 CLASS REFUND

PARKS DEPT REFUND

00471691

04/09/2021

Payment No: 018910

SHANNON JENKS

General Fund

114.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PG&E	00489541	2937321050-8 MAR2021	COGEN GAS HEATERS MAR21	Electric Utility	246.04
				Total for Payment No.:		246.04
Payment No: 64	19742					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	RGW EQUIPMENT SALES, LLC	00489365	33837	PARTS-V#3181	Fleet Operation Fund	186.69
03/26/2021	RGW EQUIPMENT SALES, LLC	00489365	33837	PARTS-V#3250	Fleet Operation Fund	50.70
				Total for Payment No.:		237.39
Payment No: 64	49668					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	VICTOR NIEVES	00489360	14498MAR2021	FY20-21 BOOT REIMBURSMENT	General Fund	237.00
				Total for Payment No.:		237.00
Payment No: 64	19794					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T MOBILITY	00489610	828850115X03162021	ADMIIN/IT/CMO WIRELESS	Information Technology Service	43.74
04/01/2021	AT&T MOBILITY	00489610	828850115X03162021	LIBRARY WIRELESS	General Fund	125.22
04/01/2021	AT&T MOBILITY	00489610	828850115X03162021	CDD WIRELESS - COVID	Other City Dept Op Grant Fund	62.07
				Total for Payment No.:		231.03
Payment No: 65	50001					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SAMSON, JAY	00471621	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
04/09/2021	SAMSON, JAY	00471622	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
			A			
				Total for Payment No.:		228.00

Payment No: 01	8911					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	PRAXAIR DISTRIBUTION INC	00489063	61923290	CYLINDER RENTAL	General Fund	189.66
03/26/2021	PRAXAIR DISTRIBUTION INC	00489364	61937219	CYLINDER RENTL- SHOP USE	Fleet Operation Fund	38.07
				Total for Payment No.:		227.73
Payment No: 65	0015					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	AMERICAN HVAC	00490294	36372MAR2021	Mechanical Permit BLD2021-6068	General Fund	217.08
				Total for Payment No.:		217.08
Payment No: 65	0089					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SAFETY-KLEEN SYSTEMS INC	00490231	85485443	OIL SERVICE	Fleet Operation Fund	217.00
				Total for Payment No.:		217.00
Payment No: 64	9743					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ROSS RECREATION EQUIPMENT INC	00489652	I18491	T LATCH W/LOCK	General Fund	216.20
				Total for Payment No.:		216.20
Payment No: 65	0008					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	YANG, YITING	00471714	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	110.00
04/09/2021	YANG, YITING	00471812	04/14/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	102.00
			, .			

Total for Payment No.:

212.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	R.S. HUGHES COMPANY, INC.	00489681	78869941-00	MULTI-RAE TOP HOUSING ASSY	General Fund	147.15
04/01/2021	R.S. HUGHES COMPANY, INC.	00489681	78869941-00	SERVICE LABOR - NONTAX	General Fund	62.50
				Total for Payment No.:		209.65
Payment No: 64	9666					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	JOSE RUBIN ORTIZ	00490040	33840MAR2021	REIMBURSEMENT FOR RAINGEAR	General Fund	205.39
				Total for Payment No.:		205.39
Payment No: 64	9956					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ANITA WU	00471546	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	203.00
				Total for Payment No.:		203.00
Payment No: 65	0056					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KEATE, MICHAEL	00477206	20468AUG2020	CAP - OCTOBER 2019	General Fund	40.00
04/09/2021	KEATE, MICHAEL	00477207	20468AUG2020A			
04/09/2021			20400AUG2020A	CAP - NOVEMBER 2019	General Fund	40.00
04/09/2021	KEATE, MICHAEL	00477208	20468AUG2020C	CAP - NOVEMBER 2019  CAP - DECEMBER 2019	General Fund General Fund	40.00 40.00
04/09/2021	KEATE, MICHAEL KEATE, MICHAEL	00477208 00477209				
			20468AUG2020C	CAP - DECEMBER 2019	General Fund	40.00
04/09/2021	KEATE, MICHAEL	00477209	20468AUG2020C 20468AUG2020D	CAP - DECEMBER 2019 CAP - JANUARY 2020	General Fund General Fund	40.00 40.00
04/09/2021	KEATE, MICHAEL	00477209	20468AUG2020C 20468AUG2020D	CAP - DECEMBER 2019 CAP - JANUARY 2020 CAP - FEBRUARY 2020	General Fund General Fund	40.00 40.00 40.00
04/09/2021	KEATE, MICHAEL KEATE, MICHAEL	00477209	20468AUG2020C 20468AUG2020D	CAP - DECEMBER 2019 CAP - JANUARY 2020 CAP - FEBRUARY 2020	General Fund General Fund	40.00 40.00 40.00
04/09/2021 04/09/2021	KEATE, MICHAEL KEATE, MICHAEL	00477209	20468AUG2020C 20468AUG2020D	CAP - DECEMBER 2019 CAP - JANUARY 2020 CAP - FEBRUARY 2020	General Fund General Fund	40.00 40.00 40.00
04/09/2021 04/09/2021 Payment No: 64	KEATE, MICHAEL  KEATE, MICHAEL  9889	00477209 00477210	20468AUG2020C 20468AUG2020D 20468AUG2020E	CAP - DECEMBER 2019 CAP - JANUARY 2020 CAP - FEBRUARY 2020 Total for Payment No.:	General Fund General Fund General Fund	40.00 40.00 40.00 200.00
04/09/2021 04/09/2021 Payment No: 64 Payment Date	KEATE, MICHAEL  KEATE, MICHAEL  9889  Vendor Name	00477209 00477210 Voucher No.	20468AUG2020D 20468AUG2020E Invoice No.	CAP - DECEMBER 2019 CAP - JANUARY 2020 CAP - FEBRUARY 2020 Total for Payment No.:  Description	General Fund General Fund General Fund Fund Code	40.00 40.00 40.00 200.00

Payment No: 64	9791					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T CALNET	00489943	000016212173	BN9391023689 2/20/21-3/19/21	Electric Utility	199.52
				Total for Payment No.:		199.52
Payment No: 64	9683					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	AT&T CALNET	00489534	000016069068	BN9391023689 1/20/21-2/19/21	Electric Utility	199.52
				Total for Payment No.:		199.52
Payment No: 65	0114					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	VERIZON WIRELESS	00485923	9869828628	FIRE - EMS WIRELESS	General Fund	197.46
				Total for Payment No.:		197.46
Payment No: 65	0057					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KELLY-MOORE PAINT CO	00489832	817-00000419308	PAINT	General Fund	192.60
				Total for Payment No.:		192.60
Payment No: 64	9744					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ROYAL BRASS INC	00489367	948378-001	PARTS-V#3224	Fleet Operation Fund	192.11
				Total for Payment No.:		192.11
Payment No: 64	9935					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

49008-04 Utility Refund

UTILITY REFUND

General Fund

187.20

00490701

04/09/2021

SARWAT MANDHRO

181.00

Payment No: 64	9899					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ALEXANDER WIENS	00490716	80055-02 Utility Refund	UTILITY REFUND	General Fund	186.99
				Total for Payment No.:		186.99
Payment No: 65	0042					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	FLEETPRIDE, INC.	00490225	70659195	PARTS- 3142	Fleet Operation Fund	184.65
				Total for Payment No.:		184.65
Payment No: 64	9745					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SAN JOSE BMW	00489368	264640	PARTS-V#3540 WO#129908	Fleet Operation Fund	115.79
03/26/2021	SAN JOSE BMW	00489368	264640	LABOR-V#3540 WO#129908	Fleet Operation Fund	66.15
				Total for Payment No.:		181.94
Payment No: 64	9995					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ORENSA, MAYSA	00471549	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	181.00
				Total for Payment No.:		181.00
Payment No: 64	9972					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	EMILY PARSHALL	00471559	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	181.00

Total for Payment No.:

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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	CHAN, DENISE	00471566	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	181.00			
				Total for Payment No.:		181.00			
Payment No: 650	0098								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	TABASSUM KHANAM	00490655	03/16/21 CLASS REFUND	PARKS DEPT REFUND	General Fund	180.00			
				Total for Payment No.:		180.00			
Payment No: 650	0038								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	EL RADIATOR DOCTOR	00489857	1854	LABOR-V#2052 WO#130032	Fleet Operation Fund	175.00			
				Total for Payment No.:		175.00			
Payment No: 650	0050								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00490273	02578984	CLEAR SAFETY - D. CARRASCO	Electric Utility	145.30			
04/09/2021	HOYA OPTICAL LABS OF AMERICA, INC.	00490273	02578984	DISPENSING FEE	Electric Utility	28.00			
				Total for Payment No.:		173.30			
Payment No: 649911									
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	CHARIDA LLC	00490696	41841-02 Utility Refund	UTILITY REFUND	General Fund	43.94			
04/09/2021	CHARIDA LLC	00490697	41844-02 Utility Refund	UTILITY REFUND	General Fund	129.01			
				Total for Payment No.:		172.95			

Payment No: 64	19809							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/01/2021	BRINK'S INCORPORATED	00490266	11487627	ARMORED COURIER SERVICE	General Fund	168.37		
				Total for Payment No.:		168.37		
Payment No: 64	19904							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	APARNA PALAKODETI	00490699	46932-18 Utility Refund	UTILITY REFUND	General Fund	164.09		
				Total for Payment No.:		164.09		
Payment No: 64	19882							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/01/2021	ZACHARY HARTMANN	00489674	36315MAR2021	Plan Check Mechanical BLD2021-	General Fund	161.26		
				Total for Payment No.:		161.26		
Payment No: 64	19943							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	YOUNG K KIM	00490700	47691-01 Utility Refund	UTILITY REFUND	General Fund	161.24		
				Total for Payment No.:		161.24		
Payment No: 649987								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	LEVCHUK, ANDREA	00472957	05/12/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	160.00		
3 ., 33, 232 1	,	30 2001	33, 12, 23	Total for Payment No.:		160.00		
				rotarior raymont No		100.00		

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	DOG WASTE DEPOT	00489624	397884	DOG WASTE BAG ROLLS	General Fund	155.47

Payment	No:	649885
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Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	FENG, ZHE	00490720	00075183-02 Utility Refund C	UTILITY REFUND	General Fund	152.83
				Total for Payment No.:		152.83

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TESTAMERICA LABORATORIES, INC	00490135	3200026142	200.7 REV 4.4 FE 1/25/21	Electric Utility	16.60
04/09/2021	TESTAMERICA LABORATORIES, INC	00490135	3200026142	SM 2540D SOLID TSS 1/25/21	Electric Utility	19.71
04/09/2021	TESTAMERICA LABORATORIES, INC	00490135	3200026142	1664A HEM ONLY 1/25/21	Electric Utility	93.38
04/09/2021	TESTAMERICA LABORATORIES, INC	00490135	3200026142	SAFE AND ENVIRONMENTAL WASTE	Electric Utility	2.50
04/09/2021	TESTAMERICA LABORATORIES, INC	00490135	3200026142	MINIMUM CHARGE	Electric Utility	17.81
				Total for Payment No.:		150.00

# Payment No: 649946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CA FRANCHISE TAX BOARD	00490970	03/21/21-04/03/21CB	WAGE ATTACHMENT B2107	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CA FRANCHISE TAX BOARD	00490100	03/07/21-03/20/21CB	WAGE ATTACHMENT B2106	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

Payment No: 649	9698					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	DUNN-EDWARDS CORP	00489430	2011169286	PAINT	General Fund	148.73
				Total for Payment No.:		148.73
Payment No: 649	9707					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FIX AIR	00489382	3075079	CENTRAL LIB AC UNIT	General Fund	140.47
				Total for Payment No.:		140.47
Payment No: 649	9950					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CAL PERS LONG TERM CARE PROGRAM	00490960	13857396	BIWEEKLY PR CALPERS LT B2107	Payroll Liability&ClearingAcct	138.01
				Total for Payment No.:		138.01
Payment No: 649	9672					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CAL PERS LONG TERM CARE PROGRAM	00490099	13821691	BIWEEKLY PR CALPERS LT B2106	Payroll Liability&ClearingAcct	138.01
				Total for Payment No.:		138.01
Payment No: 649	9677					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	ALLIED AUTO STORES	00489313	506448B	PARTS- V#3303	Fleet Operation Fund	25.81
03/26/2021	ALLIED AUTO STORES	00489313	506448B	PARTS-STOCK	Fleet Operation Fund	86.00
03/26/2021	ALLIED AUTO STORES	00489546	511611B	PARTS-V#3263	Fleet Operation Fund	25.80
				Total for Payment No.:		137.61

Payment No: 64	19900					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ALEXANDRE PERONE PAIVA	00490689	29983-09 Utility Refund	UTILITY REFUND	General Fund	136.17
				Total for Payment No.:		136.17
Payment No: 64	19981					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JIN DENG	00469208	04/07/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	136.00
				Total for Payment No.:		136.00
Payment No: 64	19971					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ELIZABETH MORRIS	00469219	04/07/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	136.00
				Total for Payment No.:		136.00
Payment No: 64	19992					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	NANCY BARLOW	00471744	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	135.00
				Total for Payment No.:		135.00
Payment No: 64	19810					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	CONSOLIDATED PARTS INC	00489701	5066176	CENTRAL LIB BOILER	General Fund	132.98

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SERGEY KOZHUKHOV	00490672	13641-13 Utility Refund	UTILITY REFUND	General Fund	129.95

Total for Payment No.:

132.98

Day	mont	No:	640690
ray	/ment	NO:	649689

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CA DEPT OF INDUSTRIAL RELATIONS	00489476	E 1783348 SJ	ANNUAL ELEVATOR PERMIT	General Fund	125.00
				Total for Payment No.:		125.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	KRAFT INDUSTRIAL SUPPLY	00489765	35839	3"-150# FULL FACE GASKETS	Electric Utility	123.99
				Total for Payment No.:		123.99

## Payment No: 018992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BUCKLES-SMITH	00490132	3227979-00	3A CC TD FUSE	Electric Utility	123.83
				Total for Payment No.:		123.83

### Payment No: 018869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	CAVENDISH SQUARE PUBLISHING LLC	00489672	CAL328782I	1231 JUV BK	General Fund	123.21
				Total for Payment No.:		123.21

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T MOBILITY	00489618	876361410X03162021	PARKS & REC WIRELESS	General Fund	40.74
04/01/2021	AT&T MOBILITY	00489618	876361410X03162021	PARKS & REC WIRELESS	General Fund	81.59
				Total for Payment No.:		122.33

Payment No: 64	Payment No: 649942							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	WEIWEI DING	00490694	36208-20 Utility Refund	UTILITY REFUND	General Fund	121.90		
				Total for Payment No.:		121.90		
Payment No: 01	8864							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
03/26/2021	AMAZON.COM	00489671	90MAR2021	1231 JUV BK	General Fund	33.48		
03/26/2021	AMAZON.COM	00489671	90MAR2021	SUPPLIES	General Fund	87.20		
				Total for Payment No.:		120.68		
Payment No: 64	19891							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	LUPE FUENTES	00490788	12716MAR2021	RAINCOAT REIMBURSEMENT	General Fund	120.00		
				Total for Payment No.:		120.00		
Payment No: 64	19887							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	GREGORY LATZ	00490726	32166MAR2021	RAINGEAR FY20-21	General Fund	120.00		
				Total for Payment No.:		120.00		
Payment No: 64	19777							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/01/2021	KYEL RAMOS	00489763	36005MAR2021	REIMBURSE WATER DIST OPER - G1	Water Utility	120.00		
				Total for Payment No.:		120.00		
Payment No: 64	Payment No: 649944							

Voucher No.

Invoice No.

Description

**Fund Code** 

**Amount Paid** 

Payment Date

Vendor Name

04/09/2021	ZHENSONG YE	00490704	56942-04 Utility Refund	UTILITY REFUND	General Fund	116.43			
				Total for Payment No.:		116.43			
Payment No: 64	Payment No: 649665								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
03/26/2021	JOHN STANTON	00470141	12886FEB2020	ARPOC CONFERENCE	General Fund	116.00			
				Total for Payment No.:		116.00			
Payment No: 65	50006								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	VICTORIA FITTING	00471888	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00			
				Total for Payment No.:		114.00			
Payment No: 64	19999								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
<b>Payment Date</b> 04/09/2021	Vendor Name ROSS MACDONALD	<b>Voucher No.</b> 00472858	Invoice No. 04/21/20 CLASS REFUND	<b>Description</b> PARKS DEPT REFUND	Fund Code General Fund	Amount Paid 114.00			
-				-					
-				PARKS DEPT REFUND		114.00			
-	ROSS MACDONALD			PARKS DEPT REFUND		114.00			
04/09/2021	ROSS MACDONALD			PARKS DEPT REFUND		114.00			
04/09/2021  Payment No: 64	ROSS MACDONALD	00472858	04/21/20 CLASS REFUND	PARKS DEPT REFUND  Total for Payment No.:	General Fund	114.00 114.00			
04/09/2021  Payment No: 64  Payment Date	ROSS MACDONALD  19994  Vendor Name	00472858 Voucher No.	04/21/20 CLASS REFUND Invoice No.	PARKS DEPT REFUND  Total for Payment No.:  Description	General Fund Fund Code	114.00 114.00 Amount Paid			
04/09/2021  Payment No: 64  Payment Date	ROSS MACDONALD  19994  Vendor Name	00472858 Voucher No.	04/21/20 CLASS REFUND Invoice No.	PARKS DEPT REFUND  Total for Payment No.:  Description  PARKS DEPT REFUND	General Fund Fund Code	114.00 114.00 Amount Paid 114.00			
04/09/2021  Payment No: 64  Payment Date	ROSS MACDONALD  19994  Vendor Name  NORA REIBLEIN	00472858 Voucher No.	04/21/20 CLASS REFUND Invoice No.	PARKS DEPT REFUND  Total for Payment No.:  Description  PARKS DEPT REFUND	General Fund Fund Code	114.00 114.00 Amount Paid 114.00			
04/09/2021  Payment No: 64  Payment Date 04/09/2021	ROSS MACDONALD  19994  Vendor Name  NORA REIBLEIN	00472858 Voucher No.	04/21/20 CLASS REFUND Invoice No.	PARKS DEPT REFUND  Total for Payment No.:  Description  PARKS DEPT REFUND	General Fund Fund Code	114.00 114.00 Amount Paid 114.00			
Payment No: 64 Payment Date 04/09/2021  Payment No: 64	ROSS MACDONALD  19994  Vendor Name  NORA REIBLEIN	00472858  Voucher No. 00471677	04/21/20 CLASS REFUND  Invoice No. 04/14/20 CLASS REFUND	PARKS DEPT REFUND  Total for Payment No.:  Description  PARKS DEPT REFUND  Total for Payment No.:	General Fund  Fund Code  General Fund	114.00 114.00 Amount Paid 114.00 114.00			
Payment No: 64 Payment Date 04/09/2021  Payment No: 64 Payment No: 64 Payment Date	ROSS MACDONALD  19994  Vendor Name  NORA REIBLEIN  19985  Vendor Name	00472858  Voucher No. 00471677  Voucher No.	04/21/20 CLASS REFUND  Invoice No. 04/14/20 CLASS REFUND  Invoice No.	PARKS DEPT REFUND Total for Payment No.:  Description PARKS DEPT REFUND Total for Payment No.:  Description	Fund Code General Fund Fund Code	114.00 114.00 Amount Paid 114.00 114.00			

Pav	ment	No-	649977
ı ay	AIIIGIII	INO.	043311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	HARTMAN, STEPHANIE	00471788	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00
Payment No: 649	9976					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	HARRISON, VALERIE	00471728	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	114.00
				Total for Payment No.:		114.00
Payment No: 649	9978					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	HUANG, YU EN	00470889	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	26.89
04/09/2021	HUANG, YU EN	00470929	03/31/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	27.09
04/09/2021	HUANG, YU EN	00470961	03/31/20 CLASS REFUND B	PARKS DEPT REFUND	General Fund	26.73
04/09/2021	HUANG, YU EN	00470983	03/31/20 CLASS REFUND C	PARKS DEPT REFUND	General Fund	30.91
				Total for Payment No.:		111.62
Payment No: 649	9939					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	TARUN KUMAR	00490698	45202-13 Utility Refund	UTILITY REFUND	General Fund	110.74
				Total for Payment No.:		110.74
Payment No: 649	9918					

**Payment Date Vendor Name** Voucher No. Invoice No. Description **Fund Code Amount Paid** 21271-06 Utility Refund UTILITY REFUND General Fund 110.33 04/09/2021 JAVIER SEGOVIA 00490680 Total for Payment No.: 110.33

Payment No: 64	10006					
-		Variaban Na	Invaire No	Decembelian	Found Code	Amazunt Baid
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description  PARKS DEPT DEFUND	Fund Code	Amount Paid
04/09/2021	PISAPIA, MARY	00471707	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	110.00
				Total for Payment No.:		110.00
Payment No: 64	19973					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	FONE, MARTINIQUE	00471722	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	110.00
				Total for Payment No.:		110.00
Payment No: 64	19965					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CLARISSE MAZUIR	00471705	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	110.00
				Total for Payment No.:		110.00
Payment No: 64	19964					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CHEN, JULIA	00471739	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	110.00
				Total for Payment No.:		110.00
Payment No: 64	9914					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	DISCOUNT SMOKE AND MORE	00490687	25685-07 Utility Refund	UTILITY REFUND	General Fund	109.97
				Total for Payment No.:		109.97
Doument No. 04	10039					
Payment No: 64	53370					

**Payment Date** 

04/09/2021

**Vendor Name** 

MERCEDES RODRIGUEZ

Voucher No.

00490681

Invoice No.

21323-13 Utility Refund

Description

UTILITY REFUND

**Fund Code** 

General Fund

**Amount Paid** 

107.80

General Fund

102.00

102.00

Payment No: 01	8970					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	REFRIGERATION SUPPLIES DISTRIB	00489707	38466655-00	PD HVAC	General Fund	104.14
				Total for Payment No.:		104.14
Payment No: 64	9706					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FEDERAL EXPRESS	00489389	7-296-48011	MISC. ENG SHIPPING	Electric Utility	76.47
03/26/2021	FEDERAL EXPRESS	00489538	7-297-28845	MISC. SHIPPING DVR	Electric Utility	27.26
				Total for Payment No.:		103.73
Payment No: 64	9823					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	FEDERAL ENERGY REGULATORY COMM	00489772	L21229-00	FERC ADMIN CHRGS FY20 SG 3193	Electric Utility	102.54
				Total for Payment No.:		102.54
Payment No: 64	9922					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KENNETH HOPKINS	00490715	70872-22 Utility Refund	UTILITY REFUND	General Fund	102.23
				Total for Payment No.:		102.23
Payment No: 64	9982					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid

04/21/20 CLASS REFUND

00472876

PARKS DEPT REFUND

Total for Payment No.:

JIN, SHUXIAN

04/09/2021

Payment No: 649	9975					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GERSON, RACHAEL	00471801	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00
Payment No: 649	9957					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	AVERY GERSON	00472865	04/21/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	102.00
				Total for Payment No.:		102.00
Payment No: 649	9784					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AB PRESS, INC	00490423	26779	DESIGN	Deposit Funds.	35.00
04/01/2021	AB PRESS, INC	00490423	26779	PRINT	Deposit Funds.	66.88
				Total for Payment No.:		101.88
Payment No: 649	9968					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	DAVID MESSINGER	00473773	06/09/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	100.00
				Total for Payment No.:		100.00
Payment No: 649	9688					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	BERLITZ LANGUAGES, INC	00489489	001-274-21-00945	BILINGUAL TESTING - ONE EMPLOY	General Fund	100.00
				Total for Payment No.:		100.00

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

04/09/2021	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00490924	7278888	ADDITIONAL SERVICE - CONTINGEN	Convention Cnt Maintenance Dis	99.60
				Total for Payment No.:		99.60
Payment No: 65	50005					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SONAWALA, JENNY	00471964	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	99.00
				Total for Payment No.:		99.00
Payment No: 64	19888					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JAMES SITLER	00490516	5172MAR2021	Uniform Equip Replacement Reim	General Fund	94.72
				Total for Payment No.:		94.72
Payment No: 65	50087					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ROSS RECREATION EQUIPMENT INC	00489842	l18512	PIVOT BLOCK	General Fund	93.84
				Total for Payment No.:		93.84
Payment No: 64	19812					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	CONTRACTOR COMPLIANCE AND MONITORING	00489651	13988	LABOR COMPLIANCE SVC FEB21 SVP	Electric Utility	90.00
				Total for Payment No.:		90.00
Payment No: 64	19872					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	UNITED PARCEL SERVICE	00490291	00009882E5111A	DELIVERY CHARGE	Electric Utility	13.80
04/01/2021	UNITED PARCEL SERVICE	00490291	00009882E5111A	DELIVERY CHARGE	Water Utility	44.68

04/01/2021	UNITED PARCEL SERVICE	00490291	00009882E5111A	DELIVERY CHARGE	General Fund	29.42
				Total for Payment No.:		87.90
Payment No: 64	19998					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ROSADO, JESSICA	00471217	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	87.00
				Total for Payment No.:		87.00
Payment No: 64	19989					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MARGARETH VALUI	00471226	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	87.00
				Total for Payment No.:		87.00
Payment No: 64	9912					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
<b>Payment Date</b> 04/09/2021	Vendor Name CHRIS SEEPE	Voucher No. 00490695	Invoice No. 37601-07 Utility Refund	Description UTILITY REFUND	Fund Code General Fund	Amount Paid 86.21
				-		
				UTILITY REFUND		86.21
	CHRIS SEEPE			UTILITY REFUND		86.21
04/09/2021	CHRIS SEEPE			UTILITY REFUND		86.21
04/09/2021  Payment No: 64	CHRIS SEEPE	00490695	37601-07 Utility Refund	UTILITY REFUND  Total for Payment No.:	General Fund	86.21 86.21
04/09/2021  Payment No: 64  Payment Date	CHRIS SEEPE 9941 Vendor Name	00490695 Voucher No.	37601-07 Utility Refund  Invoice No.	UTILITY REFUND  Total for Payment No.:  Description	General Fund Fund Code	86.21 86.21 Amount Paid
04/09/2021  Payment No: 64  Payment Date	CHRIS SEEPE 9941 Vendor Name	00490695 Voucher No.	37601-07 Utility Refund  Invoice No.	UTILITY REFUND  Total for Payment No.:  Description  UTILITY REFUND	General Fund Fund Code	86.21 86.21 Amount Paid 85.65
04/09/2021  Payment No: 64  Payment Date	CHRIS SEEPE  19941  Vendor Name  THUY WAGNER	00490695 Voucher No.	37601-07 Utility Refund  Invoice No.	UTILITY REFUND  Total for Payment No.:  Description  UTILITY REFUND	General Fund Fund Code	86.21 86.21 Amount Paid 85.65
04/09/2021  Payment No: 64  Payment Date 04/09/2021	CHRIS SEEPE  19941  Vendor Name  THUY WAGNER	00490695 Voucher No.	37601-07 Utility Refund  Invoice No.	UTILITY REFUND  Total for Payment No.:  Description  UTILITY REFUND	General Fund Fund Code	86.21 86.21 Amount Paid 85.65
Payment No: 64 Payment Date 04/09/2021  Payment No: 64	CHRIS SEEPE  19941  Vendor Name  THUY WAGNER	00490695  Voucher No. 00490705	37601-07 Utility Refund  Invoice No. 57644-16 Utility Refund	UTILITY REFUND  Total for Payment No.:  Description  UTILITY REFUND  Total for Payment No.:	General Fund  Fund Code  General Fund	86.21 86.21 Amount Paid 85.65 85.65
Payment No: 64 Payment Date 04/09/2021  Payment No: 64 Payment No: 64	CHRIS SEEPE  9941  Vendor Name  THUY WAGNER  9908  Vendor Name	00490695  Voucher No. 00490705  Voucher No.	37601-07 Utility Refund  Invoice No. 57644-16 Utility Refund  Invoice No.	UTILITY REFUND Total for Payment No.:  Description UTILITY REFUND Total for Payment No.:  Description	Fund Code General Fund Fund Code	86.21 86.21 Amount Paid 85.65 85.65

Payment No: 64	9753					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	STORAGE EXPRESS INC	00489391	69272	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.75
				Total for Payment No.:		81.75
Payment No: 64	9937					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SEUNG JONG KIM	00490713	59757-09 Utility Refund	UTILITY REFUND	General Fund	78.69
				Total for Payment No.:		78.69
Payment No: 64	9920					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JIE CHEN	00490670	13061-18 Utility Refund	UTILITY REFUND	General Fund	78.38
				Total for Payment No.:		78.38
Payment No: 64	9848					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	NI GOVERNMENT SERVICES	00490141	21022908551	MONTHLY FEES SATTELITE RADIOS	General Fund	77.37
				Total for Payment No.:		77.37
Payment No: 64	9910					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CHANTELLE MCGUIRE	00490688	28986-13 Utility Refund	UTILITY REFUND	General Fund	76.99
				Total for Payment No.:		76.99

Payment	No:	649959	

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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04/09/2021	CANEZ, RONNIE	00467451	03/18/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	75.00
				Total for Payment No.:		75.00
Payment No: 64	9924					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KSENIIA NEHANOVA	00490708	58563-09 Utility Refund	UTILITY REFUND	General Fund	73.25
				Total for Payment No.:		73.25
Payment No: 01	8884					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	GRAINGER-SAN JOSE	00489562	9825781637	PARTS-V#3527	Fleet Operation Fund	17.46
03/26/2021	GRAINGER-SAN JOSE	00489563	9826300668	PARTS-SHOP USE	Fleet Operation Fund	55.77
				Total for Payment No.:		73.23
Payment No: 65	50032					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CRIME SCENE CLEANERS INC	00490514	80251	CLEAN VEHICLE 3533	General Fund	70.00
				Total for Payment No.:		70.00
Payment No: 64	9815					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	CRIME SCENE CLEANERS INC	00490139	79773	VEHICLE #3536	General Fund	70.00
				Total for Payment No.:		70.00
Payment No: 65	50000					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	RUCKA, CORRINA J	00467396	03/18/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	69.00
				Total for Payment No.:		69.00

Payment No: 65	0112					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	VANGUARD MUSIC AND	00490650	02/24/21 CLASS REFUND	PARKS DEPT REFUND	General Fund	68.00
				Total for Payment No.:		68.00
Payment No: 019	9034					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	WESTERN STATES OIL CO	00489883	451025	UNLDED-PD MOTORCY TANK#91	Fleet Operation Fund	62.95
				Total for Payment No.:		62.95
Payment No: 649	9925					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	LEE FREEMAN HOSTETLER	00490693	35145-15 Utility Refund	UTILITY REFUND	General Fund	62.67
				Total for Payment No.:		62.67
Payment No: 649	9919					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JIALIU WANG	00490671	13401-19 Utility Refund	UTILITY REFUND	General Fund	62.56
				Total for Payment No.:		62.56
Payment No: 64	9906					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BATUL PANKHAWALA	00490706	57846-18 Utility Refund	UTILITY REFUND	General Fund	60.98
				Total for Payment No.:		60.98
						30.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	AHMED, MANAR	00470832	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	45.27

04/09/2021	AHMED, MANAR	00471154	03/31/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	14.00
				Total for Payment No.:		59.27
Payment No: 01	8861					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	SAN JOSE MERCURY NEWS	00489306	2404FEB2021	1yr Subscription Renewal	General Fund	54.95
				Total for Payment No.:		54.95
Payment No: 64	19796					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	AT&T MOBILITY	00489617	876361352X03162021	DPW WIRELESS	General Fund	54.10
				Total for Payment No.:		54.10
Payment No: 01	9009					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	INTERSTATE TRAFFIC CONTROL	00490130	242935	2020 HOLIDAY HOME DEC CONTEST	General Fund	53.53
				Total for Payment No.:		53.53
Payment No: 01	8943					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	GRAINGER	00489741	9817107551	FOGSHIELD LENS CLEANING	Electric Utility	51.94
				Total for Payment No.:		51.94
Payment No: 01	8881					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	GARDENLAND POWER EQUIPMENT	00489327	837081	LANDSCAPING SUPPLIES	General Fund	51.13
				Total for Payment No.:		51.13

Payment No: 65	0092					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SAUNDRA ROSS	00490651	03/08/21 CLASS REFUND	PARKS DEPT REFUND	General Fund	50.00
				Total for Payment No.:		50.00
Payment No: 65	0067					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MICHELLE VU	00490652	03/08/21 CLASS REFUND	PARKS DEPT REFUND	General Fund	50.00
				Total for Payment No.:		50.00
				,		
Payment No: 65						
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MD NAZMUL ISLAM	00490653	03/09/21 CLASS REFUND	PARKS DEPT REFUND	General Fund	50.00
				Total for Payment No.:		50.00
Payment No: 64	9954					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	US TREASURY	00490974	03/21/21-04/03/21JO	WAGE ATTACHMENT B2107	Payroll Liability&ClearingAcct	50.00
				Total for Payment No.:		50.00
Payment No: 64	9675					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	US TREASURY	00490103	03/07/21-03/20/21JO	WAGE ATTACHMENT B2106	Payroll	50.00
30,20,2021		20.00.00	13,0.,1. 03,20,2100	527	Liability&ClearingAcct	00.00
				Total for Payment No.:		50.00

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

04/09/2021	MURRILL, JESSE	00472555	20296JUN2020	SAFETY BOOTS/CLOTH REIMB 19/20	Electric Utility	49.78
				Total for Payment No.:		49.78
Payment No: 64	19860					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	SANTA CLARA WINDUSTRIAL CO	00489734	016407 01	AUTO GENERATOR	Fleet Operation Fund	46.06
				Total for Payment No.:		46.06
Payment No: 64	19886					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GINA SAPORITO	00490515	29051MAR2021	Mileage to LSAP park construct	Parks And Recreation	45.25
				Total for Payment No.:		45.25
Payment No: 01	9003					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GRAINGER	00490129	9830276193	PIN TERMINAL, YLLOW, BUTTED	Electric Utility Construction	44.34
				Total for Payment No.:		44.34
Payment No: 64	19931					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PETER KIM	00490712	59224-03 Utility Refund	UTILITY REFUND	General Fund	43.56
				Total for Payment No.:		43.56
Payment No: 64	19940					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	THOMAS NICOSIA	00490690	30223-05 Utility Refund	UTILITY REFUND	General Fund	40.13
				Total for Payment No.:		40.13

Payment No: 01	Payment No: 018967								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	PG&E	00489747	0541963339-0 MAR2021	TS @ CALVERT/CALVERT	General Fund	40.07			
				Total for Payment No.:		40.07			
Payment No: 64	19779								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	RANDY KENT	00490067	35349MAR2021	CAP REIMBURSE MARCH 2021	General Fund	40.00			
				Total for Payment No.:		40.00			
Payment No: 64	19772								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/01/2021	CONRAD REYNOLDS	00490066	2299MAR2021	CAP REIMBURSE MARCH 2021	General Fund	40.00			
				Total for Payment No.:		40.00			
Payment No: 65	50004								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	SHERRI TAYLOR	00470837	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	38.00			
				Total for Payment No.:		38.00			
Payment No: 64	19930								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid			
04/09/2021	PARVINDER SINGH	00490709	58820-14 Utility Refund	UTILITY REFUND	General Fund	37.41			
				Total for Payment No.:		37.41			
Payment No: 65	50048								

04/09/2021

HI-LINE UTILITY SUPPLY

00490140

10180924

Electric Utility

36.90

54" HOT STICK BAG W/SNAPS

General Fund

30.00

30.00

Payment No: 649915								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	ESTHER CHUMNEY	00490707	58355-01 Utility Refund	UTILITY REFUND	General Fund	36.83		
			, , , , , , , , , , , , , , , , , , , ,	Total for Payment No.:		36.83		
				,				
Dayway No. 05								
Payment No: 65								
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021	MEENA RAMCHANDANI	00490654	03/09/21 CLASS REFUND	PARKS DEPT REFUND	General Fund	33.00		
				Total for Payment No.:		33.00		
Payment No: 01	8991							
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid		
04/09/2021		00490827	900635	LEGAL SERVICES	Special Liability	32.54		
					Insurance			
				Total for Payment No.:	Insurance	32.54		
				Total for Payment No.:	Insurance	32.54		
Payment No: 01	9000			Total for Payment No.:	Insurance	32.54		
Payment No: 01 Payment Date	9000 Vendor Name	Voucher No.	Invoice No.	Total for Payment No.:  Description	Insurance Fund Code	32.54  Amount Paid		
-		<b>Voucher No.</b> 00490261	Invoice No. 73979234					
Payment Date	Vendor Name			Description	Fund Code	Amount Paid		
Payment Date	Vendor Name			Description 1241 AD BK	Fund Code	Amount Paid 30.24		
Payment Date	Vendor Name GALE/CENGAGE LEARNING			Description 1241 AD BK	Fund Code	Amount Paid 30.24		

36319MAR2021

REIMB. AGA TRAINING FEE

Total for Payment No.:

HANH PHAM

00490286

04/01/2021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	COMCAST	00489470	2/27/21AC8155100091701 239	COMCAST LIB 2635 HOMESTEAD RD	General Fund	26.74
				Total for Payment No.:		26.74
Payment No: 65	50022					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	BAKER DISTRIBUTING COMPANY LLC	00490171	BV70813	NAIL PUNCH	General Fund	26.71
				Total for Payment No.:		26.71
Payment No: 65	50045					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	GOLDEN GATE TRUCK CENTER	00489866	FA005045371:01	PARTS-V#2824	Fleet Operation Fund	24.98
				Total for Payment No.:		24.98
Payment No: 64	9921					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KAREN DIAS	00490714	60623-01 Utility Refund	UTILITY REFUND	General Fund	24.64
				Total for Payment No.:		24.64
Payment No: 64	9970					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	EILEEN JONES	00471161	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	24.00
				Total for Payment No.:		24.00
Payment No: 65	50007					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	VO, VINCENT	00470834	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	21.00
				Total for Payment No.:		21.00

Payment No: 64	19984					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JULIE HUANG	00470836	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	21.00
				Total for Payment No.:		21.00
Payment No: 64	19963					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CHEN, AMY	00471530	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	21.00
				Total for Payment No.:		21.00
Payment No: 64	19962					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CHARNOVA, HANNA	00471529	04/14/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	21.00
				Total for Payment No.:		21.00
Payment No: 01	8886					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	HI-TECH EMERGENCY VEHICLE SERVICE INC	00489565	169582	PARTS-V#3259	Fleet Operation Fund	20.54
				Total for Payment No.:		20.54
Payment No: 64	19898					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ABHISHEK KUMAR	00490682	21707-17 Utility Refund	UTILITY REFUND	General Fund	20.25
				Total for Payment No.:		20.25

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ROBERT CALLAN	00490669	12896-08 Utility Refund	UTILITY REFUND	General Fund	18.85

Payment No: 01	8878					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	FASTENAL CO	00489426	CASA667394	12-10 #10 RNG VNL BS	Electric Utility	18.65
				Total for Payment No.:		18.65
Payment No: 64	9822					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/01/2021	EQUIFAX CREDIT INFORMATION SVC	00489622	6257437	CREDIT CHECK PD CANDIDATE	General Fund	18.57
				Total for Payment No.:		18.57
Payment No: 64	9991					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	MICHELLE BACIO	00470930	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	17.00
				Total for Payment No.:		17.00
Payment No: 64	9979					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	JEZNACH, TOMASZ	00470934	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	17.00
				Total for Payment No.:		17.00

Payment	NO:	649667	

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
03/26/2021	NATHALIE ZAVALA	00464288	30489FEB2020	REIMB-CLOCK ARMORERS COURSE	General Fund	17.00
				Total for Payment No.:		17.00

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	PROCYSHYN, RAE	00471028	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	16.00
				Total for Payment No.:		16.00
Payment No: 64	19986					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	KUHNS, HANNAH	00470859	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	16.00
				Total for Payment No.:		16.00
Payment No: 64	19966					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CLAUDIA CHUNG	00471009	03/31/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	16.00
				Total for Payment No.:		16.00
Payment No: 64	9938					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	SVITLANA LUTSENKO	00490673	14693-08 Utility Refund	UTILITY REFUND	General Fund	13.55
				Total for Payment No.:		13.55
Payment No: 65	50088					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	ROYAL BRASS INC	00489879	949707-001	PARTS-V#3119	Fleet Operation Fund	11.92
				Total for Payment No.:		11.92
Payment No: 65	50030					
Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
04/09/2021	CORPORATE BILLING LLC	00489869	754567	PARTS-V#3557	Fleet Operation Fund	11.89
				Total for Payment No.:		11.89

Payment No: 649917							
	Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	04/09/2021	FLORES, JENNIFER	00490711	58985-10 Utility Refund	UTILITY REFUND	General Fund	11.41
					Total for Payment No.:		11.41
Payment No: 649927							
	Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	04/09/2021	MARISOL TALMADGE	00490702	49456-10 Utility Refund	UTILITY REFUND	General Fund	9.81
					Total for Payment No.:		9.81
Payment No: 019001							
	Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	04/09/2021	GARDENLAND POWER EQUIPMENT	00490226	840079	GASKET-V#3248	Fleet Operation Fund	8.78
					Total for Payment No.:		8.78
Payment No: 649748							
	Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
	03/26/2021	SANTA CLARA WINDUSTRIAL CO	00489437	017196 01	HEX HEAD BOLT	General Fund	7.52
					Total for Payment No.:		7.52
					·		
Provinced No. 040770							
Payment No: 649776  Payment Date Vendor Name Voucher No. Invoice No. Description Fund Code Amount Paid							
			Voucher No.		Description	Fund Code	Amount Paid
	04/01/2021	JOSEPH GARTNER III	00490076	17413MAR2021	SAFTY BOOT/CLTH REIMB FY 20/21	Electric Utility	5.82
					Total for Payment No.:		5.82

**Vendor Name** 

MOINALDIN TIBYANEH

Voucher No.

00490686

Invoice No.

25673-11 Utility Refund

Description

UTILITY REFUND

**Fund Code** 

General Fund

**Amount Paid** 

5.68

**Payment Date** 

04/09/2021

Total for Payment No.:

5.68

Overall Total 42,142,033.85



## City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-531 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Agreement with the County of Santa Clara for Reimbursement of COVID19 Emergency Meals for the City of Santa Clara Senior Nutrition Program

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City of Santa Clara works collaboratively with the County of Santa Clara (County) to provide a Senior Nutrition Congregate Meals Program (Program) at the Santa Clara Senior Center. The Program targets older adults over age 60 and special needs populations. The Program goals are to reduce hunger and food insecurity, increase socialization, and promote health and well-being. On June 23, 2020, Council authorized the City Manager to execute an agreement with the County for the Program that included three, one-year extensions (Attachment 1). The Original Agreement was to serve on average 63 meals per day, five days per week, for a total of 15,687 annual meals and a not to exceed amount of \$110,774 for FY2020/21. The City's contribution to the Program included \$24,000 in funding from the Community Development Block Grant funds, \$3,445 from the City's General Fund, as well as participant donations and a volunteer match.

Due to the COVID19 pandemic and County of Santa Clara Health Department's Shelter in Place Order, the Program operated as a "Meals to Go" program. The City, under its local emergency declaration and operations, used its training and FEMA methodology to activate a Commodity Point of Distribution (CPOD). The Program now delivers between 150-195 hot meals daily, while strictly adhering to the County Health Department's food handling and COVID19 health and safety protocols that minimize the potential transmission of food borne illnesses and the novel coronavirus. The County was informed about the significant increase in the City of Santa Clara Program participation and number of meals served. The County informed the City of Santa Clara Senior Nutrition Program that it could continue serving above the budgeted level and that it would issue an agreement to fund the added meals.

#### DISCUSSION

In order to reimburse the City of Santa Clara Senior Nutrition Program for COVID-19 emergency meals served from December 1, 2020 through June 30, 2021, the County has issued an Agreement to the City for approval. The Agreement, if approved, will provide funding for the Fiscal Year 2020/21 Program budget in the amount of \$209,280 to provide an additional 24,000 meals. The County anticipates that the daily participants served by the Program will be 180 seniors on average per day through June 30, 2021 due to continued COVID19 pandemic impacts; this is in contrast to the currently budgeted 63 average meals per day.

21-531 Agenda Date: 5/4/2021

The action under consideration authorizes the City Manager to execute the County agreement and any additional modifications or amendments to the Agreement, subject to the Council appropriation of funds. This will give the City Manager the flexibility and authority to respond to County Program changes in an efficient and timely manner to provide weekday hot meal services to seniors without interruption.

While the agreement under consideration does not look beyond the June 30, 2021 horizon; in the past, the County has issued an "end of Fiscal Year adjustment" which retroactively provided for the additional meals used above that year's budget total. It is anticipated that the County will do so again as it did in FY 2019/20 when the County authorized funding in the amount of \$18,410 for 2,498 additional meals.

It is important to note that separately, the Healthy Santa Clara supplemental Senior Weekend Meals Program will continue through generous grants from Silicon Valley Power and the Mission City Community Fund to purchase additional meals not supported through the County Program. Seniors may also participate in the Food for Families Program through the Salvation Army and Second Harvest Food Bank.

#### **ENVIRONMENTAL REVIEW**

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

#### FISCAL IMPACT

The City's Senior Nutrition Program revenues and appropriations have been included in the 2019/20 and 2020/21 Parks and Recreation Operating Grant Trust Fund budget. The County funds the cost of the program on a reimbursement basis. An increase to County payment in the current 2020/21 fiscal year is needed in the amount of \$209,280, bringing the amended budget to \$320,024.

### BUDGET AMENDMENT FY 2020/21

Parks and Recreation Operating Grant Trust Fund	Current	Increase/ (Decrease)	Revised
Revenues Other Agencies Revenue	\$110,744	\$209,280	\$320,024
Expenditures Senior Nutrition Program	\$110,744	\$209,280	\$320,024

#### **COORDINATION**

21-531 Agenda Date: 5/4/2021

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

### PUBLIC CONTACT

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

#### RECOMMENDATION

- Approve and authorize City Manager to execute the Agreement with the County of Santa Clara for the Senior Nutrition Program to provide emergency meals for an amount not to exceed \$209,280 for FY 2020/21;
- 2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the related FY 2020/21 budget amendment in the Parks and Recreation Operating Grant Trust Fund to increase the Other Agencies Revenue and the Senior Nutrition Program by \$209,280 (five affirmative Council votes required to appropriate additional revenue) ; and
- 3. Authorize the City Manager to negotiate and execute amendments and minor modifications to the Agreement for emergency meals, subject to Council appropriation of funds.

Reviewed by: James Teixeira, Director, Parks & Recreation

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

- 1. Senior Nutrition Agreement as Amended with County of Santa Clara
- 2. Proposed Senior Nutrition Agreement with County of Santa Clara for COVID19 Emergency Meals

# FIRST AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND CITY OF SANTA CLARA

This is the First Amendment to the Contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) entered into on July 1, 2019, for the provision of Congregate Meals Services. The original contract was approved by the Board on June 18, 2019.

#### This Contract is amended as follows:

Effective upon execution, the parties agree to comply with the provisions contained in the following exhibits, which are attached hereto and incorporated herein by this reference and made a part of the Contract.

- 1. Replace Exhibit A: Program Provisions with Exhibit A-1: Program Provisions, which is attached hereto and incorporated by this reference.
- 2. Replace Exhibit B: Program Plan & Requirements with Exhibit B-1: Program Plan & Requirements, which is attached hereto and incorporated by this reference.
- 3. Replace Exhibit C: Budget with Exhibit C-1: Budget, which is attached hereto and incorporated by this reference.
- 4. Add Exhibit C-2: Budget, which is attached hereto and incorporated by this reference.
- 5. Add Exhibit D-1: Logic Model, which is attached hereto and incorporated by this reference.
- 6. Article IV, 14. COUNTY DATA & CONFIDENTIALITY is revised to read:

#### 14. COUNTY DATA & CONFIDENTIALITY

- a. Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- c. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this

Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

- d. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- e. Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.
- f. Contractor must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the County may terminate this contract immediately and take legal action against Contractor. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the County intends to prosecute such violators to the full extent of the law.
- h. Contractor will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 14 survive the termination of this contract.

#### 7. Add Article IV, 15. CALIFORNIA PUBLIC RECORDS ACT:

#### 15. CALIFORNIA PUBLIC RECORDS ACT

a. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

b. Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

	Cynthia Doorgus
Cindy Chavez, President Board of Supervisors Date: JUN 2 3 2020	Deanna J. Santana, City Manager City of Santa Clara 6/10/2020 Date:
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	
ATTEST: Many des Commentes	ATTEST:  Obcustaned by  Nora Pimentel
Megan Doyle	Nora Pimentel
Clerk of the Board of Supervisors  Date:	MMC Date: 6/10/2020
APPROVED AS TO FORM AND LEGALITY	APPROVED AS TO FORM
DocuSigned by:	DocuSigned by:
Mary E. Hanna-West	Brian Doyle
Mary Hanna-Weir	Brian Doyle
Deputy County Counsel	City Attorney
Date: 6/11/2020	Date:

**Program Name:** Senior Nutrition Program – Congregate Meals

This is a contract between the County of Santa Clara (COUNTY) and the (CONTRACTOR) for the purpose of providing meals for persons 60 years of age and older, which is funded, authorized by, and to be performed in accordance with the Older Americans Act of 1965, as amended, P.L. 89-73, U.S.C. Section 3000 et seq., and all amendments, rules, and regulations pertaining thereto.

#### 1. TERM OF CONTRACT

The term begins on July 1, 2019, and expires on June 30, 2021, unless terminated earlier or otherwise amended; with three one-year extension options.

#### 2. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$129,631.65 in FY2019-2020, and not to exceed \$110,774.16 in FY2020-2021, for a total not to exceed \$240,405.81.

#### 3. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the COUNTY has the option to either terminate this Contract without notice (except that is necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

#### 4. FEE FOR SERVICE CONTRACT

- a. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-1: Program Provisions, Exhibit B-1: Program Plan & Requirements, Exhibit C-1: Budget, Exhibit C-2: Budget, Exhibit D: Logic Model and Exhibit D-1: Logic Model, for the performance of services as outlined in this Contract up to the maximum compensation.
  - i. For Non-Profit Agencies, OMB Circular A-122.
  - ii. For Local Governments, OMB Circular A-87.
  - iii. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
  - iv. For Profit Making Organization, 41 CFR Part 1.
- b. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.
- c. CONTRACTOR must participate in a quarterly reconciliation process. During the reconciliation process all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. Quarterly

reconciliations must be submitted with the corresponding monthly invoice. During each reconciliation, all funds paid to CONTRACTOR under its fee for service claims must be reconciled to the actual costs incurred by the contractor and the remaining cash, if any. This provision survives the termination of this Contract.

d. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services based on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

#### 5. PARTICIPANT CONTRIBUTIONS

- a. CONTRACTOR will submit participant contributions on a monthly basis with the monthly expense claims.
- b. CONTRACTOR will deposit all participant contributions in a bank account maintained for the Senior Nutrition Program (SNP). All deposits, withdrawals, and balances for the Senior Nutrition Program must be separately identified. COUNTY has the right to review all financial records and bank accounts for audit purposes. Participants' contributions will be collected, counted, and recorded daily bγ CONTRACTOR. Two persons designated CONTRACTOR will co-verify the collection and count of participant contributions daily by their signature and date on a participant contribution accounting record. Participant contributions are to be deposited daily when possible, but no less frequently than on a weekly basis. Participant contributions are to be kept in a secure locked location and at night locking in a safe, pending deposit into the Senior Nutrition Program bank account.

#### 6. ADVANCE PAYMENTS

- a. Notwithstanding Section 4 above, COUNTY, at its discretion may make advance payments under this contract to CONTRACTOR up to a maximum of 25% of the total contract amount and under conditions as the COUNTY may specify. Such advance payments will in no way increase the total maximum financial obligation specified under this contract.
- b. CONTRACTOR must meet fidelity bond requirements as specified in Article V F. of this contract prior to receiving advance payment.
- c. All advance payments require full repayment prior to the expiration of the contract. COUNTY will specify repayment method of the advance payment amount by deducting an agreed upon monthly amount from the outstanding balance of the contract until the repayment obligation is fulfilled, or; deducting the advance payment amount in a lump sum from the remaining contract balance.

#### 7. COMPENSATION

CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) calendar day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for services rendered, as well as payment for participant and guest contributions as outlined in Exhibit B-1: Program Plan & Requirements.

- a. Prior to submittal, invoices and reconciliations must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
- b. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in Exhibit C-1 and Exhibit C-2: Budget. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously.
- c. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
- d. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.
- e. COUNTY is not obligated to reimburse CONTRACTOR for any service or expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

#### 8. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.
- c. CONTRACTOR must assist in the coordination of and verification of eligibility for mobility management services for participants who use CONTRACTOR's site as a home meal site.

#### 9. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates City Manager as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Senior Nutrition Program Manager as its representative for the purpose of managing the services performed pursuant to this Contract.

#### 10. ADJUSTMENT TO EXHIBIT B-1: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Work Plan begins.

#### 11. ADJUSTMENT TO EXHIBIT C-1: BUDGET & EXHIBIT C-2: BUDGET

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee, and the request is approved by the COUNTY in writing. A budget adjustment must not increase the maximum financial obligation of this Contract.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the COUNTY's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that the budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request, COUNTY will forward an approved copy of the Budget Revision Request form to the CONTRACTOR.

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

#### 13. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

To COUNTY: Social Services Agency, Director

CC: Senior Nutrition Program Manager

353 West Julian Street, 4<sup>th</sup> Floor San Jose, California 95110-2335

Exhibit A-1: Program Provisions

To CONTRACTOR: Deanna J. Santana

City Manager

1500 Warburton Avenue Santa Clara, CA 95050

### 11. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

**Agency:** City of Santa Clara (CONTRACTOR)

**Program Name:** Senior Nutrition Program – Congregate Meals (PROGRAM)

#### 1. SERVICE DESCRIPTION & EXPECTED OUTCOME

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). The PROGRAM provides seniors and older adults of Santa Clara County access to healthy, nutritious meals and the opportunity to socialize, take classes, and access other services. CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

#### 2. PERMITS AND LICENSES

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

#### 3. **ELIGIBLE INDIVIDUALS**

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to handicapped or disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, living alone, and/or minorities as defined by the Older Americans Act of 1965.

#### 4. MEALS

- a. Meals served by CONTRACTOR must provide at least one-third (1/3rd) of the current recommended dietary allowance specified by the Food and Nutrition Board of the National Academy of Sciences National Research Council.
- b. Menus will be planned by CONTRACTOR in cycles, the minimum period being five (5) weeks. Such menus must be planned in accordance with COUNTY requirements. Such menus will be submitted to COUNY three (3) weeks prior to initial use. Menus will be posted in a conspicuous location at the meal site at least one (1) week in advance of use.
- c. Table settings will be of reasonable quality. If disposable dinnerware is used, it will be of sturdy quality.

### 5. **CONGREGATE MEAL SITES**

- a. CONTRACTOR will provide congregate meals at the meal site(s), days, and times indicated in Exhibit C-1: Budget for FY2019-2020 and Exhibit C-2: Budget for FY2020-2021. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed in Exhibit C-1 and Exhibit C-2 with prior written approval of COUNTY.
- b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a

Exhibit B-1: Program Plan & Requirements

meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

- i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.
- ii. The relocation or addition changes the service area served by this contract.
- iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.
- c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.
- d. CONTRACTOR ensures that a pleasant dining atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs.
- e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility.
- f. Innovative services may added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.
- g. Notwithstanding a designation as a catered site in Exhibit C-1 and Exhibit C-2: Budget, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.

#### 6. NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS

- a. CONTRACTOR will provide the number of hot meals as specified in Exhibit C-1: Budget for FY2019-2020 and Exhibit C-2: Budget for FY2020-2021. If demand by eligible individuals in the first six (6) months of this Contract does not result in CONTRACTOR providing the average number of meals per day specified in Exhibit C-1 and Exhibit C-2: Budget, COUNTY may terminate this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt to renegotiate this Contract to allow CONTRACTOR to reduce the average number of meals to be provided per day. If CONTRACTOR provides additional meals and such additional meals will cause CONTRACTOR to exceed the Maximum Financial Obligation of this Contract, such additional costs will be the sole expense of CONTRACTOR, unless the parties agree and execute a Contract Amendment.
- b. CONTRACTOR will be paid for the number of meals served at a meal site, not the number of meals prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements in Section 4(a). CONTRACTOR must open its Nutrition Site(s) for the number of service days specified in Exhibit C-1: Budget for FY2019-2020 and Exhibit C-2: Budget for FY2020-2021. CONTRACTOR must open its Nutrition Site(s) at minimum the number of serving days indicated each week except for holidays. Should CONTRACTOR close its Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively to

Exhibit B-1: Program Plan & Requirements reschedule the day(s) that the Nutrition Site(s) was closed. Should

CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s) of services. CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

#### 7. **ADVISORY COUNCIL**

CONTRACTOR will ensure that an election is held to elect a participant to represent the nutrition site on the countywide program Advisory Council. It will be the responsibility of the program Advisory Council to advise the COUNTY on policy matters relating to the delivery of the congregate nutrition services throughout the COUNTY program area.

#### SUPPORTIVE SERVICES 8.

- CONTRACTOR will provide supportive services, to the extent that such services are needed and are not already available from third parties and accessible to individuals participating in the Congregate Meals Program. Supportive services may include:
  - Transportation of eligible individuals to and from congregate meal sites so that nutrition and other services will be accessible to those eligible individuals living within the program area who, because of lack of mobility or physical or mental handicap, would otherwise be unable to participate in the program:
  - Information and referral services designed to provide eligible individuals with current information of, and referral to, all appropriate services to meet their needs:
  - iii. Health and welfare counseling services designed to assist eligible individuals in dealing with the problems and stresses that interfere with normal health and social functioning. CONTRACTOR may provide such services through person-to-person assistance from trained counselors or referrals to other resources:
  - iv. Nutrition education through a formal program of regularly scheduled meetings to make available pertinent facts related to nutritional need;
  - Recreation activities designed to foster the health and social well-being of program participants through social interaction and satisfying use of free time:
  - vi. Outreach activities to assure maximum participation of hard to reach and other eligible individuals.
- b. CONTRACTOR will report the supportive services provided at its meal site(s) to the COUNTY in the format requested by the COUNTY and whether the service is provided by CONTRACTOR or another entity at least annually, or more often, as requested by the COUNTY. COUNTY may request this information from CONTRACTOR up to once per guarter.

#### 9. **FOOD INVENTORY**

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

#### 10. PEST CONTROL

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified. COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

#### 11. DATA COLLECTION AND PRIVACY

- a. At intervals prescribed by the COUNTY and, on forms provided by COUNTY, CONTRACTOR will collect program data and information relating to nutrition risk assessments, registered site participants, meals, use of services and program contributions. CONTRACTOR will also be required to collect program data through the use of electronic collection methods. Such methods may include the use of computers, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means. COUNTY will be considered legal owner of all equipment provided to CONTRACTOR for this purpose. Such equipment is considered Non-Expendable property as described in Section 16 of this Exhibit.
- b. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program Monthly Report for the prior month by the fourth (4<sup>th</sup>) working day of the current month to their assigned registered dietitian.
- c. No later than the second time an eligible participant attends a congregate meal site operated by CONTRACTOR, CONTRACTOR must have the participant complete a registration form with participant's information. Registration forms must be submitted to the designated COUNTY staff person at least monthly for registrants from the prior month along with the Monthly Report. CONTRACTOR must submit any new monthly registrations prior to the fifth (5<sup>th</sup>) working day of every month.
- d. CONTRACTOR must submit their electronic participant demographic scanner data and related documents for the prior month by the fifth (5<sup>th</sup>) working day of every month to the Senior Nutrition Program.
- e. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.
- f. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: <a href="https://www.aging.ca.gov/ProgramsProviders/Information Security and Privacy/Presentation/index.html">https://www.aging.ca.gov/ProgramsProviders/Information Security and Privacy/Presentation/index.html</a>). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

#### 12. PARTICIPANT CONTRIBUTION PRINCIPLES

- a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to pay for all or part of their meals. Recipients are requested to make a financial contribution to offset the cost of the meals. Suggested contribution for congregate meals is \$3.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is \$3.00 per day. Contributions are confidential. CONTRACTOR will not disclose records of the amount of contribution received or the name of contributor to third parties without written permission of the contributor. COUNTY has the right to review CONTRACTOR'S contribution records for audit purposes. Payment of the suggested contribution is not a condition for the receipt of meals.
- b. CONTRACTOR will submit participant contributions on a monthly basis to be included with the monthly reimbursement claims. One hundred percent of these contributions must be submitted to COUNTY.

### 13. VOLUNTEER, GUEST, AND STAFF MEALS

- a. Volunteer Meals: A volunteer under the age of 60 who provides services during meal hours may be offered a meal, if doing so will not deprive an older individual of a meal. Volunteers under age 60 who receive a full meal that meets the requirements in Section 4 must pay a \$3.00 fee and the fee must be included with the participant contributions and returned to the COUNTY. CONTRACTOR must record the number of volunteer meals served. CONTRACTOR will be reimbursed for volunteer meals provided.
- b. Guest Meals: A guest under the age of 60 may be offered a meal during meal hours if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. A guest must pay a fee of at least \$8.00 or up to the actual cost of the meal served, as specified in Exhibit C-1: Budget for FY2019-2020 and Exhibit C-2: Budget for FY2020-2021. CONTRACTOR must record the number of guest meals served and keep guest fees separate from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the guarterly reconciliation.
- c. Staff Meals: Nutrition services staff under the age of 60 may receive a meal if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. CONTRACTOR must record the number of nutrition services staff meals served. The cost of providing staff meals may not be included in the quarterly reconciliation.

#### 14. MANDATORY ATTENDANCE

CONTRACTOR must have a representative attend every required training and meeting offered by the COUNTY that is specific to the Senior Nutrition, Congregate Meals Program.

#### 15. PURCHASES

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

#### 16. NON-EXPENDABLE PROPERTY

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five- hundred dollars (\$500.00), that is required by CONTRACTOR for performance of this Contract, must require prior written approval of COUNTY.

Exhibit B-1: Program Plan & Requirements

COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

#### 17. COMPETITIVE BID REQUIREMENTS

- a. All equipment purchases by the CONTRACTOR exceeding five-hundred dollars (\$500.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding tenthousand dollars (\$10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.
- b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-hundred dollars (\$500) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

#### 18. OVERTIME WORK

Overtime work expenditures that are incurred by the CONTRACTOR will not be paid by reducing services or meals under this contract.

#### 19. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

#### 20. CARE ACCESS ERROR RATE REQUIREMENT

Federal regulations pursuant to Title III of the Older Americans Act of 1965 (OAA) establish procedures for allocating money to states for various senior services. States have established allocation mechanisms to award monies to their Area Agencies on Aging (AAA). These AAAs in turn, award monies via contracts or grants to carry out the mission of the OAA.

Sourcewise, the County of Santa Clara's designated AAA, allocates money for the provision of the Congregate Meals Program by reimbursing the County based on the number of meals served to seniors each month. This data is tracked through Sourcewise's Care Access Database. When there is a discrepancy between the paper total (signatures of SNP participants) and scanner total (scanned barcodes of SNP participants), an error rate arises. Currently, if the total combined error rate of all Senior Nutrition Meal Sites exceeds five percent (5%), the County will not be reimbursed by Sourcewise. Therefore, CONTRACTOR's data that is imported into Sourcewise's Care Access Database must not exceed an error rate of 5%.

If CONTRACTOR's imported data exceeds an error rate of 5%, COUNTY will withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY will withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month.

Should Sourcewise decide to reimburse the County regardless of the combined error rate of all Senior Nutrition Meal Sites, then the County will not withhold any percentage of CONTRACTOR's invoice regardless of CONTRACTOR's error rate for that month.

#### 21. GRIEVANCE POLICY

- a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Contract which complies with Sourcewise's requirements and the Older Americans Act, Section 315(b)(4). At a minimum, the process shall include all of the following:
  - i. Time frames within which a complaint will be acted upon.
  - ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to Sourcewise if dissatisfied with the results of CONTRACTOR's review.
  - iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
- b. CONTRACTOR shall notify older individuals of the grievance process available to them by:
  - i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers or areas in which there are a substantial number of older adults. For individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
  - ii. Advising homebound older individuals of the process either orally or in writing upon CONTRACTOR's contact with the individuals.
- c. Complaints may involve, but not be limited to, any or all of the following:
  - i. Amount or duration of a service.
  - ii. Denial or discontinuance of a service.
  - iii. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
  - iv. Failure of the service provider to comply with any of the requirements set forth in California Department of Aging regulations or in your contract with Sourcewise.
  - d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.
  - e. Notify Sourcewise in writing within ten working days after statement has been issues to complainant detailing the complaint, resolution and a copy of the statement sent to complainant. The address for mailing is 3100 De La Cruz Blvd., Suite 310, Santa Clara, CA, 95054.

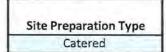
#### 22. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines imposed by the California Department of Aging and Sourcewise, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 6, 202 for FY2019-2020 and July 6, 2021 for FY2020-2021.

Site: Santa Clara Senior Center

Α	В	С	D	E	F
Budget	# of Daily Meals	# of Serving Days	Annual Units	Rate	Total Contract Amount**
Per Meal Reimbursement Rate*	63	249	15,687	\$7.09	\$111,220.83
Additional Meals*			2,498	\$7.09	\$17,710.82
Front Desk Refresh***			1	\$700.00	\$700.00
Grand Total					\$129,631.65

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Service Days
Service Start	11:30 AM	N/A	N/A					
Service End	12:30 PM	N/A	N/A					
Total Hours	1.00	1.00	1.00	1.00	1.00	N/A	N/A	5



<sup>\*</sup>Only meals provided to eligible participants which meet dietary requirements will be reimbursed. The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.

<sup>\*\*</sup>Food costs must equal at least 25% less \$.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed.

<sup>\*\*\*</sup>Each Front Desk Refresh unit is payable upon the site demonstrating that its registration desk has an agency-owned tablet or smartphone, in a protective case, with reliable, wireless internet connection available during meal registration. One unit per meal site.

Site: Santa Clara Senior Center

18,185	13	1.45%
Annual Meals	Paid Holidays	Payroll
		Tax Rate

#### Paid Hours\*

A	В	C	D	E	F	G	Н		1	J
Job Title	Daily Hours	Hourly Rate	Paid Time Off (Days)  Do not include Holidays	Salaries	Payroll Taxes	Retirement Contribution	Health Insurance	1	Other Fringe enefits	otal per mployee
Site Manager	5.00	\$19.74	33.40	\$ 25,859	\$ 375			\$	659	\$ 26,893
Kitchen Aide	4.00	\$15.05	33.40	\$ 15,772	\$ 229			\$	503	\$ 16,504
				\$ *	\$ 					\$ ×
	U	1		\$	\$ - G					\$ 
				\$ 	\$ 190					\$
				\$ - 0	\$ -					\$
				\$ -	\$ 		1			\$ -
				\$ - 5	\$ 					\$ -
Total	9.00	307 30 31		\$ 41,631	\$ 604	\$ -	\$ -	\$	1,162	\$ 43,397

#### **Unpaid Volunteer Hours**

A	В
Volunteer Hours	Daily Hours
Registration Staff	3.00
Server 1	3.00
Server 2	2.00
Server 3	2.00
Server 4	2.00
Total	12.00

\*All personnel costs in the Staffing Plan are built into the per meal rate listed in Exhibit C-1: Budget, Service Plan & Budget.

Program: SNP Congregate Meals

A	В	C	D
Source of Funds	FY20 Amount	% of Total	Commitment Code
Resources Provided by County			
Santa Clara County Senior Nutrition Program (This Contract)	\$ 129,631.65	56%	1
Resources Provided by Agency (Match)			
In-Kind Resources			
Volunteer Hours*	\$73,385.00	32%	3
Cash Resources			
Agency General Fund	\$3,445.00	1%	1
CDBG	\$24,000.00	10%	1
Non-senior contributions	\$500.00	0%	3
Total Program Cost	\$ 230,961.65	99%	

Total Per Meal Match	SCC Rate	Actual Meal Cost (Match + SCC Rate
\$5.57	\$7.09	\$12.66

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Anticipated Renewal of Existing Funding-Continuation of current year funding
3	Anticipated Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted

<sup>\*</sup> Volunteer Hours are valued by the County as: Living Wage \* Hours Per Day \* Serving Days

Site: Santa Clara Senior Center

A	В	C	D	E	F
Budget	# of Daily Meals	# of Serving Days	Annual Units	Rate	Total Contract Amount**
Per Meal Reimbursement Rate*	63	248	15,624	\$7.09	\$110,774.16
Grand Total					\$110,774.16

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Service Days
Service Start	11:30 AM	N/A	N/A					
Service End	12:30 PM	N/A	N/A					
Total Hours	1.00	1.00	1.00	1.00	1.00	N/A	N/A	5

Site Preparation T	pe
Catered	

<sup>\*</sup>Only meals provided to eligible participants which meet dietary requirements will be reimbursed. The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.

<sup>\*\*</sup>Food costs must equal at least 25% less \$.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed.

Site: Santa Clara Senior Center

63	248	15,624	13	1.45%
# of Daily	Serving Days	Annual Meals	Paid Holidays	Payroll
Meals				Tax Rate

#### Paid Hours\*

A	В	С	D	E	F	G	Н	1	J
Job Title	Daily Hours	Hourly Rate	Paid Time Off (Days)  Do not include Holidays	Salaries	Payroll Taxes	Retirement Contribution	Health Insurance	Other Fringe Benefits	otal per nployee
Site Manager	5.00	\$19.74	33.40	\$ 25,761	\$ 374			\$ 659	\$ 26,794
Kitchen Aide	4.00	\$15.05	33.40	\$ 15,712	\$ 228			\$ 503	\$ 16,443
				\$	\$ -				\$
				\$ -	\$ - 8				\$
				\$	\$				\$ -
				\$	\$ 36				\$ 13.
				\$ -	\$ . 9				\$
				\$	\$ 				\$ 19
Total	9.00			\$ 41,473	\$ 602	\$ -	\$ -	\$ 1,162	\$ 43,237

**Unpaid Volunteer Hours** 

Α	В		
Volunteer Hours	Daily Hours		
Registration Staff	3.00		
Server 1	3.00		
Server 2	2.00		
Server 3	2.00		
Server 4	2.00		
Total	12.00		

\*All personnel costs in the Staffing Plan are built into the per meal rate listed in Exhibit C-2: Budget, Service Plan & Budget.

Program: SNP Congregate Meals

A	В	С	D	
Source of Funds	FY21 Amount	% of Total	Commitment Code	
Resources Provided by County				
Santa Clara County Senior Nutrition Program (This Contract)	\$ 110,774.1	52.3%	1	
Resources Provided by Agency (Match)				
In-Kind Resources				
Volunteer Hours*	\$73,092.0	0 34.5%		
Cash Resources				
Agency General Fund	\$3,445.0	0 1.6%	1	
CDBG	\$24,000.0	0 11.3%	1	
Non-senior contributions	\$500.0	0.2%	3	
Total Program Cost	\$ 211,811.1	6 99.9%		

Total Per Meal Match	SCC Rate	Actual Meal Cost (Match + SCC Rate)
\$6.47	\$7.09	\$13.56

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Anticipated Renewal of Existing Funding-Continuation of current year funding
3	Anticipated Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted

<sup>\*</sup> Volunteer Hours are valued by the County as: Living Wage \* Hours Per Day \* Serving Days

Logic Model - Congregate Meals Agency Name: City of Santa Clara

D1. # of

served per FY

A. Contract Goal:

Provide nutritious meals, opportunities to socialize, transportation, and resources to older adults across Santa Clara County.

#### B. Situation

Lack of food access. financial instability, and social isolation are pervasive issues among the older adult community. In order to meet the needs of this community services need to include ethnically diverse cuisine served in locations in proximity to low-income neighborhoods, innovative service models that bring the food to the people, transportation options, and additional safety net resources. These services are a vital component to keeping people healthy and living independently.

## C. Activities/Services

Provide training to meal site volunteers on food safety topics.

# unduplicated clients/families per FY

12 6 Volunteer Trainings

### E. Short/Long Term Outcome Measures

By June 30, 2021, at least 75% of eligible older adult congregate meal participants will have participated in at least one other service offered at the meal site.

# CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND CITY OF SANTA CLARA

- This Contract is between the County of Santa Clara (henceforth, COUNTY) and <u>City Of Santa</u> <u>Clara</u> (henceforth, CONTRACTOR) for Senior Nutrition Program - COVID-19 Emergency Meals.
- 2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, Exhibit D: Logic Model and Exhibit E: Federally Required Contract Provisions which are attached hereto and incorporated herein by this reference and made a part of this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA	CONTRACTOR
Gene Clark, Director of Procurement County of Santa Clara	Deanna J. Santana City Manager City of Santa Clara
Date:	ATTE T:
Robert Menicocci, Agency Director Social Services Agency Date:	Hosam Haggag City of Santa Clara Date:
Daniel Crick, Chief Fiscal Officer Social Services Agency Date:	
APPROVED AS TO FORM AND LEGALITY	APPROVED AS TO FORM
Michaela Lewis Lead Deputy County Counsel	Brian Doyle City Attorney
Date:	Date:

#### **Contract General Terms and Conditions**

#### Article I General Terms

#### 1. ENTIRE CONTRACT

This Contract and its Exhibits/Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Contract. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### 2. AMENDMENTS

This Contract may only be amended by written instrument and igned by authorized representatives of all contracting parties.

#### 3. CONFLICTS OF INTEREST

- a. CONTRACTOR shall comply, and require its substantiations to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 10 C. et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and its grounds for immediate termination of this Agreement by the COUNTY.
- b. In accepting this nent, CONTRACTOR covenants that it presently has no interest, and will not acqui interest, direct or indirect, financial or otherwise, which would manner or degree with the performance of this Agreement. conflict CONTRA rther covenants that, in the performance of this Agreement, it will not employ any C NTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that

capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18700.3), as part of CONTRACTOR's service to the COUNTY under this Agreement. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Agreement in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the COUNTY.

d. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

#### 4. GOVERNING LAW, VENUE

This Contract has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper vent for legal action regarding this Agreement shall be in the County of Santa Clara.

#### 5. ASSIGNMENT

No assignment of this Contract or of the rights are obligations hereunder shall be valid without the prior written consent of the other arty.

#### 6. WAIVER

No delay or failure to require performance of any provision of this Contract shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

#### 7. INDEPENDENT COMPRACTOR STATUS

CONTRACTOR will arronn all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of his Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

#### 8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

# Article II Fiscal Accountability and Requirements

#### 1. AVAILABILITY AND SUBSTITUTION OF FUNDS

- e. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.
- f. If applicable, the COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract. CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

#### 2. <u>COMPENSATION TO CONTRACTOR</u>

Compensation method shall be Fee for Service.

#### 3. **DISALLOWED COSTS**

- g. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to disable d costs, violation, and/or default of Contract. CONTRACTOR will repay COULTE disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.
- h. If funding under this Con ractis from Federal sources, such funds may not be used by CONTRACTOR, either directs or indirectly, as a contribution for the purpose of obtaining any Federal funds under the rederal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a compatching expenditure, thereby releasing or displacing other of its funds for the jungse of matching Federal funds."

### 4. FINANCIAL RECORDS

- a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).
- b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.
- c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

# Article III Reporting, Records, Audit, Evaluations, and Termination

#### 1. INSPECTION AND AUDIT

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.
- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws\_regulations or rules.
- c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an independent certified public accountant no later man four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and complete in accordance with GAAP and provisions stipulated in this Contract. In addition the CONTRACTOR must submit any management letters or management and isony letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.
- d. COUNTY may elect to accept an addit report in accordance with GAAP conducted to meet compliance requirem hts of other funding entities in the event all of the above provisions are met.

#### 2. REPORTING REQUIREMENT.

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency.
- c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.

- d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.
- e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.
- f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules regulations or laws.
- g. CONTRACTOR guarantees that it, its employees, wintractors, subcontractors or agents are not suspended or debarred from receiving Federal rund as listed in the List of Parties Excluded from Federal Procurement or Non-recurement Programs issued by the Federal General Services Administration (https://www.sam.gov/). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.

#### 3. RESPONSIBILITY FOR JUDIC EXCEPTIONS

CONTRACTOR accepts as a sibility for receiving, replying to, and complying with any audit exceptions by a so state Federal, State, or County, audit agencies.

#### 4. MONITORING AND EVALUATION

- a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.
- b. COUNTY may conduct participant interviews to determine program compliance.
- c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
- d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five

factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the CONTRACTOR.

- e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.
- f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

#### 5. CORRECTIVE ACTION PROCEDURE

- a. Upon receipt by COUNTY of information regarding a fail (re-py CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. (ON TRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of ION TRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation on the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the orrective actions.
- c. In the event CO TRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

#### 6. TERMINATION

#### a. Termination for Convenience

COUNTY may, by written notice to CONTRACTOR, terminate all or part of this Agreement at any time for the convenience of the COUNTY. The notice shall specify the effective date and the scope of the termination.

#### b. Termination for Cause

COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not

#### limited to the following:

- i. CONTRACTOR failure to comply with any contract provision;
- ii. CONTRACTOR fails to meet the performance criteria of this Contract;
- iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
- iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
- v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
- vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
- vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

#### c. Terminations

In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTS.

#### 7. NON-EXCLUSIVE REMEDIES

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

Article IV
Statutes, Regulations, and Policies

# 1. <u>COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT, REVENTION</u>

- i. Compliance with All Laws. CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- . Compliance with Non-Discrimination and Equal Opportunity Laws: CONTRACTOR shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act

(Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, CONTRACTOR shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- k. Compliance with Wage and Hour Laws: CONTRACTOR shall comply with all applicable wage and hour Laws, which may include but are not limited to the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- Definitions: For purposes of this Section, the Tallo ving definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government sency authorized by law to enforce an applicable Law, an arbiter, or arbitration mel and (b) for which all appeals have been exhausted or the time period to appeal as expired. For pay equity Laws, relevant investigatory government age des include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in ampensation on the basis of an individual's sex, gender, gender identity, gende xpression, sexual orientation, race, color, ethnicity, or national e VII on the Civil Rights Act of 1964 as amended, the Equal Pay Act of origin under Ti all Employment and Housing Act, or California Labor Code section 1963, Californ 1197.5, licible. For wage and hour Laws, relevant investigatory government the federal Department of Labor, the California Division of Labor agencies Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- m. Prior Judgments, Decisions or Orders against CONTRACTOR: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT, ANINVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

- n. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, CONTRACTOR receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then CONTRACTOR shall promptly satisfy and comply with any such Final Judgment. CONTRACTOR shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. CONTRACTOR shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- o. Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to CONTRACTOR's records, CONTRACTOR shall permit the COUNTY and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the COUNTY's request, CONTRACTOR shall provide the COUNTY with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the pirpose of this Section, except where prohibited by federal or state laws, regulations or rules. COUNTY's access to such records and facilities shall be permitted at any time during CONTRACTOR's normal business hours upon no less than 10 business days' advance notice.
- p. Pay Equity Notification: CONTRACTOR shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, "Employees and Job Applicante") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR Employees and Job Applicants.
- q. Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. COUNTY may, among other things, take any or all of the following actions:
  - I. Suspend or terminate any or all parts of this Agreement.
  - II. Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
  - III. Offer CONTRACTOR an opportunity to cure the breach.
- r. Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

- s. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).
- t. For Contracts over \$100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

#### 2. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of act 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Contract.

#### 3. COUNTY NO-SMOKING POLICY

CONTRACTOR and its employees, agents and sub-antiactors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which probable smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-two Land operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY weekicles.

#### 4. FOOD AND BEVERAGE STANKAR S

- v. Except in the event of an imergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with COUNTY funds for COUNTY-sponsored meetings or events.
- provided, healthier food options must be offered. "Healthier food w. If food is (1) fruits, vegetables, whole grains, and low fat and low calorie foods; options" (2) minima rocessed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

x. If beverages are to be provided, beverages that meet the COUNTY's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

#### 5. CONTRACTING PRINCIPLES

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon the COUNTY's request, rowde the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Refer to:

https://www.sccgov.org/sites/scc/Documents/Type\_\_I\_\_\_\_ype\_\_II\_Contractors.pdf

#### 6. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended o, confer any rights or remedies upon any person or entity other than the parties.

#### 7. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information schnology system from a non-county attached system through a public network CONTRACTOR will maintain and use its non-county system, hardware, and so twate in compliance with COUNTY standards and policies set by the COUNTY Information services Department.

#### 8. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED CONTRACT" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "ELECTRONICALLY SIGNED CONTRACT" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

#### 9. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, CONTRACTORs that contract with the COUNTY to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage

Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If CONTRACTOR and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- y. Suspend, modify, or terminate the Direct Services Contract.
- z. Require the CONTRACTOR and/or Subcontractor to comply with an appropriate remediation plan developed by the COUNTY.
- aa. Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B3L on any other applicable law. Further, this provision does not confer any rights upon any period or entity other than the Board of Supervisors or its designee to bring an action seeking the cancellation or suspension of a COUNTY contract. By entering into the contract, CONTRACTOR certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

#### 10. COUNTY DATA & CONFIDENTIALITY

- a. Definitions: "COUNTY Data" shall hean data and information received by CONTRACTOR from COUNTY. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the long. Land management of a CONTRACTOR for use by COUNTY. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation winter oral or displayed), that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents or employees, to CONTRACTOR, its agents or employees, or any of its affiliates or representatives.
- b. CONTRACTOR shall not acquire any ownership interest in County Data (including County Confidential Information). As between CONTRACTOR and COUNTY, all County Confidential Information and/or County Data shall remain the property of the COUNTY. CONTRACTOR shall not, without COUNTY's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- c. CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that

could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Agreement, CONTRACTOR shall seek and follow COUNTY's direction regarding the proper disposition of County Data.

- d. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying COUNTY by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in CONTRACTOR's security that materially affects COUNTY or end users. If the initial notification is by phone, CONTRACTOR shall provide a written notice within 5 days of the incident. CONTRACTOR shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, CONTRACTOR shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Corle sections 1798.29 and 1798.82 at CONTRACTOR's sole expense. CONTRACTOR shall not charge COUNTY for any expenses associated with CONTRACTOR's compliance with tilese obligations.
- e. CONTRACTOR shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of connection with, the unauthorized use, access, and/or disclosure of information by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only to sinjury or damage caused by the sole negligence or willful misconduct of personner employed by the COUNTY.
- f. CONTRACTOR must require it temployees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, parision 19 Regulations.
  - I. All applications and records concerning any individual receiving services pursuent to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, perormance compliance, monitoring or auditing of the program.
  - II. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.

h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 10. survive the termination of this contract.

#### 11. CALIFORNIA PUBLIC RECORDS ACT

- a. The COUNTY is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR's proprietary information is contained in documents or information submitted to COUNTY, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the COUNTY will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara COUNTY before the COUNTY is required to respond to the CPRA request. If CONTRACTOR fails to obtain such remedy within the time the COUNTY is required to respond to the CPRA request, COUNTY may disclose the requested information.
- b. CONTRACTOR further agrees that it shall defend, indemnify and hold COUNTY harmless against any claim, action or litigation (including by no limited to all judgments, costs, fees, and attorney's fees) that may result from deniar by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

# Article V Insurance Requirements

#### **Indemnity**

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Contract by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Contract to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Contract and does not prevail in that contest.

#### Insurance

Without limiting the Contractor's indemnification of the County the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

#### A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certificate appy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has teel approved by the County. This approval of insurance shall neither relieve for lecrease the liability of the Contractor.

#### B. Qualifying Insure

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

#### C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

#### D. Insurance Required

- 1. <u>Commercial General Liability Insurance</u> for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence \$1,000,000
  - b. General aggregate \$2,000,000
  - c. Products/Completed Operations aggregate \$2,000,000
  - d. Personal Injury \$1,000,000
- 2. <u>General liability coverage shall include:</u>
  - a. Premises and Operations
  - b. Products/Completed
  - c. Personal Injury liability
  - d. Severability of interest
- 3. General liability coverage shall include the following enforsement, a copy of which shall be provided to the County:

## Additional Insured Endorsement, which shan read

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with in crance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

# 4. Autor objectiability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. <u>Aircraft/Watercraft Liability Insurance</u> (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

#### 5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

#### E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance recrirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit librally as assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be estisfied a whole or in part by adequately funded self-insurance programs of self-insurance retentions.
- 3. Should any of the work under this Contract be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
- 4. The County reserve the right to withhold payments to the Contractor in the event of payria noncompliance with the insurance requirements outlined above.
- F. <u>Fidelity Bolds</u> (Fequired only if contractor will be receiving advanced funds or payments) Before it ceiting compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

**Agency:** City of Santa Clara

Program Name: Senior Nutrition Program - COVID-19 Emergency Meals

#### 1. SERVICE DESCRIPTION

This is a contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) for the purpose of providing to-go, curbside pickup, or home delivered Covid-19 emergency response meals at currently operating congregate meal site(s). These meals supplement the meals provided through the regular Congregate Meals program, which is funded, authorized by, and to be performed in accordance with the Older Americans Act of 1965, as amended, P.L. 89-73, U.S.C. Section 3000 et seq., and all amendments, rules, and regulations pertaining thereto, but this agreement is wholly, separately funded to satisfy the need for supplemental nutrition services cause by and during the Covid-19 pandemic emergency.

For logistical simplicity, services will be identical to services contracted for in CONTRACTOR's Congregate Meals contract with the COUNTY, except that all meal-related data and back up documentation must be tracked separately according to direction from COUNTY and that meals will generally not be served onsite or in a communal manner and meals may be served to populations not qualified to receive a meal under the Older Americans Act of 1965, with written approval of COUNTY.

#### 2. DELIVERABLES

#### a. Invoices

CONTRACTOR will submit a voices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by the CONTRACTOR.

#### b. SSA Outcome Measure cont Reporting

CONTRACTOR ill Submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit De Logic Model.

#### 3. TERM OF CONTRACT

The term begins January 1, 2021, and expires on June 30, 2021, unless terminated earlier or otherwise amended.

#### 4. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed 209280 in FY2020-2021.

#### 5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the COUNTY has the option to either terminate this Contract without notice (except that is necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced

amount.

#### 6. FEE FOR SERVICE CONTRACT

- a. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A: Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, Exhibit D: Logic Model and Exhibit E: Federally Required Contract Provisions, for the performance of services as outlined in this Contract up to the maximum compensation.
  - i. For Non-Profit Agencies, OMB Circular A-122.
  - ii. For Local Governments, OMB Circular A-87.
  - iii. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
  - iv. For Profit Making Organization, 41 CFR Part 1.
- b. If CONTRACTOR provides any tasks, deliverables, conds, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR and the CONTRACTOR will have no claim whatsoever against COUNTY.
- c. CONTRACTOR must participate in a grantry econciliation process. During the reconciliation process all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. Quarterly reconciliations must be submitted with the corresponding monthly invoice. During each reconciliation, all funds baid to CONTRACTOR under its fee for service claims must be reconciled to the actual costs incurred by the contractor and the remaining cash, if any. This provision survives the termination of this Contract.
- d. CONTRACTOR that participate in a closeout period at the end of the COUNTY funding veriod. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. It actual cost of providing services based on Unit Cost per meal is less that the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

#### 7. OUTCOME MEASUREMENT REPORTING

This contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit D: Logic Model.

CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on https://www.sccgov.org/sites/ssa/dfcs/Pages/partners\_training.aspx.

CONTRACTOR must submit the report by the tenth (10th) working day after each quarter for services performed during the preceding quarter.

#### Quarterly Program Reports

CONTRACTOR will submit Quarterly Program Reports no later than the following dates:

- a. January 15, 2021 (if applicable)
- b. April 15, 2021 (if applicable)
- c. July 15, 2021

#### 8. PARTICIPANT CONTRIBUTIONS

- a. CONTRACTOR will collect submit participant contributions according to the Senior Nutrition Program Congregate Meals Policy & Procedures Manual.
- b. To protect the anonymity of the participant, participants contributions will be collected, combined, and returned to the Senior Astrition Program with other Congregate Meals program contributions.

#### 9. COMPENSATION

CONTRACTOR must submit to COUNTR at invoice in a form approved by COUNTY, by the tenth (10th) calendar day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for services rendered, as well as payment for participant and guest contributions as outlined in Exhibit B: Program Plan & Requirements.

- a. Prior to submittal, in oices and reconciliations must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information sublimited by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of an of COUNTY's legal rights or objections.
- b. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in Exhibit C: Budget. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously.
- c. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
- d. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount

- pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.
- e. COUNTY is not obligated to reimburse CONTRACTOR for any service or expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

#### 10. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.
- c. CONTRACTOR must assist in the coordination of and verification of eligibility for mobility management services for participants who use CONTRACTOR's site as a home meal site.

#### 11. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates Dean J. Santana. City Manager as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the abovenamed person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Senior Nutrition Program Manager as its representative for the purpose of managing the services performed pursuant to this Contract.

#### 12. ADJUSTMENT TO EVALUE B: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements may be approved by the COUNTY representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program providions and both parties are notified at least 10 days before the adjusted Plan begins.

#### 13. ADJUSTMENT TO EXHIBIT C: BUDGET

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee, and the request is approved by the COUNTY in writing. A budget adjustment must not increase the maximum financial obligation of this Contract.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the COUNTY's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that the budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request,

COUNTY will forward an approved copy of the Budget Revision Request form to the CONTRACTOR.

#### 14. ADJUSTMENT TO EXHIBIT D: LOGIC MODEL

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

#### 15. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

To COUNTY: Social Services Ager & Director

CC: Senior Nutrition Program Manager

353 West Julian Street, Floor San Jose, California 95110-2335

To CONTRACTOR: Deanna J. Santana

City Manage

Cit o Santa Clara

1500 Wa burton Avenue Santa Clara, CA 95050

#### 16. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

**Agency:** City of Santa Clara (CONTRACTOR)

**Program Name:** Senior Nutrition Program – COVID-19 Emergency Meals (PROGRAM)

#### 1. SERVICE DESCRIPTION & EXPECTED OUTCOME

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors who are not able to receive meals through the regular Congregate Meals contract or other funding sources receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

#### 2. PERMITS AND LICENSES

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses inspections or any other certification or service required in the performance of this contract.

#### 3. ELIGIBLE INDIVIDUALS

Persons who are eligible for meals and services inder this contract are those persons who are 60 years of age or older or who be spoused of persons who are 60 years of age or older. Meals may be made available to handicapped or disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elders at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 15 of older, low-income, living alone, and/or minorities as defined by the Older Americans Act of 1965. Additional eligible persons may be added by COUNTY in what?

#### 4. MEALS

- Meals 35 vel by CONTRACTOR will be the same as in the CONTRACTOR's Contregate Meals contract with COUNTY.
- c. Table settings will be of reasonable quality. If disposable dinnerware or to-go containers are used or provided, they will be of sturdy quality and maintain a safe food temperature until participant can return home to eat the meal.

#### 5. CONGREGATE MEAL SITES

- a. CONTRACTOR will provide COVID-19 emergency meals at the congregate meal site(s), days, and times indicated in CONTRACTOR's Congregate Meal contract with the county. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed with prior written approval of COUNTY.
- b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend

or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

- i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.
- ii. The relocation or addition changes the service area served by this contract.
- iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.
- c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.
- d. CONTRACTOR ensures that a pleasant pick up atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs, as well as for physical distancing during meal pick up.
- e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility of pick up location.
- f. Innovative meal delivery options may adde to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.
- g. If a site uses a caterer to prepare its cleals, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate it different than the catered meal rate.

# 6. NUMBER OF MEALS, SEVING DAYS, AND HOLIDAYS

- a. CONTRACTOR will provide up to the number of meals as specified in Exhibit C: Budget at the rate listed in the budget subject to the quarterly expense reconciliation process. Meals will provided to meet demand cause by the declared C vid-19 pandemic emergency and not to meet normal demand not related to be emergency. Meal
- b. CONTRACTOR will be paid for the number of meals provided to individuals, not the number of meals purchased or prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements.
- c. CONTRACTOR may provide meals at any of its regular Congregate Meal site on their regularly scheduled operating days during regularly scheduled operating hours. Meals are not dedicated to a specific meals site but are flexible to meet any demand related to the emergency.

#### 7. FOOD INVENTORY

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent

deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

#### 8. PEST CONTROL

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified. COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

#### 9. <u>DATA COLLECTION AND PRIVACY</u>

- a. CONTRACTOR will be required to collect program data through the use of electronic collection methods that is separate from its Congregate Meals contract. Such methods will include the use of an iOS-device to electronically track participant meals. CONTRACTOR must comply with collection requirements as directed by COUNTY.
- b. CONTRACTOR will be required to create separate sign-in sheets as back up for the electronic program data in subsection (a) above.
- c. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program FEMA Monthly Report for the prior month by the fourth (4<sup>th</sup>) working day of the current month to the rassigned registered dietitian.
   d. Quarterly Report. Quarterly Reports with output and outcome data must be
- d. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, I Lirch, and July invoices. Quarterly Reports must be prepared on the provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.
- Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, e. subcontractors, or as ints of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information secul and privacy presentation online training provided by the Department California of Aging (currently available https://www ging.ca.gov/ProgramsProviders/Information Security and Priv rese tat on/index.html). Upon completion, evidence must be submitted to provide to Sourcewise.

#### 10. PARTICIPANT CONTRIBUTION PRINCIPLES

CONTRACTOR must follow the participant contributions policy in its Congregate Meals contract with COUNTY.

#### 11. PURCHASES

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

#### 12. NON-EXPENDABLE PROPERTY

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five- hundred dollars (\$500.00), that is required by CONTRACTOR for performance of this Contract, must require prior written

approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

## 13. COMPETITIVE BID REQUIREMENTS

- a. All equipment purchases by the CONTRACTOR exceeding five-hundred dollars (\$500.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars (\$10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.
- b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-hundred dollars (\$500) or more, CONTRACTOR will submit to COUNTX evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

#### 14. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, in ordata generated as a result of this contract are to be provided to CONTY prior to public dissemination.

#### 15. ERROR RATE REQUIREMENT

When there is a discrepancy between the paper total (signatures of FEMA participants) and scanner total, an error rate arises. CONTRACTOR's data must not exceed an error rate of 5.5.

If CONTRACTOR's data exceeds an error rate of 5%, COUNTY may withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding he 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY will withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month.

#### 16. **GRIEVANCE POLICY**

CONTRACTOR must follow the grievance policy in its Congregate Meals contract with COUNTY.

#### 17. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 6, 2021.

Exhibit C: Budget

Agency Name: City of Santa Clara

Program Name: COVID-19 Emergency Meals

Α	В	С	D
Budget	Annual Units	Rate	Total
Per Meal Reimbursement Rate*	24,000	\$8.72	\$209,280.00
Contract Total:			\$209,280.00

<sup>\*</sup>Actual expenses must be reconciled to the amount of the County per meal reimbursement quarterly and at year end. Food costs must equal at least 25% less \$ 25 of the Total Contract Amount. Meals that are unserved will not be reimbursed. Only meals that meet requirements of the Congregate Meals program and provided to participants. The are eligible for the Congregate Meals program will be reimbursed.

Logic Model - Senior Nutrition Program - COVID-19 Emergency Meals

**Agency Name:** 

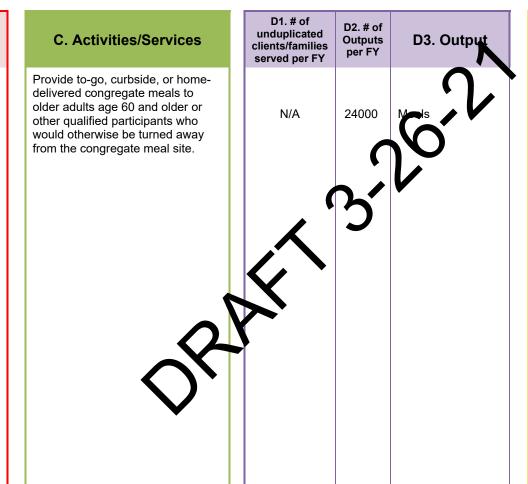
**City of Santa Clara** 

#### A. Contract Goal:

Provide nutritious meals to older adults across Santa Clara County during the COVID-19 pandemic.

#### **B.** Situation

Lack of food access, financial instability, and social isolation are pervasive issues among the older community. While socialization options are limited during the COVID-19 pandemic, congregate meals sites providing to-go, curbside, or home delivered meals become and important outlet because it provides a daily opportunity to see familiar faces in an environment not open to the general public/all age groups, and an avenue to learn about or be connected with other services during this unique time.



# E. Short/Long Term Outcome Measures

See outcomes from Congregate Meals contract.

# COUNTY OF SANTA CLARA FEDERALLY REQUIRED CONTRACT PROVISIONS

The federally-required contract provisions listed below are made a part of the Contractor's Contract with the County.<sup>2</sup>

The term "Contractor", as used throughout this document shall mean the contractor identified in the Contract as Contractor, Provider, Consultant, or similar term.

The term "Contract" as used throughout this Exhibit shall mean the contract or other agreement, with exhibits, into which this Exhibit is incorporated.

The term "State" as used throughout this document shall mean the State of California and include any of its departments or agencies.

These federally required contract provisions will collectively be referenced as the "FEMA Contract Terms."

The terms and conditions of the Contract and the FZMA Contract Terms should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Contract Terms and unless otherwise stated within the terms of this Exhibit, the FEMA Contract Terms shall governand prevail.

## A. No Obligation by the Federal Covernment

The Federal Government is not party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter restant from the Contract.

## B. Access to Records

- (1) Upon request, the Contractor agrees to provide the County, State, Federal Emergency Managemer, Agency (FEMA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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Federally Required Contract Provisions

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<sup>&</sup>lt;sup>2 1</sup> The County intends to seek reimbursement from federal and state grants, e.g., the Federal Emergency Management Agency's Public Assistance grants and California Governor's Office of Emergency Services grants, for the goods and/or services provided under the Contract to the extent they are procured as part of emergency protective measures or disaster response measures undertaken by the County.

- (3) Upon request, the Contractor agrees to provide the FEMA Administrator or the FEMA Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Santa Clara and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### C. Procurement of Recovered Materials

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency-designated items unless the product care to be acquired
  - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - ii. Meeting Contract performance requirements; of
  - iii. At a reasonable price.
- (2) Information about this requirement alon, with the list of EPA-designated items, is available at EPA's Corprehensive Procurement Guidelines web site, <a href="http://www.epa.gov/smm/com/sehensive-procurement-guideline-cpg-program">http://www.epa.gov/smm/com/sehensive-procurement-guideline-cpg-program</a>.
- (3) The Contractor also agree to comply with all other applicable requirements of Section 6002 of the Said Waste Disposal Act.

#### D. Department of Home and Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of PHS teency officials without specific FEMA approval.

#### E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### F. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, volor, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employeent because such employee or applicant has inquired about, discussed, or disclosed in compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contracto began duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

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investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 1246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of Laforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees hat it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality of subdivision of such government which does not participate in work on or ander the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the

Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### G. Clean Air Act and the Federal Water Pollution Control Act

The provisions of this Section H apply to contracts exceeding \$150,000.

#### Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 5.3. C. § 401 et seq.
- (2) The Contractor agrees to report each violation to the Clanty and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include thest aquirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the leteral Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Courac or grees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### H. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by the Byrd-Anti-Lobbying amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress

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in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification:

#### APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be pind by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal gara, the making of any Federal loan, the entering into of any cooperative agreen entertail and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing a attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor,,	certifies	or
affirms the truthfulness and accuracy of each statement of its certificati	on and	
disclosure, if any. In addition, the Contractor understands and ag	rees that	the
provisions of 31 U.S.C. Chap. 38, Administrative Remedies for Fals	e Claims	and

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Statements, apply to this certification and disclosure, i	f any.
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

#### I. Contract Work Hours and Safety Standards Act

The provisions of this Section J apply to contracts over \$100,000 that involve the employment of mechanics and laborers.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work it excess of forty hours in such workweek unless such laborer or mechanic releives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible there for shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, amp byet in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring

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the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### J. <u>Debarment and Suspension</u>

- (1) This Contract may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to medies available to the County, the Federal Government may pursue available representation represents including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its ower tier covered transactions.

#### K. Termination for Cause

If the Contract value exceeds \$10,000, to the extent the Contract does not provide for termination for cause outside of this Exhibit, and in addition to any right to terminate for convenience as described in the Contract, the County may, after providing five days' written notice terminate the Contract for the Contractor's failure to perform or observe any term, covered, or condition of the Contract.

#### L. Remedies

In the event of a breach by the Contractor of any term, covenant, or condition of the Contract, the County shall have the right to pursue all available remedies at law or equity. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

# M. <u>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms</u>

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If this Contract was awarded in a competitive procurement, Contractor engages subcontractors to perform work under the Contract, and the Contract is for \$10,000 or above, Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### N. Subcontracts

To the extent applicable, the Contractor shall include the provisions of this Exhibit in all subcontracts.

Jan.



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

# Agenda Report

21-442 Agenda Date: 5/4/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on an Agreement for Services with AECOM Technical Services, Inc. for Renewable Energy Microgrid Feasibility Study and Design Services

#### **COUNCIL PILLARS**

Promote Sustainability and Environmental Protection
Deliver and Enhance High Quality Efficient Services and Infrastructure

#### **BACKGROUND**

Silicon Valley Power (SVP) intends to install renewable energy microgrids at two City fire stations. Renewable energy microgrids are defined as a group of interconnected load(s) and distributed energy resources within clearly defined electrical boundaries that act as a single controllable entity with respect to the grid. A microgrid can connect and disconnect from the grid to enable it to operate in both grid-connected or island mode.

The microgrids will help protect the City's most critical sites from experiencing operational downtime, increase electrical infrastructure resiliency, and reduce diesel generator run-times. Additionally, the daily operations and standby power from the microgrids will reduce criteria pollutants and greenhouse gas (GHG) emissions, in support of the City's Climate Action Plan.

One microgrid each will be located at Fire Station #1 and Fire Station #2. SVP is partnering with the Santa Clara Fire Department to prioritize Fire Station #1, with the potential to co-locate the Fire Station #2 microgrid with additional critical public site(s) to enable a community microgrid concept. The installed microgrids will allow the two fire stations to operate off-grid in an islanded mode using solar photovoltaic and energy storage systems.

Before the microgrids can be constructed and installed, SVP requires a qualified and experienced contractor to perform a feasibility study and design process. The feasibility study and design shall determine the benefits, risks, and costs, as well as the final specifications and placement of the planned microgrids.

#### DISCUSSION

In July 2020, the City issued a Request for Proposals (RFP) for renewable energy microgrid feasibility study and design services, using the City's e-procurement system. A total of 150 companies viewed the RFP and the City received proposals from seven companies:

- AECOM Technical Services, Inc. (San Jose, CA)
- Black & Veatch Corporation (Overland Park, KS)
- breitGrid (Wilmington, NC)

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- Integral Group, LLC (Oakland, CA)
- Optony, Inc. (Santa Clara, CA)
- P2s, Inc. (Long Beach, CA)
- Willdan Energy Solutions (San Francisco, CA)

The written proposals were evaluated and scored by a three-member evaluation team consisting of staff from SVP and the Santa Clara Fire Department against the criteria and weights published in the RFP. The proposals were evaluated on proposer qualifications and experience; approach to conducting feasibility studies; designing renewable energy microgrids; preparing post-design construction plans; and proposer's approach to innovation and environmental performance. Cost proposals for each proposer were reviewed following the technical evaluation.

Staff recommends award of contract to AECOM Technical Services, Inc. (AECOM) as the most advantageous and best value proposal based upon the final evaluation ranking. Their proposal met or exceeded all of the RFP specifications, and their solution was rated superior in the following key areas:

- Demonstrated experience providing solar photovoltaics (PV) and energy storage system microgrid services to municipal agencies;
- Experience designing the microgrid controller logic and integration architecture to play an integral role in islanding and resynchronization routines, analyzing different operating scenarios based on solar energy output, energy storage status, and grid status, in addition to advanced protection schemes and cybersecurity operations;
- Demonstrated expertise in bidding distributed energy resources and participating in the California Independent System Operator (CAISO) wholesale energy market;
- Proven impact on reducing criteria pollutants and GHG emissions from microgrid operations.

The term of the proposed agreement will be a two-year initial term with two additional one-year options to extend at the discretion of the City. The agreement includes provision of all labor, materials, and technical expertise to provide renewable energy microgrid feasibility study and design services. The proposed agreement also includes a detailed scope of services, and a compensation schedule that includes milestone payments to be made upon acceptance of completed microgrid feasibility study and design tasks.

Additionally, an estimated not-to-exceed amount of \$200,000 is included in the agreement for additional services, such as land surveys, geotechnical studies, or additional microgrid designs.

AECOM's estimated compensation under the agreement is as follows:

Renewable Energy Microgrid Feasibility Study and Services	Design	
Project Buildup and Kickoff Meeting		\$5,410
Two Site Visits		\$9,793
Renewable Energy Microgrid Feasibility Study		\$162,020

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Design of Two Renewable Energy Microgrids	\$84,341
Subtotal	\$261,564
Additional Services	\$200,000
CONTRACT NOT TO EXCEED TOTAL	\$461,564

#### **ENVIRONMENTAL REVIEW**

The action being considered is part of a feasibility study designed to reduce environmental impacts from diesel back-up generators by substituting energy storage as a back-up power source to delay and/or avoid the activation of diesel back-up generators. The project is therefore statutorily exempt under CEQA Guidelines section 15262, Feasibility and Planning studies.

#### FISCAL IMPACT

The agreement has a not-to-exceed amount of \$461,564 for the initial two-year term. Funds are available in the Electric Utility Capital Fund as part of the Electric Department Public Benefits Program in the Renewable Energy Microgrid project, CIP 2446, to support the financing of the Feasibility Study and Design Services.

#### 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 <a href="mailto:clerk@santaclaraca.gov">clerk@santaclaraca.gov</a> <a href="mailto:clerk@santaclaraca.gov">clerk@santaclaraca.gov</a> or at the public information desk at any City of Santa Clara public library.

#### RECOMMENDATION

- 1. Authorize the City Manager to execute an Agreement with AECOM Technical Services, Inc. for renewable energy microgrid feasibility study and design services, for an initial term starting on or about May 1, 2021 and ending on April 30, 2023 for total maximum amount not-to-exceed \$461,564, subject to the annual appropriation of funds; and
- 2. Authorize the City Manager to execute up to two one-year options to extend the term of the Agreement after the initial term, ending April 30, 2025 assuming all options are exercised, subject to the annual appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

1. Agreement for Services

# AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC.

#### **PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and AECOM Technical Services, Inc., a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

#### **RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit 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 - Notice of Exercise of Option to Extend Agreement Form

Exhibit E – Work Authorization Form

Exhibit F – Labor Compliance Addendum

Agreement with AECOM Technical Services, Inc. Rev. 07-01-18

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

#### 2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on May 1, 2021 and expire on April 30, 2023.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through April 30, 2025 ("Option Periods"). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form.

#### 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 AND PAYMENT PROVISIONS." The maximum compensation of this Agreement during the Initial Term is Four Hundred Sixty-One Thousand Five Hundred Sixty-Four Dollars (\$461,564), 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. <u>Termination for Convenience</u>. 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. <u>Termination for Default</u>. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

#### 8. ASSIGNMENT AND SUBCONTRACTING

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

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

#### 9. NO THIRD-PARTY BENEFICIARY

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

#### 10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

#### 11. CONFIDENTIALITY OF MATERIAL

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

#### 12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

#### 13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

#### 14. HOLD HARMLESS/INDEMNIFICATION

- To the extent permitted by law, Contractor agrees to protect, defend, hold Α. harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

#### 15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

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#### 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: Silicon Valley Power 1500 Warburton Avenue Santa Clara, CA 95050

Email: svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and

manager@santaclaraca.gov

And to Contractor addressed as follows:

AECOM Technical Services, Inc. Attention: Robert K. Turley 4 N. Second Street, Suite 675 San Jose. CA 95113

Phone: 408-297-9585

Email: bob.turley@aecom.com

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

#### 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

# 19. CONFLICTS OF INTEREST

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

# 20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

# 21. NO USE OF CITY NAME OR EMBLEM

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

# 22. GOVERNING LAW AND VENUE

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

# 23. SEVERABILITY CLAUSE

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

# 24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

# 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

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

# **CITY OF SANTA CLARA, CALIFORNIA**

a chartered California municipal corporation

Approved as to Form:	Dated:			
BRIAN DOYLE City Attorney	DEANNA J. SA City Manager 1500 Warburto Santa Clara, C Telephone: (40 Fax: (408) 241	on Avenue A 95050 08) 615-2210		
AECOM TECHNICAL SERVICES, INC.  a California corporation				
Dated:				
Title: Principal Place of	Robert K. Turley  Vice President  4 N. Second Street, Suite 675 San Jose, CA 95113			
	bob.turley@aecom.com			
Telephone:	408-297-9585			
Fax:				

"CONTRACTOR"

# AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC. EXHIBIT A SCOPE OF SERVICES

# 1. GENERAL

- **1.1.** Contractor shall provide renewable energy microgrid feasibility study and design services.
- 1.2. The feasibility study and microgrid design shall meet all the latest City and Silicon Valley Power (SVP) standards and requirements, along with the latest Institute of Electrical and Electronics Engineers (IEEE), and industry standards.
- **1.3.** The final microgrid feasibility study and design shall be for the eventual deployment of two (2) renewable energy microgrids.

# 1.4. Microgrid Locations

- **1.4.1.** The first microgrid shall be located at Fire Station #2 (1900 Walsh Avenue, Santa Clara, CA 95050) and may consist of a microgrid integrating multiple mission critical facilities.
- **1.4.2.** The City currently plans to have the second microgrid located at Fire Station #1 (777 Benton Street, Santa Clara, CA 95050). However, due to potential future renovation plans at the station, the second microgrid may be located at another Fire Station.
- **1.4.3.** There is also the possibility of adding multiple co-located public critical facilities.
- **1.5.** City shall provide the following information to Contractor before Contractor begins work.
  - **1.5.1.** As-built drawings/information;
  - **1.5.2.** Utility bills and monthly electronic usage (kWh and kW); and
  - **1.5.3.** Existing equipment cut sheets.

- **1.6.** Contractor may perform the feasibility study and preliminary parts of the microgrid design concurrently. However, the full completion of the microgrid design can only occur after the feasibility study has been completed.
- **1.7.** A subsequent solicitation will be released for the construction and installation of the approved designed microgrids, with the target energization expected in 2022.

# 2. PROJECT KICKOFF MEETING AND PROJECT SCHEDULE

- **2.1.** Upon execution of the Agreement, the City will coordinate with Contractor to set up a project kickoff meeting.
- **2.2.** The purpose of the meeting will be to:
  - 2.2.1. Discuss the project plan;
  - 2.2.2. Schedule site visits; and
  - **2.2.3.** Finalize the project schedule.

# 2.3. Project Schedule

- **2.3.1.** Prior to the kickoff meeting, Contractor shall provide to the City a preliminary project schedule to review.
- **2.3.2.** Contractor and City shall discuss the preliminary project schedule at the kickoff meeting and make any adjustments necessary.
- **2.3.3.** After the kickoff meeting, Contractor shall send a final project schedule to the City for approval. The City shall not unreasonably withhold approval.

# 2.4. Project Completion

- **2.4.1.** Contractor shall submit the completed feasibility study and microgrid design to the City within twelve (12) months after the execution of this Agreement.
- **2.4.2.** Changes or delays that would result in extending the project schedule shall require the execution of an amendment prior to the commencement of work.

# 3. SITE VISITS

**3.1.** Contractor shall make two (2) site visits, to assess electrical infrastructure upgrades, building and land surveying for microgrid installation, sizing of PV and energy storage systems, integration of microgrid, and microgrid controller, and any other information to fulfill project requirements.

- **3.2.** Contractor shall make one site visit during the microgrid feasibility study stage, and the second visit during the microgrid design stage.
- 3.3. Contractor shall visit both planned microgrid locations during each site visit.
- **3.4.** Follow-up site visits can be arranged if necessary.

# 4. RENEWABLE ENERGY MICROGRID FEASIBILITY STUDY

# 4.1. General

- **4.1.1.** Contractor shall conduct a technical and financial feasibility study for the deployment of the two planned renewable energy microgrids, including preliminary microgrid designs.
- **4.1.2.** The feasibility study shall fully describe the electrical loads served by the microgrid when operating in islanded and parallel modes: Peak kW, Average kW, and annual/monthly/weekly kWh.
- **4.1.3.** The feasibility study shall provide hourly load profile of the loads included in the microgrids.
- **4.1.4.** The feasibility study shall provide a written description of the sizing of the loads to be served by the microgrids including a description of any redundancy opportunities (e.g.: n-1) to account for equipment downtime.
- **4.1.5.** The feasibility study shall provide estimation of reduced diesel generation run-times, and reduced greenhouse gas emissions and criteria pollutants.
- **4.1.6.** The feasibility study shall describe how the microgrids can lend themselves towards SVP's portfolio of distributed energy resources aggregated into a virtual power plant (VPP).
- **4.1.7.** The feasibility study shall include a complete electrical infrastructure review, and land and building survey.
- **4.1.8.** The feasibility study shall describe and define all applicable and expected reconfiguration and upgrades including:
  - **4.1.8.1.** Utility interconnection, protection, and safety systems, including microgrid-integrated automatic transfer switch (ATS); and
  - **4.1.8.2.** Other switching systems as required to support stable transitions to and from island-mode operations for the two microgrids.

- **4.1.9.** The feasibility study shall integrate the microgrids with on-site electric vehicle (EV) charging infrastructure to manage microgrid loading, optimize controls to minimize thermal overloading on grid, and maximize renewable energy generation, if applicable.
- **4.1.10.** The feasibility study shall define the sequence of operations (including timing) for each distributed energy resource (DER) and back-up power device that function within the microgrid system to support the building load, during operations as a single system 1) in parallel to the grid, and 2) in island mode.
- **4.1.11.** The feasibility study shall provide an explanation of the mechanisms deployed to improve cybersecurity threats (identify threats, detect and reject cyberattacks automatically, standards) for inverters and power systems.
- 4.1.12. The feasibility study shall include system architecture that integrates microgrid solutions, SVP utility system and customer loads for maximum value in terms of cost, and SVP utility system's reliability and reducing cost. The feasibility study should also include telemetry/communication system to integrate with SVP's system. The economic analysis should be included for the system architecture and its operation.
- **4.1.13.** The feasibility study shall also include a preliminary design and layout for the architecture.
  - **4.1.13.1.** The preliminary microgrid design shall improve the power quality to ensure transition to renewable energy back-up power during unplanned or planned outages.

# 4.2. Distributed Energy Resources Characterization

- **4.2.1.** The feasibility study shall provide the following information regarding DER and thermal generation resources that are part of the microgrids:
  - **4.2.1.1.** Technology Type (PV, energy storage, etc.). If battery storage, include battery chemistry;
  - 4.2.1.2. Rating (kW/kWh/BTU); and
  - **4.2.1.3.** Operating and performance indicators (losses, roundtrip efficiency, degradation, maximum cycles per year and per lifetime, footprint (kWh/sq. ft), energy density, economic life, warranty, and any additional applicable parameters).

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- **4.2.2.** If new DER or other generation resources are part of the microgrids, Contractor shall provide a written description, and design, of the location(s) and space available.
- **4.2.3.** The feasibility study shall describe the adequacy of the DERs to continuously meet electrical and thermal demand in the microgrids. Include performance and operations constraints.
- **4.2.4.** The feasibility study shall describe how resilient the DERs and generation resources will be to the forces of nature (severe weather) that are typical to and pose the highest risk to their operation (e.g. potential fire risk, flooding of low-lying areas, or seismic issues).
- **4.2.5.** The feasibility study shall describe the fuel sources for the DERs, and describe how many hours or days of continuous operation of the microgrids can be achieved with current storage capability. If additional storage is required, Contractor shall provide a written description of the storage needs in the feasibility study.
- **4.2.6.** The feasibility study shall describe the capability of DERs including, but not limited to the following capabilities;
  - **4.2.6.1.** Black start;
  - **4.2.6.2.** Load-following;
  - **4.2.6.3.** Part-load operation:
  - **4.2.6.4.** Maintain voltage;
  - **4.2.6.5.** Maintain frequency;
  - **4.2.6.6.** Capability to ride-through voltage and frequency events in islanded mode, and
  - **4.2.6.7.** Capability to meet SVP's interconnection standards in grid-connected mode.
- **4.2.7.** The feasibility study shall describe how the DERs can participate as dispatchable assets in the California Independent System Operator (CAISO) wholesale electricity market.

# 4.3. Feasibility Study Submittal and Approval

**4.3.1.** The feasibility study shall be completed in three drafts as described below.

**4.3.2.** For each draft, Contractor must receive written approval from the City before moving on to the next draft, or completion.

# 4.3.3. First Draft

- **4.3.3.1.** Contractor shall submit the first draft of the feasibility study to the City via email. The draft feasibility study shall be in Word format. Quantitative data shall be submitted in Excel or CSV format.
- **4.3.3.2.** The City will review the draft feasibility study and provide feedback/comments to Contractor.

# 4.3.4. Second Draft

- **4.3.4.1.** Contractor shall submit the second draft of the feasibility study, incorporating the City's comments, to the City via email. The draft feasibility study shall be in Word format. Quantitative data shall be submitted in Excel or CSV format.
- **4.3.4.2.** The City will review the draft feasibility study and provide final feedback/comments to Contractor.

# 4.3.5. Final Draft

- **4.3.5.1.** Contractor shall submit three (3) hard copies of the final draft of the feasibility study to the City.
- **4.3.5.2.** Contractor shall also email the final draft to the City, in Word and PDF formats. Quantitative data shall be in Excel or CSV format.
- **4.3.5.3.** Feasibility study shall be stamped by a California-licensed professional electrical engineer.

# 5. RENEWABLE ENERGY MICROGRID DESIGN SERVICES

# 5.1. General

- **5.1.1.** Contractor shall provide full designs for two (2) renewable energy microgrids.
- **5.1.2.** The designed microgrids shall:
  - **5.1.2.1.** Demonstrate a low carbon-based microgrid that can operate in parallel with the grid and in an islanded mode;
  - **5.1.2.2.** Reduce standby diesel generation run-times; and

- 5.1.2.3. Implement advanced energy management controller/software, load control for standby power, protection and relay schemes, control and telemetry requirements, address cyber-security threats, dynamically meet energy and capacity requirements, produce loading analysis and demand forecast capability.
- **5.1.3.** The microgrid designs shall be scalable to other critical sites, including but not limited to:
  - **5.1.3.1.** The Santa Clara Police Department;
  - **5.1.3.2.** City emergency shelters;
  - **5.1.3.3.** Critical pumping and electrical equipment; and
  - **5.1.3.4.** Public sites that support the City's most critical assets that cannot experience downtime.
- **5.1.4.** The microgrid designs shall support the City's Climate Action Plan, and reduce particulate matter, and greenhouse gas emissions from the avoided use of emergency back-up diesel generators. The designs shall support SVP's renewable energy, greenhouse gas emissions, and air quality goals.
- **5.2.** The full design of the microgrid systems and subsystems shall be based on SVP's engineering requirements and technical specifications approved by SVP in the feasibility study.
- **5.3.** The designs shall also be based on SVP's engineering requirements, including civil engineering and construction, microgrid energy systems, onsite distribution systems, and interconnection systems.
- **5.4.** The microgrid designs shall include the design and specifications of electrical and structural systems, materials, equipment, fabrication, installation, tests, and standards.
- **5.5.** The microgrid designs shall integrate multiple sources of renewable energy, including solar PV and energy storage across multiple co-located critical sites maximizing renewable energy utilization.
  - **5.5.1.** The designs shall integrate microgrids with existing back-up diesel generators and any load requiring ride-through capability, such as an uninterruptible power system.
- **5.6.** Contractor shall perform a power system analysis. The analysis shall include power flow, short circuit and protection, and coordination. The analysis shall not include transient or dynamic studies.

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- **5.7.** Contractor shall determine a microgrid equipment layout diagram and a one-line diagram of the microgrids, including location of the DERs based upon the load and functionality requirements.
- **5.8.** Contractor shall provide drawings for each discipline required (architectural, structural, electrical, etc.). Additionally, Contractor shall provide:
  - **5.8.1.** Calculations, details, and schedules required for the system design;
  - **5.8.2.** Identification of existing and planned (new) infrastructure that will be part of the microgrids;
  - **5.8.3.** Descriptions and supportive calculations for all power and grounding systems;
  - **5.8.4.** Site plans, elevations, equipment arrangement and detailed drawings; and
  - **5.8.5.** Evaluation of existing switchgear and utility transformers for interconnection compatibility.
- **5.9.** Contractor shall provide a written description of how the microgrids will be interconnected to the grid. The description shall include a detailed discussion on how the design protection system, monitoring system and control system shall meet SVP's standards and requirements for connecting with the SVP grid system and also in islanded mode.
- **5.10.** The designed microgrids shall provide black start capability.

# 5.11. Microgrid Design Submittal and Approval

- **5.11.1.** Contractor shall submit the microgrid designs and supporting engineering documentation to the City for review and approval.
- **5.11.2.** The microgrid designs shall be completed in four drafts, as described below.
- **5.11.3.** For each draft, Contractor must receive written approval from the City before moving on to the next draft, or completion.

### 5.11.4. First Draft

- **5.11.4.1.** Contractor shall submit the first draft of the microgrid designs to the City electronically. Large files shall be uploaded onto e-Builder.
- **5.11.4.2.** The City will review the draft microgrid designs and provide feedback/comments to Contractor.

# 5.11.5. Second Draft

- **5.11.5.1.** Contractor shall submit the second draft of the microgrid designs, incorporating the City's comments, to the City electronically. Large files shall be uploaded onto e-Builder.
- **5.11.5.2.** The City will review the draft microgrid designs and provide final feedback/comments to Contractor.

# 5.11.6. Third Draft

- **5.11.6.1.** Contractor shall submit the third draft of the microgrid designs, incorporating the City's comments, to the City electronically. Large files shall be uploaded onto e-Builder.
- **5.11.6.2.** The City will review the draft microgrid designs and provide final feedback/comments to Contractor.

# 5.11.7. Final Draft

- **5.11.7.1.** Contractor shall submit three (3) hard copies of the final draft of the microgrid designs to the City.
- **5.11.7.2.** Contractor shall also submit the final draft electronically to the City in the requested format.
- **5.11.7.3.** Drawings shall be stamped by a California-licensed professional electrical engineer.

# 6. ADDITIONAL SERVICES

- **6.1.** Contractor may be required to provide additional renewable energy microgrid feasibility study and/or design services.
- **6.2.** In the event additional services are required, the City shall request a quote from Contractor.
- **6.3.** Contractor shall provide a quote for the requested service(s). The quote shall include a description of the required service(s) (scope of work); the estimated number of hours required to complete the work; the expected staff; and the estimated cost of the work
- **6.4.** City shall review the submitted quote. At no time shall services begin until City approves the submitted quote.
- **6.5.** Additional services shall include, but be limited to, the following.
  - **6.5.1.** Construction Support Services, to include:

- **6.5.1.1.** Attending site meetings with the Contractor to review the progress of the work and to resolve construction issues;
- **6.5.1.2.** Reviewing equipment shop drawings for the equipment;
- **6.5.1.3.** Reviewing shop drawings for Contractor-furnished materials and equipment;
- **6.5.1.4.** Responding to Contractor's Request for Information (RFI's) and issuing field change notices as required;
- **6.5.1.5.** Providing record drawing services at the end of the project to conform construction drawings to the Contractor's marked up record drawing set;
- **6.5.1.6.** Performing inspection of the construction as necessary to ensure the installation per contract drawings and specifications; and
- **6.5.1.7.** Coordinating with SVP and Fire Stations to resolve field issues during construction.
- **6.5.2.** Microgrid studies for additional sites;
- **6.5.3.** Microgrid design services for additional sites;
- **6.5.4.** Geotechnical Studies for existing and additional sites, if necessary; and
- **6.5.5.** Land and building surveys for existing and additional sites, if necessary.

# 6.6. Work Authorization Form

- **6.6.1.** Additional services shall require a Work Authorization Form (Exhibit E) to be completed and approved in writing before work may begin.
- **6.6.2.** At no time shall Contractor begin work until the Work Authorization Form has been approved by the City.
- **6.6.3.** The Work Authorization Form may only be authorized, in writing, by an Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer.

# 6.7. Prevailing Wage Requirements

**6.7.1.** Any additional services subject to prevailing wage requirements shall be performed in accordance with California Labor Code section 1720 et seq and Exhibit F - Labor Compliance Addendum.

**6.7.2.** Contractor, and any subcontractors, shall be registered with the State of California Department of Industrial Relations, as required, prior to the commencement of applicable work.

# 7. SUBCONTRACTORS

- **7.1.** The City has authorized Contractor to subcontract with the following vendors.
  - **7.1.1.** Energeia USA for wholesale market analysis;
  - **7.1.2.** Fastgrid for assistance with the design of the microgrid; and
  - **7.1.3.** Schweitzer Engineering Laboratories for power quality and cyber security services.

# 7.2. Replacing Subcontractors

- **7.2.1.** Either City or Contractor may request replace a subcontractor assigned to this project.
- **7.2.2.** When a request to replace a subcontractor is made, Contractor shall propose a replacement subcontractor and provide to the City the proposed subcontractor's qualifications to review.
- **7.2.3.** City shall review the proposed subcontractor's qualifications and provide approval.
- **7.2.4.** Contractor shall not replace subcontractor(s) before receiving City approval.
- **7.2.5.** The City will not unreasonably withhold approval.

Agreement with AECOM Technical Services, Inc. Exhibit A Rev. 07-01-18

# AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC. EXHIBIT B SCHEDULE OF FEES AND PAYMENT PROVISIONS

# 1. Maximum Compensation

- **1.1.** The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed Four Hundred Sixty-One Thousand Five Hundred Sixty-Four Dollars (\$461,564).
- **1.2.** Any work requested by the City that exceeds the Maximum Compensation within shall require the execution of an amendment to this Agreement prior to the commencement of the work.

# 2. Payment Schedule

2.1. City shall pay Contractor for completed microgrid feasibility study and design tasks as set forth in the Scope of Services (Exhibit A) at the fixed rates listed in Table B1- Payment Schedule below.

Table B1 - Payment Schedule

Task (Milestone)	Deliverable	Cost
1	Project Kickoff Meeting	\$5,410
2	Two Site Visits	\$9,793
3	Microgrid Feasibility Study- First Draft	\$113,414
4	Microgrid Feasibility Study- Second Draft	\$24,303
5	Microgrid Feasibility Study- Final Draft	\$24,303
6	Renewable Energy Microgrid Designs- First Draft	\$29,520
7	Renewable Energy Microgrid Designs- Second Draft	\$29,519
8	Renewable Energy Microgrid Designs- Third Draft	\$12,651
9	Renewable Energy Microgrid Designs- Final Draft	\$12,651
GRAND TOTAL		

Agreement with AECOM Technical Services, Inc./Exhibit B Rev. 07-01-18

# 3. Additional Services

- **3.1.** The maximum compensation includes a contingency for additional services, as required by the City. In the event the City requires additional services, Contractor shall provide a written quotation, at no cost to the City, for the type of service(s) requested, and the estimated cost.
- **3.2.** Contractor shall not perform any additional services without receiving written approval from the City.
- **3.3.** City shall pay Consultant for completed additional services at the hourly rates listed in Table B2- Hourly Rates below.
- **3.4.** The total compensation paid to Contractor for additional services shall not exceed \$200,000.

Position Hourly Rate

Project Manager/Principal in Charge \$260/Hour

Lead Electrical Engineer \$255/Hour

Energy Storage Lead \$250/Hour

Microgrid Solution Architect \$218/Hour

Electrical Engineer \$155/Hour

Project Controls \$91/Hour

Table B2 – Hourly Rates

# 4. Invoicing

Contractor shall submit an invoice to the City upon successful completion of each milestone listed in Table B1 above. Each invoice shall include a description of the task(s) performed as well as the price for each task.

- **4.1.1.** Contractor may submit monthly invoices for milestone tasks that are scheduled to take longer than one month.
- **4.1.2.** Monthly invoices shall include a description of the task(s) performed, and percentage of the work completed.

# 4.2. Additional Services

**4.2.1.** Contractor shall submit invoices for completed additional services in accordance with Section 4.1 above.

- **4.3.** If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.
- **4.4.** For tasks that are subject to California Labor Code section 1720 et seq, Contractor will be required to submit their certified payroll using LCP Tracker, the City's certified payroll tracking system in advance of City's approval of invoice for payment.

# 4.5. Payment to Contractor

- **4.5.1.** The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- **4.5.2.** If there are no discrepancies or deficiencies in the submitted invoice, and Contractor has submitted all required Certified Payroll (where applicable), City shall process the invoice for payment.

# 5. Reimbursable Expenses

- **5.1.** City-requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost.
- **5.2.** Travel and Per Diem:
  - **5.2.1.** Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA):
    - https://www.gsa.gov/travel-resources
  - **5.2.2.** Mileage. Personal automobile travel from portal to portal or between locations will be charged at IRS mileage rates per mile in place at the time of travel.
  - **5.2.3.** Airfare or Rental Car, if required, shall be at economy class.
  - **5.2.4.** Travel Expenses. All travel expenses such as, but not limited to, airfare, car rental, taxi, lodging, parking, tolls, meals and incidental expenses will be invoiced at cost, with receipts provided for any expenses.

# AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC. 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

 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.

Agreement with AECOM Technical Services, Inc./Exhibit C Rev. 07-01-18

# 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.

- 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.

# 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.

Agreement with AECOM Technical Services, Inc./Exhibit C Rev. 07-01-18

# 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 P.O. Box 100085 – S2 Duluth, GA 30096

or 1 Ebix Way John's Creek, GA 30097

Telephone number: 951-766-2280 Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

# QUALIFYING INSURERS

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

# AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC.

# EXHIBIT D NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITL	.E:						
CONTRACTOR:							
DATE:							
(Date the notice is se	ent must	be consister	nt with the ti	me for exerc	ise set forth	in Agreeme	nt.)
Pursuant to Section exercises its option to		•			•	Clara hereb	у
OPTION NO.	#	‡ of #					
NEW OPTION TERM	Л						
Begin date:							
End date:							
☐ CHANGES IN RATE OF COMPENSATION							
Percentage change in CPI upon which adjustment is based:							
Pursuant to Section general follows:  (use attachment if new		_	t the rates o	f compensa	tion are here	eby adjusted	as

MAXIMUM COMPENSATION for New Op	tion Tern	1:	
For the option term exercised by this Notice the amount set forth above for Contractor's undersigned signing on behalf of the City of appropriation is available for the term exerciof the date of this signature.	services a Santa Cla	nd reimburs ara hereby c	able expenses, if any. The ertifies that an unexpended
Approved as to Form:	Dated:		
BRIAN DOYLE City Attorney		City Manag 1500 Warb Santa Clar	urton Avenue a, CA 95050 : (408) 615-2210

# AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND ENERGY PROJECT SOLUTIONS, LLC EXHIBIT E WORK AUTHORIZATION FORM

This Work Authorization Form is issued by the City of Santa Clara acting by and through its **Electric Utility, Silicon Valley Power** (the "Department") to the contractor listed below. This Work Authorization Form shall constitute a binding legal contract between the Department and Contractor pursuant to the terms of the Agreement referenced in this Authorization. All services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between this Work Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

# **PART A: GENERAL INFORMATION**

Work Order No.:			☐ Original ☐ First Revised	
Contract No.			Second Revised Other	
Contractor Name/Address:				
Agreement Name:				
Expiration Date of Agreement:				
Contractor's Project Manager:	1	Name:	Email:	
City's Project Manager	1	Vame:	Email:	
Period of Performance for this Work Order:	Start Date:		Expected Completion Date:	
Maximum Work Order Compensation	tion:			
Previously Committed Contingence	y Funds			
Available Contingency Funds				
Sufficient funds are available in Fu	ınd #:			
(to be completed by City)				
Contractor Name [Print]:				
Contractor Signature			Date	
City Project Manager (Print):				
City Project Manager Signature			Date	
Authorized City Representative Name [Print]*:				
Authorized City Representative Signature		Date		
* Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility				
Operating Officer, Chief Electric U	Operating Officer, Chief Electric Utility Officer			

# PART B: SERVICES TO BE PERFORMED 1. REVISED WORK ORDER ☐ No If yes, provide a brief description of the change(s). 2. SCOPE OF WORK TO BE PERFORMED The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.) 3. COMPENSATION a. Basis of Compensation: Time & Materials Fixed Fee b. Reimbursable Expenses: No expenses are reimbursable. Expenses are separately reimbursable in the maximum amount of: c. Payment Schedule: d. Payment Terms. Provide payment terms below or attach as a separate file.

Agreement with AECOM Technical Services, Inc./Exhibit E Rev. 07-01-18

# AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND AECOM TECHNICAL SERVICES, INC. EXHIBIT F LABOR COMPLIANCE ADDENDUM

Agreement Name:	
CONTRACTOR (Supplier) Name and Address	

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

# A. PREVAILING WAGE REQUIREMENTS

- Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
- 2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
- 3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

- 4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
- 5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
- 7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

- 10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
- 11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

# **B. AUDIT RIGHTS**

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

# C. ENFORCEMENT

- 1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
- 2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
- 3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

Agreement with AECOM Technical Services, Inc./Exhibit F Rev. 07-01-18

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	Contractor (Supplier)		
Ву	Ву		
Name:	Name:		
Title:	Title:		
Date:	Date:		



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

# Agenda Report

21-628 Agenda Date: 5/4/2021

# REPORT TO COUNCIL

# SUBJECT

Actions to Approve a New Class Specification Titled Assistant Director of Community Development (Job Code 038) and Adopt a Resolution Approving and Adopting the Updated Unclassified Salary Plan

# COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

# **BACKGROUND**

Sections 4 and 6 of the Personnel and Salary Resolution require City Council approval of new job classifications. Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for unclassified positions. California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules by the governing body. The proposed Council action satisfies these applicable requirements.

New Class Specification: Assistant Director of Community Development (Job Code 038)

The Administration recommends the creation of a new class specification titled Assistant Director of Community Development (Job Code 038) to meet the structural and increasing needs of the Community Development Department.

# Approval and Adoption of the Unclassified Salary Plan

The City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified or unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5.

The Unclassified Salary Plan has been updated to reflect the new classification of Assistant Director of Community Development (Job Code 038). These proposed updates to the Unclassified Salary Plan are recommended to be effective May 16, 2021.

# **DISCUSSION**

Creation of the Assistant Director of Community Development (Job Code 038) Class Specification

The Human Resources Department coordinated with the Community Development Department to create a new classification titled Assistant Director of Community Development (Job Code 038). This

21-628 Agenda Date: 5/4/2021

classification serves as second in command to the Director of Community Development and may serve in their absence. This classification has been created to add an additional layer of management to assist with setting the strategic goals and priorities for the Department and will have responsibility for multiple projects across divisions.

Assistant Director of Community Development (Job Code 038) - with an annual salary range of approximately \$188,462.00 - \$245,000.00. This classification is responsible for performing a wide range of complex administrative functions in the Department. The Assistant Director acts as Director in the Director's absence, and assists in the overall management of the Department, including assistance with oversight of planning and building permitting, interaction with the City Council, development of support systems including technology, and leadership of high-profile special projects.

# Approval and Adoption of the Unclassified Salary Plan

The Unclassified Salary Plan is recommended to be modified to:

Create the Assistant Director of Community Development (Job Code 038) classification - with an annual salary range of approximately \$188,462.00 - \$245,000.00

# **ENVIRONMENTAL REVIEW**

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

# FISCAL IMPACT

The addition of an Assistant Director position is estimated to cost \$321,000. If approved, Development Enterprise Funds will be used to support the creation of this position and reallocate funding from existing Community Development Department management staff with no impact to the General Fund. If this action is approved by the City Council, the fiscal impact, and addition of the Assistant Director position will be reflected in the final actions to adopt the FY 2021/22 Operating Budget, scheduled to be heard on June 22, 2021.

# COORDINATION

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

# PUBLIC CONTACT

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

# RECOMMENDATION

1. Approve the creation of the Assistant Director of Community Development (Job Code 038) Class Specification; and

21-628 Agenda Date: 5/4/2021

2. Adopt a Resolution to approve the revised unclassified salary plan to satisfy the requirements of California Code of Regulations Section 570.5.

Reviewed by: Aracely Azevedo, Director, Human Resources

Approved by: Deanna J. Santana, City Manager

# **ATTACHMENTS**

- 1. Assistant Director of Community Development (Job Code 038) Class Specification
- 2. Unclassified Elected Salary Plan (Effective 2021-05-16) and Approved 2021-05-04
- 3. Resolution

# CITY OF SANTA CLARA, CALIFORNIA CLASS SPECIFICATION

# TITLE: ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT (038)

DEPARTMENT	ACCOUNTABLE TO	FLSA STATUS
Community Development	Director of Community	Exempt
	Development	

# **CLASS SUMMARY**

This is a managerial position in the unclassified service responsible for performing a wide range of administrative functions in the Department of Community Development. The Assistant Director acts as Director in the Director's absence, and assists in the overall management of the Department, including assistance with oversight of planning and building permitting, interaction with the City Council, development of support systems including technology, and leadership of high-profile special projects.

As a member of the City's unclassified service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

# MINIMUM QUALIFICATIONS

# **EDUCATION AND EXPERIENCE**

- Graduation from an accredited college or university with a Master's degree in City Planning, Architecture, Engineering or a related field; AND
- Six (6) years of professional planning experience, including increasingly responsible experience performing varied and complex planning work, three (3) years of which have been in a management or supervisory capacity.

# ACCEPTABLE SUBSTITUTION

• Additional years of experience may be substituted on a year for year basis for the Master's degree up to two (2) years. A Bachelor's degree from an accredited college or university in City Planning, Architecture, Engineering or related field is required.

# LICENSES/CERTIFICATIONS

• None.

# DESIRABLE QUALIFICATIONS

- Experience with computer software programs commonly used by the City and by the Planning & Inspection Department such as Microsoft Word, Excel, permitting software and Geographic Information System (GIS) is highly desirable.
- Possession of an AICP (American Institute of Certified Planners) Certification is desirable.
- Possession of a Professional Engineering license is desirable.
- Public sector experience is preferred.

# **ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT (038)**

# **DISTINGUISHING CHARACTERISTICS**

This is a management position in which the incumbent operates within a broad range of independence, following general guidelines or professional standards in accomplishing assignments. Assignments are broad in scope and carried out with a significant degree of latitude and independence. This position is distinguished from the higher-level Director of Community Development in that the latter has overall department-wide authority and responsibility. This classification is distinguished from the Planning Manager and Building Official management level classifications, in that the Assistant Director assumes responsibility for projects in multiple divisions and may act as the Director of Community Development in their absence.

# **TYPICAL DUTIES**

Duties may include, but are not limited to, the following:

# Under general direction:

- Provides support in planning, organizing, assessing, and formulating strategic department goals and objectives;
- Assists in directing the activities of an assigned division or work group which includes the development of policies and procedures and recommends modifications to existing policies and the establishment of new policies;
- Participates in and develops the department's budget, allocates resources, monitors revenues and approves expenditures in accordance with policies and principles;
- Provides complex administrative and professional support to the Director and may serve in their absence;
- Reviews, analyzes, and advises staff on interpretations of the Zoning Ordinance, General Plan, Specific Plan, Municipal Code, State Planning Law, California Environmental Quality Act (CEQA), and other regulatory standards;
- Negotiates and coordinates complex agreements in coordination with the City Attorney's Office;
- Reviews and evaluates Requests for Proposals, develops and administers consultant contracts and reviews and approves contract amendments;
- Develop and implement long range planning programs;
- Manages staff to include prioritizing and assigning work, maintaining and implementing performance measures, conducting performance evaluations, ensuring staff is trained, and making hiring, termination and disciplinary recommendations;
- Administers the monitoring process of service contracts, evaluates services performed and costs for services obtained through outside contractors and vendors;
- Represents the department and/or the City to the public, other agencies, committees/commissions, including conducting public meetings, making presentations, and responding to requests for information;
- Develops, maintains, and fosters an effective working relationship with related public, private, and community organizations, granting agencies, and other related outreach services;
- Responds to and resolves sensitive and/or the complex questions or concerns from the general public, partners, the business community, and staff;
- Prepares comprehensive reports and presents a variety of reports regarding building,

# **ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT (038)**

- zoning, and code issues;
- Prepares grant funding applications for state, federal, and private foundation grant programs as well as overseeing grant administration;
- Makes presentations to the City Council and represents the Department and makes oral presentations at meetings, inter-agency meetings, conferences and other events;
- May manage one or more divisions within the department;
- Perform other related duties as assigned.

# **KNOWLEDGE, SKILLS, & ABILITIES**

# Knowledge of:

- Principles and practices of effective leadership and management techniques;
- Principles and practices of planning, zoning, building codes, housing, grants, and development functions in the public sector,
- Principles and practice of laws surrounding development in the State of California;
- Functions and political sensitivities of external agencies, internal committees and commissions;
- Negotiation and mediation techniques;
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs;
- Budget preparation in the public sector;
- Practices of contract administration and personnel management;
- Pertinent Federal, State, and local laws, regulations, codes, ordinances and policies applicable to community development operations and activities.

# Skill in:

- Analyzing technical and administrative information, identifying solutions, and taking or recommending appropriate actions; and
- Public speaking and ability to communicate effectively through written and oral communications.

# Ability to:

- Identify and respond to community and City Council issues, concerns and needs;
- Make presentations and write reports to the City Council and Commissions on a regular basis:
- Facilitate public meetings, workshops and negotiations;
- Participate in a collaborative and positive manner with internal and external stakeholders;
- Understand, interpret and explain codes, regulations and policies;
- Provide vision and set operational goals to achieve this vision; deal constructively with
  conflict and develop solutions; learn quickly and think strategically; generate options and
  make recommendations; take responsibility; set priorities and multi-task; determine when
  to seek assistance, refer, inform or escalate a problem; be innovative and willing to take
  initiative.

# **ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT (038)**

# **SUPERVISION RECEIVED**

Works under the general direction of the Director of Community Development or another manager as assigned.

# **SUPERVISION EXERCISED**

Manage professional, technical, and administrative support staff, and consultants in the completion of assigned duties.

# **CONFLICT OF INTEREST**

If applicable add: Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager's Directive 100.

# **CLASSIFICATION HISTORY**

Created 04/2021

			Minimum Salary				Maximum Salary						
Job Title	Job Cod	de Union Code	Hourly		Monthly		Annual	Hourly		Monthly		Annual	
ACCOUNTING DIVISION MANAGER	109	9	\$ 74.267308	\$	12,873.00	\$	154,476.00	\$ 96.109615	\$	16,659.00	\$	199,908.00	
ASST BUILDING OFFICIAL	222	9	\$ 79.159615	\$	13,721.00	\$	164,652.00	\$ 102.450000	\$	17,758.00	\$	213,096.00	
ASST CITY ATTORNEY	015	9	\$ 92.001923	\$	15,947.00	\$	191,364.00	\$ 119.065385	\$	20,638.00	\$	247,656.00	
ASST CITY CLERK	010	9	\$ 61.534615	\$	10,666.00	\$	127,992.00	\$ 79.632692	\$	13,803.00	\$	165,636.00	
ASST CITY LIBRARIAN	012	9	\$ 80.163462	\$	13,895.00	\$	166,740.00	\$ 103.742308	\$	17,982.00	\$	215,784.00	
ASST CITY MANAGER	016	9	\$ 124.661538	\$	21,608.00	\$	259,296.00	\$ 161.319231	\$	27,962.00	\$	335,544.00	
ASST DIR OF COMMUNITY DEV	038	9	\$ 90.606731	\$	15,705.17	\$	188,462.00	\$ 117.788462	\$	20,416.67	\$	245,000.00	
ASST DIR OF ELECTRIC UTIL	021	9	\$ 108.605769	\$	18,825.00	\$	225,900.00	\$ 140.550000	\$	24,362.00	\$	292,344.00	
ASST DIR OF FINANCE	022	9	\$ 86.434615	\$	14,982.00	\$	179,784.00	\$ 111.859615	\$	19,389.00	\$	232,668.00	
ASST DIR OF HUMAN RESOURCES	018	9	\$ 86.434615	\$	14,982.00	\$	179,784.00	\$ 111.859615	\$	19,389.00	\$	232,668.00	
ASST DIR OF PUB WORKS/CITY ENG	071	9	\$ 95.319231	\$	16,522.00	\$	198,264.00	\$ 123.357692	\$	21,382.00	\$	256,584.00	
ASST DIR OF WATER & SEWER UTIL	014	9	\$ 85.551923	\$	14,829.00	\$	177,948.00	\$ 110.723077	\$	19,192.00	\$	230,304.00	
ASST FIRE CHIEF	024	9B	\$ 130.548635	\$	22,628.43	\$	271,541.16	\$ 168.953885	\$	29,285.34	\$	351,424.08	
ASST FIRE MARSHAL	026	9B	\$ 100.129788	\$	17,355.83	\$	208,269.96	\$ 129.579692	\$	22,460.48	\$	269,525.76	
ASST POLICE CHIEF	027	9A	\$ 135.183519	\$	23,431.81	\$	281,181.72	\$ 174.940904	\$	30,323.09	\$	363,877.08	
ASST TO THE CITY MANAGER	028	9	\$ 84.496154	\$	14,646.00	\$	175,752.00	\$ 109.344231	\$	18,953.00	\$	227,436.00	
AUDIT MANAGER	201	9	\$ 71.498077	\$	12,393.00	\$	148,716.00	\$ 92.526923	\$	16,038.00	\$	192,456.00	
BATTALION CHIEF	036	9B	\$ 107.875385	\$	18,698.40	\$	224,380.80	\$ 139.592654	\$	24,196.06	\$	290,352.72	
BATTALION CHIEF 24 HRS	036S	9B	\$ 73.385069	\$	17,808.11	\$	213,697.32	\$ 94.963599	\$	23,044.50	\$	276,534.00	
BUDGET & TREASURY DIVISION MGR	113	9	\$ 74.267308	\$	12,873.00	\$	154,476.00	\$ 96.109615	\$	16,659.00	\$	199,908.00	
BUILDING MAINTENANCE MANAGER	041	9	\$ 65.769231	\$	11,400.00	\$	136,800.00	\$ 85.113462	\$	14,753.00	\$	177,036.00	
BUILDING OFFICIAL	042	9	\$ 87.080769	\$	15,094.00	\$	181,128.00	\$ 112.690385	\$	19,533.00	\$	234,396.00	
CEMETERY OPERATIONS MANAGER	045	9	\$ 52.592308	\$	9,116.00	\$	109,392.00	\$ 68.059615	\$	11,797.00	\$	141,564.00	
CHIEF ASSISTANT CITY ATTORNEY	037	9	\$ 105.801923	\$	18,339.00	\$	220,068.00	\$ 136.925192	\$	23,733.70	\$	284,804.40	
CHIEF ELECTRIC UTILITY OFFICER	108	9	\$ 143.365385	\$	24,850.00	\$	298,200.00	\$ 185.526923	\$	32,158.00	\$	385,896.00	
CHIEF OPERATING OFFICER	311	9	\$ 143.365385	\$	24,850.00	\$	298,200.00	\$ 185.526923	\$	32,158.00	\$	385,896.00	
CITY ATTORNEY	060	9	\$ 159.998077	\$	27,733.00	\$	332,796.00	\$ 159.998077	\$	27,733.00	\$	332,796.00	
CITY CLERK	063	Elected							\$	1,500.00	\$	18,000.00	
CITY COUNCIL MEMBER	CNCL	Elected							\$	2,000.00	\$	24,000.00	
CITY LIBRARIAN	066	9	\$ 100.194231	\$	17,367.00	\$	208,404.00	\$ 129.663462	\$	22,475.00	\$	269,700.00	

**Minimum Salary Maximum Salary** Job Code Union Code Job Title Hourly Monthly Annual Hourly Monthly Annual CITY MANAGER 069 9 215.621077 \$ 37,374.32 \$ 448.491.84 9 \$ **COMMUNICATIONS & OUTREACH MGR** 083 59.705769 \$ 10,349.00 \$ 124,188.00 \$ 77.261538 \$ 13,392.00 \$ 160,704.00 9 \$ COMMUNICATIONS OPERATIONS MGR 068 67.655769 \$ 11.727.00 \$ 140.724.00 \$ 87.553846 \$ 15.176.00 \$ 182.112.00 9 \$ COMPLIANCE MANAGER 081 60.646154 \$ 10.512.00 \$ 126.144.00 78.478846 \$ 13.603.00 \$ 163.236.00 CONTRACTS MANAGER 342 9 \$ 66.853846 \$ 11.588.00 \$ 139.056.00 \$ 86.509615 \$ 14.995.00 \$ 179.940.00 **DEPUTY CITY ATTORNEY I** 170 9 \$ 57.496154 \$ 9,966.00 \$ 119,592.00 \$ 74.405769 \$ 12,897.00 \$ 154,764.00 9 \$ **DEPUTY CITY ATTORNEY II** 139.524.00 172 67.078846 \$ 11.627.00 \$ \$ 86.809615 \$ 15.047.00 \$ 180.564.00 DEPUTY CITY CLERK 178 9 \$ 51.784615 \$ 8.976.00 \$ 107,712.00 \$ 67.021154 \$ 11.617.00 \$ 139.404.00 **DEPUTY CITY MANAGER** 079 9 \$ 193,332.00 \$ 120.276923 \$ 250,176.00 92.948077 \$ 16,111.00 \$ 20,848.00 \$ 080 9B \$ DEPUTY FIRE CHIEF 118.680000 \$ 20,571.20 \$ 246,854.40 \$ 153.595615 \$ 26,623.24 \$ 319,478.88 \$ **DEPUTY PARKS & REC DIRECTOR** 9 75.109615 \$ 13,019.00 \$ 156,228.00 \$ 97.200000 \$ 16,848.00 \$ 202,176.00 175 9 \$ DEPUTY PUBLIC WORKS DIRECTOR 176 75.242308 \$ 13,042.00 \$ 156,504.00 97.373077 \$ 16,878.00 \$ 202,536.00 DEVELOPMENT REVIEW OFFICER 144 9 \$ 72.790385 \$ 12,617.00 \$ 151,404.00 \$ 94.200000 \$ 16,328.00 \$ 195,936.00 9 \$ DIRECTOR OF COMMUNITY DEVELOPM 090 110.151923 \$ 19,093.00 \$ 229,116.00 142.551923 \$ 24,709.00 \$ 296,508.00 9 \$ DIRECTOR OF FINANCE 087 109.932692 \$ 19,055.00 \$ 228,660.00 \$ 142.263462 \$ 24,659.00 \$ 295,908.00 \$ DIRECTOR OF HUMAN RESOURCES 9 101.342308 \$ 210,792.00 131.146154 \$ 272,784.00 088 17,566.00 \$ 22,732.00 \$ 9 \$ DIRECTOR OF INF TECHNOLOGY/CIO 089 104.573077 \$ 18,126.00 \$ 217,512.00 \$ 135.334615 \$ 23,458.00 \$ 281,496.00 DIRECTOR OF PUBLIC WORKS 091 9 \$ 116.515385 \$ 20,196.00 \$ 242,352.00 \$ 150.784615 \$ 26,136.00 \$ 313,632.00 9 \$ DIRECTOR OF WTR & SEWER UTILS 102 105.605769 \$ 18,305.00 \$ 219,660.00 136.661538 \$ 23,688.00 \$ 284,256.00 9 \$ 104Q 241,608.00 **ELEC DIV MGR - ENGINEERING** 89.751923 \$ 15,557.00 \$ 186,684.00 116.157692 \$ 20,134.00 \$ 9 \$ **ELEC DIV MGR - GENERATION** 104R 89.751923 \$ 186,684.00 \$ 116.157692 \$ 20,134.00 \$ 241,608.00 15,557.00 \$ 9 \$ **ELEC DIV MGR - OPERATIONS** 104P 89.751923 \$ 15,557.00 \$ 186,684.00 116.157692 \$ 20,134.00 \$ 241,608.00 9 \$ **ELEC DIV MGR - SUBSTATIONS** 104M 89.751923 \$ 15,557.00 \$ 186.684.00 116.157692 \$ 20,134.00 \$ 241,608.00 ELEC DIV MGR - TRANSM, DISTRIB 104S 9 \$ 89.751923 \$ 186,684.00 116.157692 \$ 241,608.00 15,557.00 \$ 20,134.00 \$ ELEC DIV MGR-MKT A & P 107F 9 \$ 89.751923 \$ 15,557.00 \$ 186.684.00 \$ 116.157692 \$ 20.134.00 \$ 241.608.00 ELEC DIVISION MANAGER 104 9 \$ 89.751923 \$ 15.557.00 \$ 186.684.00 \$ 116.157692 \$ 20.134.00 \$ 241.608.00 9 \$ ELEC PROGRAM MANAGER 424 78.051923 \$ 13.529.00 \$ 162.348.00 101.001923 \$ 17.507.00 \$ 210.084.00 9 \$ 248.496.00 321.588.00 ELEC UTIL CHIEF OPER OFFICER 116 119.469231 \$ 20.708.00 \$ 154.609615 \$ 26.799.00 \$ 9 \$ 69.900000 \$ 697 145.392.00 188.160.00 ELEC UTIL RISK CONTROL ANALYST 12.116.00 \$ \$ 90.461538 \$ 15.680.00 \$ 9 \$ 122,088.00 \$ EMERGENCY SERVICES COORDINATOR 106 58.696154 \$ 10.174.00 \$ 75.963462 \$ 13.167.00 \$ 158.004.00

**Minimum Salary Maximum Salary** Job Code Union Code Job Title Hourly Monthly Annual Hourly Monthly Annual **ENVIRONMENTAL PROGRAMS MGR** 9 \$ 60.646154 \$ 126,144.00 78.478846 \$ 163,236.00 461 10,512.00 \$ 13,603.00 \$ \$ \$ **EXECUTIVE ASSISTANT** 187 9 51.005769 \$ 8,841.00 \$ 106,092.00 66.005769 \$ 11,441.00 \$ 137,292.00 \$ FIRE CHIEF 117 9B 141 980308 \$ 24.609.92 \$ 295.319.04 183.729577 \$ 31.846.46 \$ 382.157.52 FIRE MARSHAL 120 9B \$ 107.875385 \$ 139.592654 \$ 18.698.40 \$ 224.380.80 24.196.06 \$ 290.352.72 FLEET MANAGER 034 9 \$ 62.665385 \$ 10.862.00 \$ 130.344.00 \$ 81.092308 \$ 14,056.00 \$ 168.672.00 HOUSING & COMM SVC DIV MGR 075 9 \$ 75.305769 \$ 13,053.00 \$ 156,636.00 \$ 97.459615 \$ 16,893.00 \$ 202,716.00 9 \$ HOUSING DEVELOPMENT OFFICER 749 59.140385 \$ 10.251.00 \$ 123.012.00 \$ 76.534615 \$ 13.266.00 \$ 159.192.00 HUMAN RESOURCES DIV MGR 139 9 \$ 74.267308 \$ 12.873.00 \$ 154,476.00 \$ 96.109615 \$ 16.659.00 \$ 199.908.00 INFORMATION TECHNOLOGY SVC MGR 9 \$ 69.703846 \$ 144,984.00 187,608.00 112 12,082.00 \$ \$ 90.196154 \$ 15,634.00 \$ 9 \$ INSPECTION MANAGER 134 74.590385 \$ 12,929.00 \$ 155,148.00 96.536538 \$ 16,733.00 \$ 200,796.00 \$ LEGAL EXECUTIVE ASSISTANT 9 51.005769 \$ 8,841.00 \$ 106,092.00 \$ 66.005769 \$ 11,441.00 \$ 137,292.00 185 9 \$ LIBRARY DIV MGR -SUPPORT SVCS 127G 62.619231 \$ 10,854.00 \$ 130,248.00 81.046154 \$ 14,048.00 \$ 168,576.00 MANAGEMENT ANALYST 800 9 \$ 51.784615 \$ 8,976.00 \$ 107,712.00 \$ 67.021154 \$ 11,617.00 \$ 139,404.00 **MAYOR MAYOR** Elected \$ 2,500.00 \$ 30,000.00 9 \$ \$ MUNICIPAL SERVICES DIV MGR 110 74.267308 \$ 12,873.00 \$ 154,476.00 96.109615 \$ 16,659.00 \$ 199,908.00 \$ PARK MAINT & OPERATIONS SUPERV 9 61.898077 \$ 10,729.00 \$ 128,748.00 80.094231 \$ 166,596.00 131 13,883.00 \$ \$ PARKS & RECREATION DIRECTOR 132 9 102.109615 \$ 17,699.00 \$ 212,388.00 \$ 132.132692 \$ 22,903.00 \$ 274,836.00 PARKS CONST, MTC & REPAIR MGR 130 9 \$ 61.898077 \$ 10,729.00 \$ 128,748.00 \$ 80.094231 \$ 13,883.00 \$ 166,596.00 9 \$ PERFORMANCE AUDITOR I 203 43.153846 \$ 7,480.00 \$ 89,760.00 \$ 55.850962 \$ 9,680.83 \$ 116,170.00 9 \$ PERFORMANCE AUDITOR II 204 107,712.00 \$ 139,404.00 51.784615 \$ 8,976.00 \$ 67.021154 \$ 11,617.00 \$ 9 \$ PLAN REVIEW MANAGER 629 75.392308 \$ 13,068.00 \$ 156,816.00 \$ 97.557692 \$ 202,920.00 16,910.00 \$ 9 \$ PLANNING MANAGER 072 78.623077 \$ 13,628.00 \$ 163,536.00 101.746154 \$ 17,636.00 \$ 211,632.00 9Α \$ POLICE CAPTAIN 138 128.757923 \$ 22,318.04 \$ 267,816.48 166.622942 \$ 28,881.31 \$ 346,575.72 POLICE CHIEF 313,692.00 141 Elected 150.813462 \$ 26,141.00 \$ POLICE RECORDS MANAGER 647 9 \$ 53.342308 \$ 9.246.00 \$ 110,952.00 \$ 69.034615 \$ 11,966.00 \$ 143.592.00 POWER SYSTEM SCHEDULER/TRADER 674 9 \$ 66.940385 \$ 11.603.00 \$ 139.236.00 86.630769 \$ 15.016.00 \$ 180.192.00 \$ POWER TRADER 673 9 85.551923 \$ 14.829.00 \$ 177.948.00 110.723077 \$ 19.192.00 \$ 230.304.00 PRINCIPAL ACCOUNTANT 148 9 \$ 139,056.00 179.940.00 66.853846 \$ 11,588.00 \$ 86.509615 \$ 14.995.00 \$ 9 \$ PRINCIPAL ELECTRIC UTILITY ENG 85.488462 \$ 230.112.00 145 14.818.00 \$ 177.816.00 110.630769 \$ 19.176.00 \$ 9 \$ 140 181,037.00 \$ PRINCIPAL ENG/CITY SURVEYOR 87.037019 \$ 15.086.42 \$ 112.638462 \$ 19.524.00 \$ 234.288.00

**Minimum Salary Maximum Salary** Job Code Union Code Job Title Hourly Monthly Annual Hourly Monthly Annual PRINCIPAL ENGINEER 9 \$ 82.892308 \$ 172,416.00 107.273077 \$ 142 14,368.00 \$ 18,594.00 \$ 223,128.00 \$ PRINCIPAL ENGINEER - WATER 142W 9 82.892308 \$ 14,368.00 \$ 172,416.00 \$ 107.273077 \$ 18,594.00 \$ 223,128.00 \$ PRINCIPAL FINANCIAL ANALYST 149 9 66.853846 \$ 11.588.00 \$ 139.056.00 86.509615 \$ 14.995.00 \$ 179.940.00 PRINCIPAL PLANNER 143 9 \$ 66.853846 \$ 139.056.00 \$ 86.509615 \$ 179.940.00 11.588.00 \$ 14.995.00 \$ \$ PRINCIPAL POWER ANALYST 154 9 66.853846 \$ 11,588.00 \$ 139,056.00 \$ 86.509615 \$ 14,995.00 \$ 179.940.00 PRINCIPAL UTIL INFO SYSTEM MGR 146 9 \$ 85.551923 \$ 14,829.00 \$ 177,948.00 \$ 110.723077 \$ 19,192.00 \$ 230,304.00 9 \$ 81.248077 \$ PUBLIC INFORMATION OFFICER 077 14.083.00 \$ 168.996.00 \$ 105.138462 \$ 18.224.00 \$ 218.688.00 PUBLIC RECORDS MANAGER 082 9 \$ 51.784615 \$ 8.976.00 \$ 107.712.00 \$ 67.021154 \$ 11.617.00 \$ 139.404.00 PURCHASING DIVISION MANAGER 9 \$ 71.498077 \$ \$ 92.526923 \$ 16,038.00 \$ 192,456.00 147 12,393.00 \$ 148,716.00 9 \$ RECREATION MANAGER 150 67.488462 \$ 11,698.00 \$ 140,376.00 87.334615 \$ 15,138.00 \$ 181,656.00 9 \$ 12,393.00 \$ **RISK MANAGER** 700 71.498077 \$ 148,716.00 \$ 92.526923 \$ 16,038.00 \$ 192,456.00 9 \$ SR DEPUTY CITY ATTORNEY 161 71.301923 \$ 12,359.00 \$ 148,308.00 92.278846 \$ 15,995.00 \$ 191,940.00 SR ELEC DIV MGR 173 9 \$ 98.723077 \$ 17,112.00 \$ 205,344.00 127.771154 \$ 22,147.00 \$ 265,764.00 9 \$ SR ELEC DIV MGR-MKT A&P 174A 98.723077 \$ 17,112.00 \$ 205,344.00 127.771154 \$ 22,147.00 \$ 265,764.00 9 \$ \$ SR INFORMATION TECH SVCS MGR 743 76.378846 \$ 13,239.00 \$ 158,868.00 98.844231 \$ 17,133.00 \$ 205,596.00 \$ SR MANAGEMENT ANALYST 742 9 56.962981 \$ 9,873.58 \$ 118,483.00 73.723077 \$ 153,344.00 12,778.67 \$ 9 \$ SR PERFORMANCE AUDITOR 202 60.646154 \$ 10,512.00 \$ 126,144.00 \$ 78.478846 \$ 13,603.00 \$ 163,236.00 SR POWER SYSTEM SCHEDLR/TRADER 772 9 \$ 71.948077 \$ 12,471.00 \$ 149,652.00 \$ 93.115385 \$ 16,140.00 \$ 193,680.00 9 \$ STREET SUPERINTENDENT 159 68.400000 \$ 11,856.00 \$ 142,272.00 \$ 88.523077 \$ 15,344.00 \$ 184,128.00 9 \$ TRANSPORTATION MANAGER 171 83.648077 \$ 173,988.00 225,168.00 14,499.00 \$ 108.253846 \$ 18,764.00 \$ 9 \$ UTILITY BUSINESS SYSTEMS MGR 898 66.744231 \$ 11,569.00 \$ 138,828.00 \$ 86.371154 \$ 14,971.00 \$ 179,652.00 9 \$ UTILITY OPERATIONS ENGINEER 155 70.459615 \$ 12,213.00 \$ 146,556.00 91.176923 \$ 15,804.00 \$ 189,648.00 9 \$ WATER & SEWER OPERATIONS MGR 180 69.253846 \$ 12,004.00 \$ 144,048.00 89.630769 \$ 15,536.00 \$ 186,432.00 WATER & SEWER SUPERINTENDENT 029 9 \$ 62.619231 \$ 130,248.00 \$ 81.046154 \$ 168,576.00 10,854.00 \$ 14,048.00 \$ WEB & DIGITAL MEDIA MANAGER 073 9 \$ 59.705769 \$ 10,349.00 \$ 124,188.00 77.261538 \$ 13,392.00 \$ 160,704.00 **RESOLUTION NO. 21-**

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO ADOPT THE AMENDED SALARY PLAN FOR VARIOUS

UNCLASSIFIED POSITIONS WITH AN APPROVAL DATE OF

MAY4, 2021

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa

Clara shall among other things, have pay schedules approved and adopted by the City Council;

and indicate an effective date and date of any revisions;

WHEREAS, as required by California Code Regulations section 570.5 and as mandated by

CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended

Salary Plan for City of Santa Clara classifications when there are salary modifications to existing

classifications, and when new classifications are created and salary ranges need to be

established, with an approval date of May 4, 2021.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS

**FOLLOWS:** 

That the City hereby adopts the Amended Salary Plan for various City of Santa Clara 1.

unclassified positions.

2. Effective date. In accordance with the California Code Regulations section 570.5 and to

comply with CalPERS, the salary schedule for various unclassified positions shall be effective

May 16, 2021 and adopted with an approval date of May 4, 2021.

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 4th DAY OF May 2021, 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. Unclassified Salary Plan (effective 05-16-2021) approved 05-04-2021

Resolution/ Updated Unclassified Salary Plan (05-04-21) Rev: 11/22/17



## City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-653 Agenda Date: 5/4/2021

## REPORT TO PUBLIC FACILITIES FINANCING CORPORATION (PFFC)

#### SUBJECT

Continuance on the Federal and State Income Tax Exempt Reporting for Fiscal Year 2019/2020 (Continued from April 20, 2021)

#### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

#### BACKGROUND

At the April 20, 2021 Council and Authorities Concurrent Meeting, the City Council took action to continue the following item to May 4, 2021.

#### 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.

#### PUBLIC CONTACT

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

#### RECOMMENDATION

Authorize the City Manager, or her designee, to file the 2019 Internal Revenue Service Form 990 (Return of Organization Exempt from Income Tax) and the State of California Form 199 (Exempt Organization Annual Information Return) on behalf of the City of Santa Clara Public Facilities Financing Corporation.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, Executive Director

#### **ATTACHMENTS**

1. 2019 Federal Form 990

2. 2019 State Form 199

3. RTC 21-260 from April 20, 2021 Council Meeting

2019

## FEDERAL FILING INSTRUCTIONS

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

31-1611044

#### **ELECTRONICALLY FILED:**

FORM 990 - 2019 RETURN OF ORGANIZATION EXEMPT FROM INCOME TAX

THE ABOVE TAX RETURN WILL BE ELECTRONICALLY FILED WITH THE INTERNAL REVENUE SERVICE UPON RECEIPT OF A SIGNED FORM 8879-E0 - IRS E-FILE SIGNATURE AUTHORIZATION.

#### PAYMENT:

NO PAYMENT IS REQUIRED.

## Form 990

(Rev. January 2020)

Department of the Treasury Internal Revenue Service

### Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.
 Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

For the 2019 calendar year, or tax year beginning 6/30 7/01 , 2019, and ending , 2020 Check if applicable: D Employer identification number Address change CITY OF SANTA CLARA PUBLIC FACILITIES 31-1611044 FINANCING CORPORATION E Telephone number Name change 1500 WARBURTON AVENUE Initial return (408) 615-2368 SANTA CLARA, CA 95050-3713 Final return/terminated Amended return G Gross receipts \$ 1,721,147 F Name and address of principal officer: DEANNA J. SANTANA H(a) Is this a group return for subordinates? Application pending Yes H(b) Are all subordinates included?
If "No," attach a list. (see instructions) SAME AS C ABOVE Yes 501(c)(3) X 501(c) (4 Tax-exempt status: ) (insert no.) 4947(a)(1) or Website: > N/A H(c) Group exemption number X Corporation K Form of organization: Association L Year of formation: 1997 M State of legal domicile: CA Part I Summary Briefly describe the organization's mission or most significant activities: TO RENDER FINANCIAL ASSISTANCE TO THE CITY OF SANTA CLARA BY FINANCING, REFINANCING, LEASING AND CONSTRUCTING VARIOUS Activities & Governance FACILITIES FOR THE BENEFIT OF THE CITY'S RESIDENTS. Check this box | if the organization discontinued its operations or disposed of more than 25% of its net assets. Number of voting members of the governing body (Part VI, line 1a)..... Number of independent voting members of the governing body (Part VI, line 1b)..... Total number of individuals employed in calendar year 2019 (Part V, line 2a)..... 5 0 Total number of volunteers (estimate if necessary). 6 0 7a Total unrelated business revenue from Part VIII, column (C), line 12..... 7a b Net unrelated business taxable income from Form 990-T, line 39..... **Current Year** Contributions and grants (Part VIII, line 1h)..... Program service revenue (Part VIII, line 2g)..... 2,501,494. 1,710,474. Investment income (Part VIII, column (A), lines 3, 4, and 7d) 15,305. 10,673. Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)...... Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)..... 2,516,799 1,721,147. Grants and similar amounts paid (Part IX, column (A), lines 1-3)..... Benefits paid to or for members (Part IX, column (A), line 4) Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10) ..... 16a Professional fundraising fees (Part IX, column (A), line 11e). b Total fundraising expenses (Part IX, column (D), line 25) Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e). 2,498,141. 2,502,739. Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)..... 2,498,141. 2,502,739. Revenue less expenses. Subtract line 18 from line 12..... 18,658. -781,592. Beginning of Current Year End of Year 16,362,880. Total assets (Part X, line 16)..... 19,057,769. Total liabilities (Part X, line 26)..... 21 17,551,284. 15,637,987. Net assets or fund balances. Subtract line 21 from line 20..... 22 1,506,485 724,893. Signature Block Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge. Signature of officer Sign Here KENN LEE DIR. OF FINANCE Type or print name PTIN Print/Type preparer's P00283083 J KRISCH, CPA self-employed Paid MAZE & ASSOCIATES Preparer Firm's name Use Only Firm's EIN - 94-2590179 Firm's address 3478 BUSKIRK AVE STE PLEASANT HILL, CA 94523 Phone no. 925-930-0902 May the IRS discuss this return with the preparer shown above? (see instructions).....

orm 990 (2019)	CITY OF SANTA CLARA		31-1611	044 Page 2
	ement of Program Service			[]
		se or note to any line in this Part III		X
•	ribe the organization's mission:			
SEE_SCHE	DULE O			
2 Did the organ	pization undertake any significant pro	gram services during the year which were	not listed on the prior	
	· · · · · · · · · · · · · · · ·		·	Yes X No
	cribe these new services on Schedule		[	les M
·		ke significant changes in how it conduc	ts, any program services?	Yes X No
	cribe these changes on Schedule O.	<u> </u>		
Section 501	e organization's program service a (c)(3) and 501(c)(4) organizations ,, if any, for each program service	ccomplishments for each of its three la are required to report the amount of gr reported.	rgest program services, as meas ants and allocations to others, th	sured by expenses. ne total expenses,
<b>4</b> a (Code:		2,739. including grants of \$		)
		LATED TO POLICE ADMINISTS	RATION BUILDING, LIBR	ARY BUILDING
CONSTRUC	CTION, AND LEASE OBLIC	GATIONS.		
<b>4 b</b> (Code:	) (Expenses \$	including grants of \$	) (Revenue \$	)
4c (Code:	) (Expenses \$	including grants of \$	) (Revenue \$	)
	am services (Describe on Schedule			
(Expenses		ding grants of \$	) (Revenue \$	)
4 e Total prograi	m service expenses	2,502,739. TEEA0102L 07/31/19		Form <b>990</b> (2019)
•		( LL		1 1 1 1 1 1 - 1 1 1

Form 990 (2019) CITY OF SANTA CLARA PUBLIC FACILITIES

## Part IV Checklist of Required Schedules

	1 11 12 13 14 14 14 15 15 16 16 16 16 16 16 16 16 16 16 16 16 16		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A	1		Х
2	Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	2		Х
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I	3		Х
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III	5		Х
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I	6	**************************************	Х
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II	7		Х
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III.	8		Х
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV.	9		Х
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If 'Yes,' complete Schedule D, Part V.	10		Х
11	If the organization's answer to any of the following questions is 'Yes', then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
á	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If 'Yes,' complete Schedule D, Part VI</i>	11 a		Х
ŀ	Did the organization report an amount for investments — other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII	11 b		Х
C	Did the organization report an amount for investments – program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII	11 c		Х
C	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX	11 d	Х	
6	Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X	11 e	Χ	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X	11 f		Х
12 a	Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI and XII	12a		Х
ł	Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional	12 b	Х	
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E	13	· · · · · · · · · · · · · · · · · · ·	Х
14 a	Did the organization maintain an office, employees, or agents outside of the United States?	14a	_	X
ł	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV	14b		Х
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV	15	-	Х
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV	16		Х
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I (see instructions)	17		Х
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If 'Yes,' complete Schedule G, Part II.	18		Х
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III.	19		Х
20a	Did the organization operate one or more hospital facilities? <i>If 'Yes,' complete Schedule H.</i>	20a		Х
b	If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If 'Yes,' complete Schedule I, Parts I and II	21		Х
BAA		Form	990	(2019)

Form 990 (2019) CITY OF SANTA CLARA PUBLIC FACILITIES Page 4 31-1611044 Part IV | Checklist of Required Schedules (continued) Yes No 22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If 'Yes,' complete Schedule I, Parts I and III. 22 Χ Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If 'Yes,' complete Schedule J..... 23 Χ 24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No, 'go to line 25a..... Χ 24a **b** Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?..... X 24b

•	c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		Х
	d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?	24d		X
25	a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If 'Yes,' complete Schedule L, Part I	25a		Х
1	b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I.	25b		Х
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If 'Yes,' complete Schedule L, Part II.</i>	26		Х
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If 'Yes,' complete Schedule L, Part III	27		Х
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
;	a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If 'Yes,' complete Schedule L, Part IV	<b>28</b> a		Х
1	<b>b</b> A family member of any individual described in line 28a? <i>If 'Yes,' complete Schedule L, Part IV</i>	28b		Х
(	c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If Yes,' complete Schedule L, Part IV	28c		Х
29	Did the organization receive more than \$25,000 in non-cash contributions? If 'Yes,' complete Schedule M	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If 'Yes,' complete Schedule M	30		Х
31	Did the organization liquidate, terminate, or dissolve and cease operations? If 'Yes,' complete Schedule N, Part I	31		Х
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If 'Yes,' complete Schedule N, Part II	32		Х
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If 'Yes,' complete Schedule R, Part I	33		Х
34	Was the organization related to any tax-exempt or taxable entity? If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1	34		Х
35	a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		Х
1	b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' complete Schedule R, Part V, line 2	35b		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If 'Yes,' complete Schedule R, Part V, line 2	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If 'Yes,' complete Schedule R, Part VI	37		Х
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?  Note: All Form 990 filers are required to complete Schedule O	38	Х	
Pa	rt V Statements Regarding Other IRS Filings and Tax Compliance			
	Check if Schedule O contains a response or note to any line in this Part V			
1	a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		Yes	No
	b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable			

c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming 1 c

Form 990 (2019) CITY OF SANTA CLARA PUBLIC FACILITIES

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued) Part V

			Yes	No
2 2	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax State-			
	ments, filed for the calendar year ending with or within the year covered by this return 2a 0			
ı	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2 b		10000000
٠.	<b>Note:</b> If the sum of lines 1a and 2a is greater than 250, you may be required to <i>e-file</i> (see instructions) a Did the organization have unrelated business gross income of \$1,000 or more during the year?	6,3,870		X
		3 a		
	a If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3b, provide an explanation on Schedule O.	30	<u> </u>	
4 8	a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4 a		X
ŀ	o If 'Yes,' enter the name of the foreign country ►			
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	l i		
5 a	a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5 a		X
ŀ	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5 b		X
(	s If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T?	5 c		
6 a	a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6 a		Х
ŀ	a If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6 b		
7	Organizations that may receive deductible contributions under section 170(c).			
	a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and			
•	services provided to the payor?	7 a		
ŀ	If 'Yes,' did the organization notify the donor of the value of the goods or services provided?	7 b		
(	bid the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7 c		
,	d If 'Yes,' indicate the number of Forms 8282 filed during the year	1		
	e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7 e		2 2 4 1 2 1 1 1 1 1 1
	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7 f		
	g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7 g		
ł	n If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a	7 h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring	711		
	organization have excess business holdings at any time during the year?	8		
9	Sponsoring organizations maintaining donor advised funds.			
	a Did the sponsoring organization make any taxable distributions under section 4966?	9 a		
	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9 b	1	
	Section 501(c)(7) organizations. Enter:			
	Initiation fees and capital contributions included on Part VIII, line 12			
ŀ	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10 b			
11	Section 501(c)(12) organizations. Enter:			
ā	a Gross income from members or shareholders			
ì	gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)			
10-	,	12a		February 1
	a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	120		55,340,44
	Section 501(c)(29) qualified nonprofit health insurance issuers.	1		
	a Is the organization licensed to issue qualified health plans in more than one state?	13 a	- Carles	100000000000000000000000000000000000000
•	Note: See the instructions for additional information the organization must report on Schedule O.	100		
ı			1	
٠	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans			
	Enter the amount of reserves on hand			
	a Did the organization receive any payments for indoor tanning services during the tax year?	14 a		X
	olf 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation on Schedule O	14 b	<u> </u>	<u> </u>
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or	15		Х
	excess parachute payment(s) during the year?	15	140000000	
	If 'Yes,' see instructions and file Form 4720, Schedule N.	1		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16		
3AA	If 'Yes,' complete Form 4720, Schedule O.  TEEA0105L 07/31/19	Forn	n <b>990</b>	<u> </u> (2019)
_ , ,, ,				/

Part VI Governance, Management, and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI..... Section A. Governing Body and Management No 1 a Enter the number of voting members of the governing body at the end of the tax year..... 1 a 6 If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O. **b** Enter the number of voting members included on line 1a, above, who are independent . . . . Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other X officer, director, trustee, or key employee?..... 2 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?..... 3 Χ Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?..... 4 Х X 5 Did the organization have members or stockholders?.... 6 X 7 a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more Χ members of the governing body?..... 7 a **b** Are any governance decisions of the organization reserved to (or subject to approval by) members, Χ stockholders, or persons other than the governing body?..... 7 b Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: R a X a The governing body?..... X **b** Each committee with authority to act on behalf of the governing body?..... 8 b Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses on Schedule O..... Х Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.) Yes No 10 a Did the organization have local chapters, branches, or affiliates?..... 10 a Χ b If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their 10 b X 11 a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?..... 11 a b Describe in Schedule O the process, if any, used by the organization to review this Form 990. SEE SCHEDULE O 12a Did the organization have a written conflict of interest policy? If 'No,' go to line 13..... 12a Х b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise 12b to conflicts? c Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done...... 12 c Х 13 Did the organization have a written whistleblower policy?..... 13 14 Did the organization have a written document retention and destruction policy?..... 14 Х 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? X a The organization's CEO, Executive Director, or top management official...... 15 a X **b** Other officers or key employees of the organization. 15b If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions). 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a X 16 a taxable entity during the year?..... b If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?. Section C. Disclosure List the states with which a copy of this Form 990 is required to be filed >  $_{\rm CA}$ Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply. Other (explain on Schedule O) Own website Another's website X Upon request Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to 19 the public during the tax year. SEE SCHEDULE O State the name, address, and telephone number of the person who possesses the organization's books and records 20

KENN LEE 1500 WARBURTON AVENUE

SANTA CLARA CA 95050-3713 (408)

Form 990 (2019	YTTY (	OF	Δ ΤΙΜ Δ Ζ	$CT.\Delta R\Delta$	PITRITC	FACTL	פשות
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31-1611044

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## Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII.....

#### Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

- 1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.
- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's current key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

|X| Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

			(C)							44470
(A) Name and title	(B) Average hours per	thar is	one both	box, an o	unles	-	on	(D)  Reportable compensation from the organization	<b>(E)</b> Reportable compensation from related organizations	<b>(F)</b> Estimated amount of other
	per week (list any hours for related organiza- tions below dotted line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(W-2/1099-MISC)	(W-2/1099-MISC)	compensation from the organization and related organizations
(1) KATHLEEN WATANABE BOARD MEMBER	_0.5_	Х						0.	0.	0.
(2) DEBI DAVIS BOARD MEMBER	_0.5_	Х						0.	0.	0.
(3) RAJ CHAHAL BOARD MEMBER	_0.5_	X						0.	0.	0.
(4) KAREN HARDY VICE PRESIDENT	_0.5_	X		х				0.	0.	0.
(5) TERESA O'NEILL BOARD MEMBER	0.5	X		^				0.	0.	0.
(6) LISA M. GILLMOR PRESIDENT	0.5	X		Х				0.	0.	0.
(7) DEANNA J. SANTANA EXECUTIVE DIR.	_0.1_0	Λ		X				0.	0.	0.
(8) KENN LEE DIR. OF FINANCE	0.1			Х				0.	0.	0.
(9) NORA PIMENTAL SECRETARY	0.1			Х				0.	0.	0.
(10)										
(11)										
(12)				_					110000	
(13)										
(14)										

	(B)			((	S)				<u> </u>	
<b>(A)</b> Name and title	Average hours per	box	, unle	check ess pe	more	than is bot or/trus	h an	(D)  Reportable compensation from	<b>(E)</b> Reportable compensation from	(F) Estimated amount
	week (list any hours for related organiza - tions below dotted (line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	the organization (W-2/1099-MISC)	related organizations (W-2/1099-MISC)	of other compensation from the organization and related organizations
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1 b Subtotal	on A						<b>&gt; &gt; &gt;</b>	0. 0. 0.	0. 0. 0.	0. 0. 0.
2 Total number of individuals (including but not limited from the organization ► 0	to those I	isted	abov	ve) v	who	recei	ved	more than \$100,00	0 of reportable comp	pensation
3 Did the organization list any former officer, direct on line 1a? If 'Yes,' complete Schedule J for such	h individu	ıal								Yes No
4 For any individual listed on line 1a, is the sum of the organization and related organizations greate such individual.	r reportab er than \$1	1e co 50,00	mpe 30? 	ensa If 'Y	ition /es,	and ' <i>con</i>	otn <i>iple</i>	te Schedule J for		4 X
5 Did any person listed on line 1a receive or accru for services rendered to the organization? If 'Yes	e comper s,' comple	satio	n fr chea	om <i>lule</i>	any <i>J fo</i>	unre r suc	late ch p	ed organization or erson	individual	5 X
1 Complete this table for your five highest compen compensation from the organization. Report compensation.	sated ind	epen	deni	t cor	ntra	ctors	tha	at received more to	han \$100,000 of	r.
(A) Name and business add		(110 01	21011	uui j	jour	Onai	ng ,	(B) Description		(C) Compensation
2 Total number of independent contractors (including to 100,000 of company action from the grantiantian		ted to	tho	se l	istec	l abo	ve) '	who received more	than	
\$100,000 of compensation from the organization	<u>~</u>	TEFAO	100	07/3	21/10					Form <b>990</b> (2019)

		Check if Schedu	le O contains	a respons	se or note to an	y line in this Part V	M		
						<b>(A)</b> Total revenue	(B) Related or exempt function revenue	<b>(C)</b> Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
, Gifts, Grants nilar Amounts	1 a b c d	Federated campaig Membership dues. Fundraising events Related organizatio Government grants (confi	ons	1 a 1 b 1 c 1 d 1 e					
Contributions, Gifts, Grants and Other Similar Amounts	f g h	All other contributions, q similar amounts not incl Noncash contributions in lines 1a-1f	gifts, grants, and luded above ncluded in	1 f 1 g					
Program Service Revenue	b	LEASE REVENU	JE		Business Code	1,710,474.	1,710,474.		
gram Servic	d e f	All other program s	  service revenu						
Pro	1	Total. Add lines 2a	-2f			1,710,474.			
	l	Investment income (other similar amou Income from invest	nts) tment of tax-e	exempt bo	nd proceeds	10,673.	10,673.		
	b	6 a Gross rents			(ii) Personal				
	d 7a	d Net rental income or (loss)  a Gross amount from sales of assets other than inventory b Less: cost or other basis			(ii) Other				
	c d	and sales expenses Gain or (loss) Net gain or (loss).	7b   7c						
Other Revenue	8 a	Gross income from fund (not including \$ of contributions reported See Part IV, line 18	d on line 1c).	8a					
)ther	1	Less: direct expensions Net income or (loss		8b aising ever	nts				
		Gross income from gami See Part IV, line 19	ing activities.	9 a					
		Less: direct expens	ses	9 b					
	10 a	Net income or (loss Gross sales of inventory, returns and allowances Less: cost of goods	, less	10a	3,				
	i	Net income or (loss		of invento		Angertation of the Angels and the Special Con-			and the second s
Miscellaneous Revenue	11 a b c d				Business Code				
Misce Rev	l .	Total. Add lines 11	a-11d						
	12	Total revenue. See	instructions.			1,721,147.	1,721,147.	0.	0.

Sect	ion 501(c)(3) and 501(c)(4) organizations must com				
	Check if Schedule O contains a r	esponse or note to an	y line in this Part IX		
	not include amounts reported on lines 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	<b>(D)</b> Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 5	Benefits paid to or for members	0.	0.	0.	0.
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7	Other salaries and wages				
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9	Other employee benefits				
10	Payroll taxes				
11	Fees for services (nonemployees):				
а	Management				
b	Legal				
	Accounting				
	Lobbying	2000			
	<u>_</u>				
	Professional fundraising services. See Part IV, line 17				
g	Investment management fees				
12	Advertising and promotion				
13	Office expenses				
14	Information technology				
15	Royalties				
16	Occupancy				
17	Travel				
18	Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19	Conferences, conventions, and meetings				
20	Interest	643,739.	643,739.		
21	Payments to affiliates				
22	Depreciation, depletion, and amortization				
23	Insurance				
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a b	PRINCIPAL DEBT PAYMENTS	1,859,000.	1,859,000.		
С					
d					
е	All other expenses				
25	Total functional expenses. Add lines 1 through 24e	2,502,739.	2,502,739.	0.	0.
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.  Check here  if following	_,,	,,		

Part X **Balance Sheet** Check if Schedule O contains a response or note to any line in this Part X..... (A) Beginning of year **(B)** End of year Cash — non-interest-bearing..... 1 Savings and temporary cash investments ..... 2 2 724,893. 1,506,485 Pledges and grants receivable, net ..... 3 4 Accounts receivable, net ...... Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons...... 5 Loans and other receivables from other disqualified persons (as defined under 6 section 4958(f)(1)), and persons described in section 4958(c)(3)(B)...... 7 Notes and loans receivable, net ..... 7 Inventories for sale or use..... R 9 Prepaid expenses and deferred charges..... 10a Land, buildings, and equipment: cost or other basis.
Complete Part VI of Schedule D...... 10 a 10 c Investments — publicly traded securities ..... 11 11 12 Investments – other securities. See Part IV, line 11..... 13 13 Investments - program-related. See Part IV, line 11..... 14 14 15 15,637,987. 15 Other assets. See Part IV, line 11..... 17,551,284 19,057,769. 16 16,362,880. 16 Total assets. Add lines 1 through 15 (must equal line 33)...... Accounts payable and accrued expenses..... 17 17 18 18 19 Deferred revenue..... 19 20 Tax-exempt bond liabilities..... 14,462,284 20 13,542,987 Escrow or custodial account liability. Complete Part IV of Schedule D...... 21 21 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% 22 controlled entity or family member of any of these persons...... Secured mortgages and notes payable to unrelated third parties..... 23 Unsecured notes and loans payable to unrelated third parties..... 24 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D. 25 3,089,000 2,095,000. Total liabilities. Add lines 17 through 25..... 26 26 17,551,284 15,637,987. Organizations that follow FASB ASC 958, check here ▶ or Fund Balances and complete lines 27, 28, 32, and 33. Net assets without donor restrictions..... 27 28 Net assets with donor restrictions..... Organizations that do not follow FASB ASC 958, check here and complete lines 29 through 33. Capital stock or trust principal, or current funds..... 1,506,485 29 724,893. Assets Paid-in or capital surplus, or land, building, or equipment fund..... 30

TEEA0111L 07/31/19

Retained earnings, endowment, accumulated income, or other funds.....

Total net assets or fund balances.....

Total liabilities and net assets/fund balances ......

16,362,880.

724,893.

31 32

33

1,506,485

19,057,769

Net.

31

33

Forr	n 990 (2019) CITY OF SANTA CLARA PUBLIC FACILITIES	31-1611044		Pa	qe <b>12</b>
Pa	rt XI Reconciliation of Net Assets				<u> </u>
	Check if Schedule O contains a response or note to any line in this Part XI				[
1	Total revenue (must equal Part VIII, column (A), line 12)			21,1	
2	Total expenses (must equal Part IX, column (A), line 25)	2		02,7	
3	Revenue less expenses. Subtract line 2 from line 1	3		81,5	
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4		06,4	
5	Net unrealized gains (losses) on investments	5			
6	Donated services and use of facilities	6			
7	Investment expenses	7			
8	Prior period adjustments	8			
9	Other changes in net assets or fund balances (explain on Schedule O)	9			0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10		24,8	393.
Pa	rt XII Financial Statements and Reporting				
	Check if Schedule O contains a response or note to any line in this Part XII				
	Grook in Concada Co Contains a response of flote to any line in this r art 7 in.			Yes	No
1	Accounting method used to prepare the Form 990: Cash X Accrual Other				
	If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.				
2	a Were the organization's financial statements compiled or reviewed by an independent accountant?		2 a		X
	If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or re separate basis, consolidated basis, or both:  Separate basis  Consolidated basis  Both consolidated and separate basis	viewed on a			
			2 b	х	
	b Were the organization's financial statements audited by an independent accountant?		<b>Z</b> D	Λ	S. 2000 (2000)
	If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a spasis, consolidated basis, or both:	eparate			
	Separate basis X Consolidated basis Both consolidated and separate basis				

Χ

Χ

2с

3 a

3 b

Form 990 (2019)

b If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.....

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If the organization changed either its oversight process or selection process during the tax year, explain

3 a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?....

on Schedule O.

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#### SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service Name of the organization

CITY OF SANTA CLARA PUBLIC FACILITIES

## Supplemental Financial Statements

Complete if the organization answered 'Yes' on Form 990,
 Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
 Attach to Form 990.

► Go to www.irs.gov/Form990 for instructions and the latest information.

2019

Open to Public Inspection

Employer identification number

FINANCING CORPORATION 31-1611044 Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Part I Complete if the organization answered 'Yes' on Form 990, Part IV, line 6. (a) Donor advised funds (b) Funds and other accounts Total number at end of year..... Aggregate value of contributions to (during year) . . . . . Aggregate value of grants from (during year) . . . . . . . . Aggregate value at end of year..... Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?..... Yes No Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?.... No Part II **Conservation Easements.** Complete if the organization answered 'Yes' on Form 990, Part IV, line 7. Purpose(s) of conservation easements held by the organization (check all that apply). Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area Protection of natural habitat Preservation of a certified historic structure Preservation of open space Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year. Held at the End of the Tax Year a Total number of conservation easements..... 2 a c Number of conservation easements on a certified historic structure included in (a)...... 20 d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic 2 d structure listed in the National Register...... Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the Number of states where property subject to conservation easement is located ▶ Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?..... Nο Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year 6 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶\$ Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) No and section 170(h)(4)(B)(ii)?...... In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

# Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

- 1 a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.
- **b** If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:
- 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:
- b Assets included in Form 990, Part X.....▶\$

Part III Organizations Maintaining Cond	ections of Art, Histo	ricai Treasures, o	r Other Similar Ass	ets (contini	uea)
3 Using the organization's acquisition, accession, a items (check all that apply):	and other records, check ar	ny of the following that n	nake significant use of its	collection	
a Public exhibition	<b>d</b> Loan o	or exchange program			
<b>b</b> Scholarly research	e Other				
c Preservation for future generations					
4 Provide a description of the organization's collect Part XIII.	tions and explain how they	further the organization	's exempt purpose in		
5 During the year, did the organization solicit or to be sold to raise funds rather than to be ma	r receive donations of art sintained as part of the o	t, historical treasures, rganization's collection	or other similar assets	Yes	No
Part IV Escrow and Custodial Arranger line 9, or reported an amount or	<b>nents.</b> Complete if t n Form 990, Part X,	he organization ar Iine 21.	nswered 'Yes' on Fo	orm 990, Pa	rt IV,
1 a Is the organization an agent, trustee, custodia on Form 990, Part X?			ner assets not included	Yes	No
<b>b</b> If 'Yes,' explain the arrangement in Part XIII	and complete the following	ng table:			
				Amount	
<b>c</b> Beginning balance			1c		
<b>d</b> Additions during the year			1 d		
e Distributions during the year			1 e		
f Ending balance			1 f		
2 a Did the organization include an amount on Fo	orm 990, Part X, line 21,	for escrow or custodia	I account liability?	Yes	No
<b>b</b> If 'Yes,' explain the arrangement in Part XIII.	Check here if the explan	ation has been provide	ed on Part XIII		
				L	1
Part V Endowment Funds. Complete if	the organization an	swered 'Yes' on Fe	orm 990. Part IV. li	ne 10.	
(a) Curren				(e) Four yea	rs back
1 a Beginning of year balance	(2)	(0) / 110 / 100 / 100	1 (4) (1) (2)	1 (0) 1 0 11 7 0 11	
<b>b</b> Contributions.					
<b>B</b> contributions.				+	
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
<b>g</b> End of year balance					
2 Provide the estimated percentage of the curre	ent year end balance (lin	e 1g, column (a)) held	as:		
a Board designated or quasi-endowment ▶	%				
<b>b</b> Permanent endowment ► %	5				
c Term endowment ► %					
The percentages on lines 2a, 2b, and 2c should e	equal 100%.				
2 - An Alasana and a superior foundation like the superior		. 11-111 :	-l ( 11		
<b>3 a</b> Are there endowment funds not in the possessior organization by:	n of the organization that a	re neid and administered	a for the	Yes	No
(i) Unrelated organizations				. 3a(i)	<del>                                     </del>
(ii) Related organizations					<del> </del>
<b>b</b> If 'Yes' on line 3a(ii), are the related organiza					
4 Describe in Part XIII the intended uses of the	·		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	36	
		in funds.		***************************************	
Part VI Land, Buildings, and Equipmen		- 000 Dart IV lim	. 11a Caa Fawa 00	)()   Dovt V	ino 10
Complete if the organization ans	swered res on Form	n 990, Part IV, IIne	e 11a. See Form 95	10, Part X, 1	ine iu.
Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book v	alue
<b>1 a</b> Land					
<b>b</b> Buildings					
c Leasehold improvements					
<b>d</b> Equipment					
<b>e</b> Other					
Total. Add lines 1a through 1e. (Column (d) must e		column (B), line 10c )	<b>-</b>		0.
	.,				<u> </u>

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Schedule D (Form 990) 2019

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(A) (B)		
(C) (D) (E)		
(D)		
(E)		
(F)		
(F) (G)		
(H)		
<u>(i)</u>		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.).		
Part VIII Investments — Program Related.		N/A
Complete if the organization answered	'Yes' on Form 99	90, Part IV, line 11c. See Form 990, Part X, line 13
(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)	- California - Cal	
(7)		
(8)		
(9)	1-7400	
(3)		
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.)  Part IX Other Assets.	'Voc' on Form 00	20. Part IV line 11d See Form 200 Part V line 15
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.)   Part IX Other Assets.  Complete if the organization answered	'Yes' on Form 99 cription	(b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) .   Part IX Other Assets. Complete if the organization answered (a) Des (1) NET INVESTMENT IN LEASE (2) (3) (4)		(b) Book value
(10)  Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE (2) (3) (4) (5)		(b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2)  (3)  (4)  (5)  (6)		(b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets. Complete if the organization answered (a) Des (1) NET INVESTMENT IN LEASE (2) (3) (4) (5) (6) (7)		(b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) .   Part IX Other Assets. Complete if the organization answered (a) Des  (1) NET INVESTMENT IN LEASE (2) (3) (4) (5) (6) (7) (8)		(b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) .   Part IX Other Assets. Complete if the organization answered (a) Des  (1) NET INVESTMENT IN LEASE (2) (3) (4) (5) (6) (7) (8) (9)		(b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.)  Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2)  (3)  (4)  (5)  (6)  (7)  (8)  (9)  (10)	cription	15,637,987.
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets. Complete if the organization answered (a) Des  (1) NET INVESTMENT IN LEASE (2) (3) (4) (5) (6) (7) (8) (9) (10) Total. (Column (b) must equal Form 990, Part X, column (E)	cription	(b) Book value 15, 637, 987
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2)  (3)  (4)  (5)  (6)  (7)  (8)  (9)  (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X Other Liabilities.	cription  8) line 15.)	(b) Book value 15, 637, 987.  15, 637, 987.
(10)  Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE (2) (3) (4) (5) (6) (7) (8) (9) (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X Other Liabilities.  Complete if the organization answered 'Yes' on Form 1990, Part X, column (E)  Other Liabilities.	8) line 15.)	(b) Book value 15, 637, 987.  15, 637, 987.  15, 637, 987.  11e or 11f. See Form 990, Part X, line 25.
(10)  Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE (2) (3) (4) (5) (6) (7) (8) (9) (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X Other Liabilities.  Complete if the organization answered 'Yes' on Form 1.  (a) Description of the column (b) part X, column (c)  (b) Description of the column (c) part X, column (c)  (c) Description of the column (c) part X	cription  8) line 15.)	(b) Book value 15, 637, 987.  15, 637, 987.
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(10)  Total. (Column (b) must equal Form 990, Part X, column (B) line 13.).  Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE (2) (3) (4) (5) (6) (7) (8) (9) (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X Other Liabilities.  Complete if the organization answered 'Yes' on Foundation of the complete if the organization answered 'Yes' on Foundation (I) Federal income taxes (2) LEASE AGREEMENT WITH CITY OF SANTA	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
(10)  Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . Part IX  Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2)  (3)  (4)  (5)  (6)  (7)  (8)  (9)  (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X  Other Liabilities.  Complete if the organization answered 'Yes' on Foundation of the complete if the organization answered 'Yes' on Foundation (I) Federal income taxes  (2) LEASE AGREEMENT WITH CITY OF SANTA (3)	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
(10)  Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . Part IX  Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2)  (3)  (4)  (5)  (6)  (7)  (8)  (9)  (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X  Other Liabilities.  Complete if the organization answered 'Yes' on Form (I) Federal income taxes  (2) LEASE AGREEMENT WITH CITY OF SANTA (3)  (4)	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . Part IX  Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2) (3) (4) (5) (6) (7) (8) (9) (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X Other Liabilities.  Complete if the organization answered 'Yes' on Form (I) Federal income taxes  (2) LEASE AGREEMENT WITH CITY OF SANTA (3) (4) (5)	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . Part IX  Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2) (3) (4) (5) (6) (7) (8) (9) (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X  Other Liabilities.  Complete if the organization answered 'Yes' on Form (C)  1. (a) Descrition (C) (1) Federal income taxes (2) LEASE AGREEMENT WITH CITY OF SANTA (C) (3) (4) (5) (6)	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . Part IX  Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2)  (3)  (4)  (5)  (6)  (7)  (8)  (9)  (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X  Other Liabilities.  Complete if the organization answered 'Yes' on Form (E)  1. (a) Descrivation (C)  (1) Federal income taxes  (2) LEASE AGREEMENT WITH CITY OF SANTA (C)  (3)  (4)  (5)  (6)  (7)	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . Part IX  Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2)  (3)  (4)  (5)  (6)  (7)  (8)  (9)  (10)  Total. (Column (b) must equal Form 990, Part X, column (E)  Part X  Other Liabilities.  Complete if the organization answered 'Yes' on Form (E)  1.  (a) Description (C)  (b) LEASE AGREEMENT WITH CITY OF SANTA (C)  (c) (C) (C) (C) (C) (C) (C) (C) (C) (C) (C	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
(10) Total. (Column (b) must equal Form 990, Part X, column (B) line 13.) . Part IX Other Assets.  Complete if the organization answered  (a) Des  (1) NET INVESTMENT IN LEASE  (2) (3) (4) (5) (6) (7) (8) (9) (10)  Total. (Column (b) must equal Form 990, Part X, column (EPart X) Other Liabilities.  Complete if the organization answered 'Yes' on Form (I) Federal income taxes  (2) LEASE AGREEMENT WITH CITY OF SANTA (I) (I) Federal income taxes  (3) (4) (5) (6) (7) (8) (9)	R) line 15.)	(b) Book value 15, 637, 987  15, 637, 987  11e or 11f. See Form 990, Part X, line 25.  (b) Book value
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Schedule D (Form 990) 2019	CITY OF	SANTA CLARA	PUBLIC	FACILITIES

31-1611044

Page 4

Part XI Reconciliation of Revenue per Audited Financial Statement	s With Revenue per Re	turn. N/A
Complete if the organization answered 'Yes' on Form 990, P	art IV, line 12a.	
1 Total revenue, gains, and other support per audited financial statements		1
2 Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a Net unrealized gains (losses) on investments	2 a	
<b>b</b> Donated services and use of facilities	2 b	
c Recoveries of prior year grants	2 c	
d Other (Describe in Part XIII.)	2 d	
e Add lines 2a through 2d		2 e
3 Subtract line 2e from line 1		3
4 Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a Investment expenses not included on Form 990, Part VIII, line 7b	4 a	
<b>b</b> Other (Describe in Part XIII.)	4 b	
c Add lines 4a and 4b		4 c
5 Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.).		5
Part XII Reconciliation of Expenses per Audited Financial Statemer	•	Return. N/A
Part XII Reconciliation of Expenses per Audited Financial Statemer Complete if the organization answered 'Yes' on Form 990, P	•	Return. N/A
	art IV, line 12a.	Return. N/A
Complete if the organization answered 'Yes' on Form 990, P	art IV, line 12a.	por the second s
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements	art IV, line 12a.	por the second s
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements	art IV, line 12a.	por the second s
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements	art IV, line 12a.  2a 2b	por the second s
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements	2a 2b 2c	por the second s
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements.  2 Amounts included on line 1 but not on Form 990, Part IX, line 25:  a Donated services and use of facilities.  b Prior year adjustments.  c Other losses	2a 2b 2c 2d	por the second s
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements.  2 Amounts included on line 1 but not on Form 990, Part IX, line 25:  a Donated services and use of facilities.  b Prior year adjustments.  c Other losses.  d Other (Describe in Part XIII.).	2a 2b 2c 2d	1
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements.  2 Amounts included on line 1 but not on Form 990, Part IX, line 25:  a Donated services and use of facilities.  b Prior year adjustments.  c Other losses  d Other (Describe in Part XIII.).  e Add lines 2a through 2d.  3 Subtract line 2e from line 1.  4 Amounts included on Form 990, Part IX, line 25, but not on line 1:	2a 2b 2c 2d	1 2e
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements.  2 Amounts included on line 1 but not on Form 990, Part IX, line 25:  a Donated services and use of facilities.  b Prior year adjustments.  c Other losses  d Other (Describe in Part XIII.)  e Add lines 2a through 2d.  3 Subtract line 2e from line 1.  4 Amounts included on Form 990, Part IX, line 25, but not on line 1:  a Investment expenses not included on Form 990, Part VIII, line 7b.	2a 2b 2c 2d	1 2e
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements.  2 Amounts included on line 1 but not on Form 990, Part IX, line 25:  a Donated services and use of facilities.  b Prior year adjustments.  c Other losses  d Other (Describe in Part XIII.).  e Add lines 2a through 2d.  3 Subtract line 2e from line 1.  4 Amounts included on Form 990, Part IX, line 25, but not on line 1:  a Investment expenses not included on Form 990, Part VIII, line 7b.  b Other (Describe in Part XIII.).	2a 2b 2c 2d 4a 4b	2 e 3
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements.  2 Amounts included on line 1 but not on Form 990, Part IX, line 25:  a Donated services and use of facilities.  b Prior year adjustments.  c Other losses  d Other (Describe in Part XIII.).  e Add lines 2a through 2d.  3 Subtract line 2e from line 1.  4 Amounts included on Form 990, Part IX, line 25, but not on line 1:  a Investment expenses not included on Form 990, Part VIII, line 7b.  b Other (Describe in Part XIII.).  c Add lines 4a and 4b.	2a 2b 2c 2d 4a 4b	2 e 3
Complete if the organization answered 'Yes' on Form 990, P  1 Total expenses and losses per audited financial statements.  2 Amounts included on line 1 but not on Form 990, Part IX, line 25:  a Donated services and use of facilities.  b Prior year adjustments.  c Other losses  d Other (Describe in Part XIII.).  e Add lines 2a through 2d.  3 Subtract line 2e from line 1.  4 Amounts included on Form 990, Part IX, line 25, but not on line 1:  a Investment expenses not included on Form 990, Part VIII, line 7b.  b Other (Describe in Part XIII.).	2a 2b 2c 2d 4a 4b	2 e 3

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Schedule D (Form 990) 2019

#### SCHEDULE K (Form 990)

## **Supplemental Information on Tax-Exempt Bonds**

2

2019

OMB No. 1545-0047

Open to Public Inspection

Department of the Treasury Internal Revenue Service ► Complete if the organization answered 'Yes' on Form 990, Part IV, line 24a. Provide descriptions, explanations, and any additional information in Part VI.

► Attach to Form 990.

► Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization CTTY OF SANT

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

Employer identification number

31-1611044

Part I Bond Issues			·						<del>,</del>					
(a) Issuer name	(a) Issuer name (b) Issuer EIN (c) CUSIP # (d) Date issued (e) Issue price (f) Description of purpose		(f) Description of purpose		(f) Description of purpose			Defea	) ased	(h) beha issi	lf of	(i) P		
									Yes	No	Yes	No	Yes	No
A CITY OF SANTA CLARA	94-6000426	801400EK4	3/28/2013	19,57	1,640.	CENTRAL PAR	K LIBRARY	REFUNDING		Χ		X		
В														
С												<u> </u>		
D													ļ	<u>↓</u>
Part II Proceeds						7				<del></del>				
<b></b>					1		3	C					)	
1 Amount of bonds retired				1,9	13,29	97.		ļ						
2 Amount of bonds legally de	Teased			··						_				
3 Total proceeds of issue				19,5	71,64									
4 Gross proceeds in reserve t	tunds			$\frac{\cdot \cdot \cdot}{}$	03,63	37.		<u> </u>						
5 Capitalized interest from pr	oceeds													
6 Proceeds in refunding escre	0WS			<u>  18,4</u>	37,27									
7 Issuance costs from procee	eds			4	30,73	33.								
8 Credit enhancement from p	roceeds		, . , ,											
9 Working capital expenditure	es from proceeds													
10 Capital expenditures from p	proceeds													
11 Other spent proceeds														
12 Other unspent proceeds														
13 Year of substantial complet	tion						·							
				Yes	No	Yes	No	Yes	No		Ye	s	N	10
14 Were the bonds issued as par prior to 2018, a current refu				X										
15 Were the bonds issued as par prior to 2018, an advance r	rt of a refunding issue of taxaefunding issue)?	able bonds (or, if is	ssued		X									
16 Has the final allocation of p	proceeds been made?			X										
17 Does the organization main of proceeds?	ntain adequate books and r	ecords to suppor	t the final allocation	X										

Private Business Use	Λ Τ		В		С			
	Yes	A No	Yes	No No	Yes	No	Yes	D No
	162	NO	res	NO	res	NO	res	No
Was the organization a partner in a partnership, or a member of an LLC, which owned								
property financed by tax-exempt bonds?								
2 Are there any lease arrangements that may result in private business use of bond-financed property?						A STATE OF THE STA		
3a Are there any management or service contracts that may result in private business use of bond-financed property?								
<b>b</b> If 'Yes' to line 3a, does the organization routinely engage bond counsel or other outside counsel to review any management or service contracts relating to the financed property?								
c Are there any research agreements that may result in private business use of bond-financed property?								
<b>d</b> If 'Yes' to line 3c, does the organization routinely engage bond counsel or other outside counsel to review any research agreements relating to the financed property?								
4 Enter the percentage of financed property used in a private business use by entities other than a section 501(c)(3) organization or a state or local government		90		0/0		0/0		%
5 Enter the percentage of financed property used in a private business use as a result of unrelated trade or business activity carried on by your organization, another section 501(c)(3) organization, or a state or local government		06		0/0		%		90
<b>6</b> Total of lines 4 and 5		%		%		%		%
7 Does the bond issue meet the private security or payment test?								
8 a Has there been a sale or disposition of any of the bond-financed property to a nongovernmental person other than a 501(c)(3) organization since the bonds were issued?								
<b>b</b> If 'Yes', to line 8a, enter the percentage of bond-financed property sold or disposed of		%		0,0		8		9
c If 'Yes' to line 8a, was any remedial action taken pursuant to Regulations sections 1.141-12 and 1.145-2?								
9 Has the organization established written procedures to ensure that all nonqualified bonds of the issue are remediated in accordance with the requirements under Regulations sections 1.141-12 and 1.145-2?								
Part IV Arbitrage						·		
		Α		В		C		D
4 H H : (1   5   0000 T A   1)	Yes	No	Yes	No	Yes	No	Yes	No
1 Has the issuer filed Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate?		X						
2 If 'No' to line 1, did the following apply?								
a Rebate not due yet?	X							
<b>b</b> Exception to rebate?		Х						
c No rebate due?		Х						
If 'Yes' to line 2c, provide in Part VI the date the rebate computation was performed.								
3 Is the bond issue a variable rate issue?		X						
		- J				*		

	A		В		С		D	
4a Has the organization or the governmental issuer entered into a qualified hedge with respect to the bond issue?	Yes	No X	Yes	No	Yes	No	Yes	No
<b>b</b> Name of provider							1	
c Term of hedge								
d Was the hedge superintegrated?								
e Was the hedge terminated?								
5 a Were gross proceeds invested in a guaranteed investment contract (GIC)?		X						
<b>b</b> Name of provider				· · · · · · · · · · · · · · · · · · ·				
c Term of GIC							-	
d Was the regulatory safe harbor for establishing the fair market value of the GIC satisfied?								
6 Were any gross proceeds invested beyond an available temporary period?		Х						
7 Has the organization established written procedures to monitor the requirements of section 148?	Х							
Part V Procedures To Undertake Corrective Action								
as the organization established written procedures to ensure that violations of federal tax		Δ.		3	C	;	D	)
requirements are timely identified and corrected through the voluntary closing agreement program if self-remediation isn't available under applicable regulations?		No	Yes	No	Yes	No	Yes	No
						ı		

Part VI Supplemental Information. Provide additional information for responses to questions on Schedule K. See instructions

#### SCHEDULE O (Form 990 or 990-EZ)

### Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or 990-EZ.

► Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

Open to Public Inspection

Department of the Treasury Internal Revenue Service Name of the organization

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

Employer identification number 31-1611044

#### FORM 990, PART III, LINE 1 - ORGANIZATION MISSION

TO RENDER FINANCIAL ASSISTANCE TO THE CITY OF SANTA CLARA BY FINANCING, REFINANCING, ACQUIRING, CONSTRUCTING, IMPROVING, LEASING AND SELLING OF BUILDINGS, BUILDING IMPROVEMENTS, EQUIPMENT, AND OTHER PUBLIC IMPROVEMENTS, LANDS, AND ANY OTHER REAL OR PERSONAL PROPERTY FOR THE BENEFIT OF RESIDENTS OF THE CITY OF SANTA CLARA CALIFORNIA.

#### FORM 990, PART VI, LINE 11B - FORM 990 REVIEW PROCESS

THE CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION HAS ITS FORM 990 PREPARED BY AN OUTSIDE TAX PREPARER BASED ON INFORMATION PROVIDED BY THE CITY. THE FOLLOWING PROCESS OCCURS PRIOR TO THE FORM 990 FILING:

WHEN THE FORM 990 IS PREPARED, IT IS REVIEWED BY MANAGEMENT AND IS PRESENTED TO MEMBERS OF THE GOVERNING BODY PRIOR TO ITS SUBMISSION. THE GOVERNING BODY IS PROVIDED WITH AT LEAST 3 DAYS TO REVIEW THE PREPARED FORM 990 AND PROVIDE THEIR COMMENTS TO MANAGEMENT. THE FORM 990 IS THEN PRESENTED FOR ACCEPTANCE AT A SPECIAL CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION BOARD MEETING.

FORM 990, PART VI, LINE 19 - OTHER ORGANIZATION DOCUMENTS PUBLICLY AVAILABLE
ALL FORMAL DOCUMENTS ARE MADE AVAILABLE TO THE PUBLIC ON REQUEST.

2019

## CALIFORNIA FILING INSTRUCTIONS

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

31-1611044

#### **ELECTRONICALLY FILED:**

FORM 199 - 2019 CALIFORNIA EXEMPT ORGANIZATION ANNUAL INFORMATION RETURN WILL BE ELECTRONICALLY FILED UPON RECEIPT OF A SIGNED FORM 8453-E0.

#### PAYMENT:

THERE IS A BALANCE DUE OF \$10.

#### FORM TO FILE:

FORM 3586 - PAYMENT VOUCHER FOR E-FILED RETURNS

#### WHERE TO FILE:

FRANCHISE TAX BOARD P.O. BOX 942857 SACRAMENTO, CA 94257-0531

#### WHEN TO FILE:

AS SOON AS POSSIBLE.

## California Exempt Organization Annual Information Return

FORM

199

Calendar Ye	ear 2019 or fiscal year beginning (mm/dd/yyyy) 7/01/2019, and ending (mm/dd/yyyy) 6/30/	202	0 .		
Corporation/Or	ganization name CITY OF SANTA CLARA PUBLIC FACILITIES		California corporation number		
	FINANCING CORPORATION	12	2011023		
Additional infor	mation. See instructions.	F	EIN		
All of the same			31-1611044		
	(suite or room)	P	MB no.		
City WA	ARBURTON AVENUE State	Z	ip code		
SANTA C	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		95050-3713		
Foreign country	y name Foreign province/state/county		oreign postal code		
		-			
	Yes X No J If exempt under R&TC Section 23701d, has the organization engaged in political activities?				
B Amended	Return. Yes A No See instructions		Yes No		
C IRC Secti	on 4947(a)(1) trust		N/A		
D Final Info	rmation Return?    Surrendered (Withdrawn)   Marcael (Resease)   K   Is the organization exempt under R&TC Section	2270			
	Ssolved Surrendered (Wildrawn)   Merged/Reorganized   If "Yes," enter the gross receipts from	23/0	yes A No		
Enter date	: (mm/dd/yyyy) • nonmember sources	\$	1		
1	counting method:  L If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee	-			
	R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required.		• []		
	er 990 series M Is the organization a Limited Liability Company				
	proup filing? See instructions Yes X No N Did the organization file Form 100 or Form 109				
A. 11, 11, 11, 11, 11, 11, 11, 11, 11, 11	taxable income?	to rep	Yes X No		
H Is this or	ganization in a group exemption		IRS		
If "Yes," v	what is the parent's name? audited in a prior year?		, • Yes X No		
	P Is federal Form 1023/1024 pending?		Yes No		
1 Did the o	rganization have any changes to its guidelines Date filed with IRS				
	ted to the FTB? See instructions Yes X No				
Part I	Complete Part I unless not required to file this form. See General Information B and C.				
	1 Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	1,721,147.		
	2 Gross dues and assessments from members and affiliates	2			
Receipts	3 Gross contributions, gifts, grants, and similar amounts received	3			
Revenues	4 Total gross receipts for filing requirement test. Add line 1 through line 3.				
	This line must be completed. If the result is less than \$50,000, see General Information B	4	1,721,147.		
	5 Cost of goods sold				
	6 Cost or other basis, and sales expenses of assets sold   6	-			
	7 Total costs. Add line 5 and line 6	7	4 204 142		
	8 Total gross income. Subtract line 7 from line 4	9	1,721,147.		
Expenses	9 Total expenses and disbursements. From Side 2, Part II, line 18.	10	2,502,739.		
	10 Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	11	-781,592.		
	11 Total payments.	12			
	[2] [2] - [2] [2] [2] [2] [2] [2] [2] [2] [2] [2]	13			
	[[마다] [[ր다] [[րt] [[րt] [[րt] [[րt] [[rt]	14			
Filing Fee	14 Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	15	4.5		
ree	15 Filing fee \$10 or \$25. See General Information F.		10.		
	16 Penalties and Interest, See General Information J	16			
	17 Balance due. Add line 12, line 15, and line 16. Then subtract line 11 from the result.	17	10.		
Sign	Under penalties of perjury: I declare that Linux examined this return, including accompanying schedules and statements, and to the best correct, and complete, headwration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.	t of my	knowledge and belief, it is true,		
Here	Signature Date	12	Telephone		
		_	(408) 615-2368 • PTIN		
2.46	Preparer's Signature  Date  3.27.2021  Check if self-employed employed		P00283083		
Paid Preparer's			● Firm's FEIN		
Use Only	Firm's name (or yours, if 478 BUSKIRK AVE STE 215		94-2590179		
	(or yours, if an eli-employed) and address PLEASANT HILL, CA 94523		• Telephone		
	EDEMONIAL RIDE, ON 94323	925-930-0902			
	May the FTB discuss this return with the preparer shown above? See instructions	_	X Yes No		
	May the FTB discuss this return with the preparer shown above? See instructions	F 1 0	X Yes No		

059

31-1611044

CITY OF SANTA CLARA PUBLIC FACILITIES

Part || Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts — complete Part || or furnish substitute information

		egardiess of amount of gross rece	sipis – complete ratt ii oi lum	SII SUDSULULE IIIIOIIIIAUOII			
		1 Gross sales or receipts from	m all business activities. See	instructions		1	
		2 Interest				2	10,673.
		<b>3</b> Dividends				3	
Receip from	ots	4 Gross rents				4	
Other		5 Gross royalties				5	
Source	es	· · · · · · · · · · · · · · · · · · ·	m sale of assets (See Instru			6	
			dule			7	1,710,474.
			other sources. Add line 1 through li			8	1,721,147.
	ł		milar amounts paid. Attach schedule	<del>-</del>		9	<u> </u>
			embers			10	
	- 1		directors, and trustees. Attac			11	
	- 1					12	0.
Expen and	ses .	•					
and		_				13	643,739.
Disbui		• •			_	14	
		•	,			15	
			(See instructions)			16	
	'		rsements. Attach schedule			17	1,859,000.
			s. Add line 9 through line 17. Enter h		9	18	2,502,739.
Sche	dule	L Balance Sheet	Beginning o	f taxable year	End	of taxa	ıble year
Assets	5		(a)	(b)	(c)		(d)
				1,506,485.		•	724,893.
		unts receivable				•	
		receivable				• • • • • • • • • • • • • • • • • • •	
-		9\$					
		nd state government obligations					
		nts in other bonds	A Control of the Cont				
-		nts in stock	The state of the s				
		loans	PERSONAL PROPERTY OF CONTROL FOR A CONTROL F				
-		estments. Attach schedule					
		ole assets				130	
		umulated depreciation	CHARLES CONTROL STORY OF THE STORY OF THE			transval 🗸	
				17 551 004		•	15 627 007
		ets. Attach schedule		17,551,284.			15,637,987.
		sets		19,057,769.			16,362,880.
		d net worth					
		payable				•	
15	Contribut	ions, gifts, or grants payable					
16 B	Bonds an	d notes payable	p.i 5	14,462,284.			13,542,987.
		s payable					
		pilities, Attach schedule		3,089,000.			2,095,000.
		ock or principal fund		1,506,485.			724,893.
		r capital surplus. Attach reconciliation .					
		earnings or income fund bilities and net worth		10 057 700			16,362,880.
				19,057,769.			10,302,000.
Sche	auie		ne per books with income pendule if the amount on Schedule		s less than \$50,000		
	lot incon	ne per books			books this year not incl	udod I	
		ne per books		<b>-</b>	h schedule	ļ	
		capital losses over capital gains		8 Deductions in this		· · ·	
_		ot recorded on books this year.	e this year.				
		hedule				•	was assumed the control of the desired of the control
		recorded on books this year not deduct			nd line 8		
		turn. Attach schedule		10 Net income per			
6 T	otal. Add	d line 1 through line 5	<b>-781,592</b>	. Subtract line 9	from line 6		-781,592.

#### IF PAID ELECTRONICALLY: DO NOT FILE THIS FORM

WHERE TO FILE: Using black or blue ink, make check or money order payable to the "Franchise Tax Board." Write the California corporation number, FEIN, or CA SOS file number and "2019 FTB 3539" on the check or money order. Detach form below. Enclose, but do not staple, the payment with the form and mail to:

FRANCHISE TAX BOARD PO BOX 942857 SACRAMENTO CA 94257-0531

Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution.

WHEN TO FILE: Calendar year C corporations - File and Pay by April 15, 2020

Calendar year S corporations - File and Pay by March 16, 2020 Calendar year exempt organizations — File and Pay by May 15, 2020

Employees' trust and IRA - File and Pay by April 15, 2020

Fiscal year filers - See instructions

When the due date falls on a weekend or holiday, the deadline to file and pay without penalty is extended to the next business day.

ONLINE SERVICES: Make payments online using Web Pay for Businesses. Corporations or exempt organizations can make an immediate payment or schedule payments up to a year in advance. Go to ftb.ca.gov/pay for more information.

\_ DETACH HERE \_ \_ \_ \_ \_ IF NO PAYMENT IS DUE, DO NOT MAIL THIS FORM \_ \_ \_ \_ \_ DETACH HERE \_ \_ \_ \_ CAUTION: You may be required to pay electronically, see instructions.

TAXABLE YEAR 2019

## **Payment for Automatic Extension** for Corporations and Exempt Organizations

CALIFORNIA FORM

3539 (CORP)

3

19 2011023 31-1611044 00000000000 FORM CITY TYE 06-30-2020 07-01-2019

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

KENN LEE

1500 WARBURTON AVENUE

95050-3713 SANTA CLARA CA

(408) 615-2368

AMOUNT OF PAYMENT

10.

CACZ0401L 12/14/19

059

6141196

FTB 3539 2019

2019

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## **CALIFORNIA STATEMENTS**

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

PAGE 1

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STATEMENT 1 FORM 199, PART II, LINE 7 OTHER INCOME

PROGRAM SERVICE REVENUE. \$ 1,710,474.

TOTAL \$ 1,710,474.

#### STATEMENT 2 FORM 199, PART II, LINE 11 COMPENSATION OF OFFICERS, DIRECTORS, TRUSTEES AND KEY EMPLOYEES

#### **CURRENT OFFICERS:**

NAME AND ADDRESS	TITLE AND AVERAGE HOURS PER WEEK DEVOTED	COMPEN-	CONTRI- BUTION TO EBP & DC	ACCOUNT/
KATHLEEN WATANABE 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	\$ 0.	\$ 0.	\$ 0.
DEBI DAVIS 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	0.	0.	0.
RAJ CHAHAL 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	0.	0.	0.
KAREN HARDY 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	VICE PRESIDENT 0.50	0.	0.	0.
TERESA O'NEILL 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	BOARD MEMBER 0.50	0.	0.	0.
LISA M. GILLMOR 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	PRESIDENT 0.50	0.	0.	0.
DEANNA J. SANTANA 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	EXECUTIVE DIR. 0.10	0.	0.	0.
KENN LEE 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	DIR. OF FINANCE 0.10	0.	0.	0.
NORA PIMENTAL 1500 WARBURTON AVENUE SANTA CLARA, CA 95050-3713	SECRETARY 0.10	0.	0.	0.
	TOTAL	\$ 0.	\$ 0.	\$ 0.

2019

### CALIFORNIA STATEMENTS

CITY OF SANTA CLARA PUBLIC FACILITIES FINANCING CORPORATION

PAGE 2

31-1611044

STATEMENT 3 FORM 199, PART II, LINE 17 OTHER EXPENSES

PRINCIPAL DEBT PAYMENTS.....

\$ 1,859,000. TOTAL \$ 1,859,000.

STATEMENT 4 FORM 199, SCHEDULE L, LINE 12 OTHER ASSETS

NET INVESTMENT IN LEASE.....

15,637,987. 15,637,987. TOTAL \$

**STATEMENT 5** FORM 199, SCHEDULE L, LINE 16 **BONDS AND NOTES PAYABLE** 

TAX-EXEMPT BONDS

BALANCE DUE

PURPOSE OF ISSUE:

CENTRAL PARK LIBRARY REFUNDING

ISSUE DATE:

3/28/2013 19,571,640. FORM 8038-G

ORIGINAL ISSUE AMOUNT: TYPE OF FORM FILED: FORM 8038 FILING DATE:

3/28/2013

OUTSTANDING ISSUE AMT:

13,542,987.

TOTAL TAX-EXEMPT BONDS \$ 13,542,987.

TOTAL NOTES AND BONDS PAYABLE \$ 13,542,987.

**STATEMENT 6** FORM 199, SCHEDULE L, LINE 18 OTHER LIABILITIES

LEASE AGREEMENT WITH CITY OF SANTA CLARA.....

2,095,000. 2,095,000. TOTAL \$



## City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-260 Agenda Date: 4/20/2021

## REPORT TO PUBLIC FACILITIES FINANCING CORPORATION (PFFC)

#### **SUBJECT**

Action on the Federal and State Income Tax Exempt Reporting for Fiscal Year 2019/2020

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

### **BACKGROUND**

The City Council established the City of Santa Clara Public Facilities Financing Corporation (PFFC) in 1997 mainly to render financial assistance to the City of Santa Clara by financing, refinancing, acquiring, constructing, improving, leasing and selling of buildings for the benefit of residents of the City of Santa Clara. The PFFC was the issuing agency for the 1997 Police Administration Building Project Certificates of Participation (COPs), which was refunded on July 13, 2010 by the 2010 Lease Agreement between the City of Santa Clara and the City of Santa Clara PFFC for the use of the Police Administration Building; and the 2002 COPs, Series A Bonds which were refunded March 28, 2013 by the 2013 Refunding COPs for the purpose of constructing the City's Central Park Library. Debt Service on the lease and COPs is secured by lease payments made by the City to the PFFC in exchange for the use of the Police Administration Building and Library.

Established as a tax exempt organization, the PFFC is required to file the Internal Revenue Service (IRS) Form 990 annually. The Form 990 is required to be accepted by the organization's governing body prior to its filing. Once approved by the Board, it will be transmitted to the IRS. This tax form should be filed by the 15<sup>th</sup> day of the 5<sup>th</sup> month (November 15<sup>th</sup>) after the end of the City's accounting period of June 30<sup>th</sup>. However, the City's Comprehensive Annual Financial Report (CAFR) was not completed until December 2020 and an extension was requested and granted by the IRS. The revised deadline to file the 2019-2020 fiscal year Form 990 is now May 15, 2021.

#### DISCUSSION

The IRS Form 990 is the reporting form that federally tax-exempt organizations must file with the IRS each year. This form allows the IRS and the public to evaluate a nonprofit's operations. As an organization exempt from income tax, the Public Facilities Financing Corporation (PFFC) is required to file Form 990 under section 501(c) of the Internal Revenue Code. The form is referred to by the IRS as the year beginning the fiscal year, in this case 2019.

The PFFC is also required to file the State of California Franchise Tax Board Form 199, Exempt Organization Annual Information Return, which is the State's equivalent to the IRS Form 990.

A copy of both the 2019 Form 990 (Attachment 1) and Form 199 (Attachment 2) for the period commencing July 1, 2019 and ending June 30, 2020, prepared by a certified public accounting firm (Maze & Associates) on the City's behalf, are made available to the public on the City's website and

21-260 Agenda Date: 4/20/2021

at the City Clerk's Office.

#### **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

Preparation of IRS Form 990 and State Form 199 was included in the cost of the contract with the City's external auditor, Maze & Associates, at a cost of \$1,053, and there is also a \$10 filing fee to file the similar California version of the Form (Form 199) with the Franchise Tax Board.

#### **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 <a href="mailto:clerk@santaclaraca.gov">clerk@santaclaraca.gov</a> <a href="mailto:clerk@santaclaraca.gov">clerk@santaclaraca.gov</a>.

#### RECOMMENDATION

Authorize the City Manager, or her designee, to file the 2019 Internal Revenue Service Form 990 (Return of Organization Exempt from Income Tax) and the State of California Form 199 (Exempt Organization Annual Information Return) on behalf of the City of Santa Clara Public Facilities Financing Corporation.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, Executive Director

#### **ATTACHMENTS**

1. 2019 Federal Form 990

2. 2019 State Form 199



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-544 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Informational Report Responding to Council Questions Regarding Parking Maintenance District No. 122 - Franklin Square

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

Item 4J on the Council's April 20, 2021 agenda was the Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square (PMD 122). The Resolution of Intention is the first step in the process of levying the annual assessment for the Franklin Square maintenance district. It specifies the proposed amount of the assessment, explains the method upon which the assessment is calculated, accepts a report by the Public Works Director containing the supporting details of the assessment, and establishes the time and date for the Public Hearing, after which the Council can adopt a second resolution formally approving the assessment so that it may be collected with the property tax rolls.

During discussion of the item, Council deferred the Resolution of Intention and directed staff to return with a separate report covering the following items:

- What happens if Council does not approve next year's assessment for PMD 122?
- What is the process for increasing the assessment for PMD 122?
- What is the process for dissolving PMD 122?

#### DISCUSSION

Staff from the Department of Public Works, City Attorney's Office, and City Manager's Office have reviewed the questions and have also discussed them with an outside consultant.

#### History of PMD 122

The City Council established PMD 122 in 1965 according to the Maintenance District provisions of City Code (which in turn adopts state law, the Improvement Act of 1911, codified in the Streets & Highway Code). The City Council has modified PMD 122 over the years, most notably in 1996 and 2003. In each instance the Council's action reduced the amount of the assessment collected from the property owners in the district for operations and maintenance costs. In 1996, the Council reduced the property owners' share of operations and maintenance costs from 100% to 75%, with the City assuming responsibility for the balance. In 2003, the Council further reduced the property owners share of operations and maintenance costs, with the City assuming responsibility for 100% of operation and maintenance costs. Property owners in the district pay \$14,200 minus any accrued interest on the previous years' balance toward "exceptional maintenance and improvements," i.e.

21-544 Agenda Date: 5/4/2021

capital improvements. The \$14,200 assessment amount is apportioned among the property owners based on the gross floor area of their property.

In reviewing the City's records, staff also discovered that in 2002 the Council considered and rejected a motion to dissolve the district before ultimately approving the \$14,200 annual assessment. The 2003 method for apportioning costs and calculating the assessment remains in place today.

Separately, the legal landscape for assessment districts changed significantly in 1996 when the voters of California passed Proposition 218. Proposition 218 established a number of far-reaching changes in how local government could impose property-related fees and charges.

For present purposes, the key takeaway is that before Proposition 218, the City Council had complete discretion to determine the costs to operate and maintain the improvements in the assessment district, and how much of those costs shall be borne by the property owners each year. After Proposition 218, if the City wanted to increase the assessment, that increase became subject to approval of the majority of property owners within the district.

The following are the responses to the specific questions raised by City Council and follows up on the discussion that took place at the April 20 meeting.

What happens if Council does not approve next year's assessment for PMD 122? If the City Council does not approve the Resolution of Intention to levy the PMD 122 Assessment for Fiscal Year 2021/22 and establish a Public Hearing to approve the Director's Report, then no assessment can be collected for Fiscal Year 2021/22. However, PMD 122 would remain in place and Council could still authorize assessments in future fiscal years.

PMD 122 has approximately \$133,000 of remaining assessment funds. These funds would continue to be available for capital improvement costs.

What is the process for increasing the assessment for PMD 122?

As mentioned above, if Council proposes an increase to the current assessment, the City would be required to follow the procedures in Proposition 218. This procedure consists of: (1) a mailed notice and ballot to all of the property owners within the district. The mailed notice must specify the amount of the increased assessment and an explanation of how that amount is calculated, as well as the date and time of a public hearing; (2) a public hearing at least 45 days after the date of the mailed notice to consider any protests and tabulate the ballots; and, (3) tabulation of the ballots weighted according to the amount of the assessment to be paid. If the majority of ballots are in favor of an increase, then the City Council can adopt the resolution increasing the assessment. If the majority of ballots protest the increase, then City Council could <u>not</u> increase the assessment. Council may not overrule the majority protest.

What is the process for dissolving PMD 122?

Proposition 218 does not govern the dissolution of PMD 122 because dissolution has the effect of eliminating, rather than increasing, the assessment. Therefore, only the City Code and Streets and Highways Code would apply. Under those laws, dissolution is not subject to the approval of property owners within the district. The Council can dissolve the maintenance district by: (1) adopting a resolution of intention to dissolve the district; (2) between 10 and 30 days later, conducting a public hearing on the dissolution; and, (3) adopting a resolution dissolving the district. A resolution

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dissolving the district would only need a simple Council majority to pass. If Council votes to dissolve PMD 122, extraordinary maintenance activities can continue to utilize PMD 122 assessment funds until the balance is exhausted. After the funds are exhausted the City would be required to fund the extraordinary maintenance in its entirety.

Staff notes that as a practical matter, dissolution would merely eliminate the property owners' assessments as a funding source for capital improvement costs. Dissolution would not relieve the City's responsibility for upkeep and maintenance of the City-owned improvements at the Franklin Square Mall.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

#### FISCAL IMPACT

There is no impact to the City other than administrative staff time and expense.

#### COORDINATION

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

#### PUBLIC CONTACT

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

Reviewed by: Craig Mobeck, Director of Public Works

Reviewed by: Brian Doyle, City Attorney

Approved by: Deanna J. Santana, City Manager



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-648 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Adoption of a Resolution of Intention for Parking Maintenance District No. 122 - Franklin Square

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### **BACKGROUND**

Parking Maintenance District No. 122 (PMD 122) was formed in 1965 for the parking lots, arcades, fountains, sidewalks, landscaping, irrigation, lights, and utilities within Franklin Square, which is bounded by Benton Street, Homestead Road (formerly known as Liberty Street), Monroe Street, and Jackson Street. There have been several changes in how maintenance and operations costs have been collected over the years and in 2002 the City Council passed a motion at a public hearing in which the City assumed all future costs for operation and maintenance and in May 2003 adopted Resolution 7026. Under the collection method contained in Resolution 7026, the property owners contribute annually to pay for capital repairs of the parking lot and associated walkways. The fixed annual contribution from the property owners totals \$14,200, less the earned interest on the accumulating balance. The City, through the General Fund, is responsible for covering the costs for annual maintenance and operations of PMD 122 and that has continued to be the arrangement through the present day.

#### DISCUSSION

Adoption of the proposed resolution is the initial step necessary to set the annual budget for PMD 122. The approval process requires the preparation of a Director's Report (Attachment 1) explaining the preparation and basis of assessments; publication and posting of a Notice of Public Hearing (Attachment 2); and holding a public hearing on the annual assessments. Following approval of the subject Resolution of Intention (Attachment 3), each property owner will be sent a letter containing the proposed FY 2021/22 assessment and details on a June 22, 2021 public hearing to approve the assessments.

The proposed FY 2021/22 assessment to property owners will be \$10,561. Accrued interest earned in FY 2019/20 in the amount of \$3,639 will be used to reach the \$14,200 annual requirement. These funds are placed into an account that generates interest income and are used to pay for capital repair projects as needs arise. At the close of FY 2019/20, the interest-bearing account contained \$132,116.

The total preliminary proposed FY 2021/22 expenditure budget for PMD 122 is \$130,800, which is \$21,962 less than the FY 2020/21 expenditure budget and reflects the reduction of street sweeping service and deactivation of fountains that was approved by Council on March 9, 2021. The operating budget includes funding for routine maintenance and operation performed by the Department of Public Works as well as contractors, which is all funded by the General Fund. This includes regular

21-648 Agenda Date: 5/4/2021

maintenance for landscaping, trees, fountains and parking lot/walkway sweeping. There are no proposed Capital project expenditures for parking lots and associated walkways in FY 2021/22. Both parking lots at the complex were resurfaced and striped during the summer of 2019. The work was funded by previously collected property owner assessments.

Pursuant to the 2002 City Council action, staff is recommending the adoption of the subject Resolution of Intention, setting a public hearing date of June 22, 2021 to approve the Director's Report for FY 2021/22, and the authorization of the publication and posting of the public hearing. The assessments to the property owners cannot be sent out until the Director's Report is approved at a public hearing.

A conference call with the property owners to discuss these requirements has been scheduled for May 17, 2021. Notices for the public hearing will be sent out following adoption of the subject Resolution of Intention.

#### Process for Modifications to PMD 122

Councilmember Jain posed a question regarding the process the City would need to follow for modifying the formula for levying the assessment upon PMD 122. This section provides a high-level overview of that process.

Any decision by the Council to increase the assessment, e.g. to increase the property owners' share of operation and maintenance and capital costs or to modify the formula used to calculate the amount of the assessment levied on any individual parcel must follow the assessment balloting procedure required by Proposition 218. That procedure consists of three basic steps.

- (1) Notice to Property Owners- Mailed notice of the proposed modification to the 11 property owners within PMD 122. The notice must contain the following information: the total amount to be assessed for across PMD 122, the amount chargeable to each parcel individually, the duration of the payments, the basis upon which the assessment was calculated, the date, time, and location of the public hearing on the proposed modification, and a ballot on which the owner can indicate support for or opposition to the proposed modification.
- (2) Public Hearing- At least 45 days after the date of the mailed notice, the Council must hold a public hearing to consider protests and tabulate the ballots on the proposed assessment.
- (3) Ballot Tabulation- Ballots are weighted according to the proportional financial obligation of the affected property. For PMD 122, the assessments are calculated based on gross floor area of the building(s) on each parcel and therefore the ballots would be weighted accordingly. If the ballots submitted in opposition exceed the ballots submitted in support, then the City may not impose the modified assessment.

As stated during the April 20 Council meeting, staff is very much aware of the referral regarding the inquiry of how to modify the PMD: however, there was not direction at that time to suspend the PMD and to properly notice impacted participants. Council direction was to obtain response from the FPPC (see next paragraph) and, upon that, provide additional information to the Council for taking action. Staff notes that given the lead time required to prepare the analysis, mailed notice, and ballots, if the Council wished to consider any modification, the earliest it could do so would be next year for the assessment imposed in FY 2022/23. This provides adequate notice to PMD participants about any action the Council may take.

21-648 Agenda Date: 5/4/2021

At the time that the question was posed, the City Attorney's Office noted that it would request advice from the FPPC about whether Government Code 1090 would prevent the Council from taking action because the Mayor is an owner of several parcels within the Assessment District. The FPPC declined to provide formal advice in response to the request. Although there is an indication that the "rule of necessity" would allow the Council to make decisions on the maintenance district, the City Attorney's Office does not provide advice on the application of Government Code Section 1090 independent of advice that has been rendered by the Office of the Attorney General or the FPPC.

#### **ENVIRONMENTAL REVIEW**

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

#### FISCAL IMPACT

Approval of the proposed assessment maintains the funding source for future capital repairs to parking lots and walkways located within Franklin Square. The City's General Fund remains as the funding source for routine maintenance and operating costs for the Downtown Parking Maintenance District. The total proposed FY 2021/22 expenditure budget for Parking Maintenance District No. 122 is \$130,800 subject to appropriation of funds.

#### COORDINATION

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

#### PUBLIC CONTACT

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

#### RECOMMENDATION

- Adopt a Resolution of Intention to order that the alternative method for the levy of benefit assessment be made applicable to the City of Santa Clara Parking Maintenance District No. 122;
- 2. Set a hearing date of June 22, 2021 to approve the Director's Report FY 2021/22; and
- 3. Authorize the publication, mailing, and posting of the Notice of Public Hearing as stated in the Resolution of Intention.

Reviewed by: Craig Mobeck, Director of Public Works Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

- 1. Director's Report FY 2021/22
- 2. Notice of Public Hearing
- 3. Resolution of Intention

# DIRECTOR'S REPORT CITY OF SANTA CLARA PARKING DISTRICT NO. 122 MAINTENANCE DISTRICT

FISCAL YEAR 2021/22

June 22, 2021

#### **ASSESSMENT FORMULA**

Fiscal Year 2021/22 City of Santa Clara, California

#### Parking District No. 122 Maintenance District

The formula upon which the annual assessment levy, for the payment of the costs and expenses of maintaining and operating the improvements, and providing funds for future parking lots and associated walkways, exceptional maintenance and improvements, within Parking District No. 122 Maintenance District, including the costs and expenses incidental thereto, will be apportioned according to benefits among the several lots or parcels of property within the Maintenance District for the Fiscal Year 2021/22 is as follows:

- Costs and expenses are to be shared between the City and property owners as below:
  - a. City shall pay for the operation and maintenance cost on a 100% basis.
  - b. Property owners shall pay \$14,200 annually, less interest from prior years' property owners operation and maintenance assessments as of June 30, 2002, to be kept in a fund to be used towards future exceptional maintenance and improvements of parking lots and associated walkways and appurtenances.
- Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.
- For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or mezzanine floor and any basement area.

#### **DIRECTOR'S REPORT**

ASSESSMENT for Fiscal Year 2021/22 City of Santa Clara, California

#### Parking District No. 122 Maintenance District

I, Craig Mobeck, Director of Public Works for the City of Santa Clara, California, pursuant to the provisions of Section 16.10.490 of the Code of the City of Santa Clara, hereby make this report and following benefit assessment to cover the costs and expenses of maintaining and operating the improvement within Parking District No. 122 Maintenance District of said City, including the costs and expenses incidental thereto, to be paid by said Maintenance District.

The amount to be paid therefor by said Maintenance District for the Fiscal Year 2021/22 is as follows:

<u>Expenditures</u>	As Preliminarily <u>Approved</u>	As Finally <u>Approved</u>
Routine Maintenance & Operation	\$ 130,800.00	
Exceptional Maintenance and Repairs	\$ 0.00	\$0.00
TOTAL COST	\$ 130,800.00	
Funding for FY 2021/22 Expenditures		
Exceptional Maintenance & Improvement From Fund Balance Reserve	\$0.00	\$0.00
Contribution from City General Fund (001)	\$ 130,800.00	
TOTAL	\$ 130,800.00	
Property Owner Assessment		
Owner's Annual Assessment	\$14,200.00	\$14,200.00
Less Accrued Interest of Owner's Fund Balance	[\$3,639.00]	[\$3,639.00]
TOTAL NET ASSESSMENT (Goes to Fund Balance Reserve)	\$10,561.00	\$10,561.00

And I do hereby assess and apportion the amount said costs and expenses, including the costs and expenses incidental thereto, upon the several lots or parcels of property liable therefor and benefited thereby, in proportion to the benefits to be received by such lots or parcels of property, from the maintenance and operation thereof and more particularly set forth in the list hereto attached and by reference made a part hereof.

Each lot or parcel of land is described in the assessment list by reference to its parcel number as shown on the assessor's maps of the County of Santa Clara for the Fiscal Year 2021/22 to the right of the parcel numbers and include all of such parcel.

Dated:	
	Craig Mobeck, Director of Public Works

#### **BUDGET**

Fiscal Year 2021/22 City of Santa Clara, California

## Parking District No. 122 Maintenance District

<u>Expenditures</u>	As Preliminarily <u>Approved</u>	As Finally Approved	
Maintenance & Operation:	\$ 130,800.00		Labor, materials, supplies, and equipment to maintain Parking Maintenance District No. 122 including, but not limited to water, sewer, and electrical costs, sweeping of parking lots and mall area, maintenance of pavement, striping, landscaping, mall fountains, City supervision (50% of labor and fringe benefits of Street Maintenance Worker III).
Exceptional Maintenance and Improvements of Parking Lots and Associated Walkways	\$ 0.00	\$0.00	

TOTAL COST \$ 130,800.00

# Funding for FY 2021/22 Expenditure

Owner's Reserve for Exceptional Maintenance & Improvement Fund Balance:

inprovement Fund Balance: [\$ 0.00] [\$0.00]

Contribution from City

General Fund (001): [\$ 130,800.00]

Owner's Annual

Assessment \$14,200.00 \$14,200.00

Less Accrued Interest on

Owners' Fund Balance: [\$3,639.00] [\$3,639.00]

Total Net Assessment: \$10,561.00 \$10,561.00

# **ASSESSMENT**

## Fiscal Year 2021/22 City of Santa Clara, California

# Parking District No. 122 Maintenance District

Name & Address of Owner	Assessor's Parcel Number	(2) As Finally Confirmed	(1) As Preliminarily Approved	Gross Floor Area (sq. ft.)	% of Total Floor Area
Green Valley Corporation 777 N. First Street, Unit 500 San Jose, CA 95112	269-22-111	\$2,207.99	\$2,207.99	13,305.22	20.907
Ramiro Hermosillo Trust 3121 Riddle Rd. San Jose, CA 95117	269-22-110	\$1,167.30	\$1,167.30	7,034.13	11.053
John C. & Catherine E. De Martini, Trustee 477 9 <sup>th</sup> Avenue Ste 107 San Mateo, CA 94402	269-22-108	\$1,412.85	\$1,412.85	8,513.76	13.378
David DeLozier Trustee & Et al. 1162 Carmel Way Santa Clara, CA 95050	269-22-098	\$1,235.64	\$1,235.64	7,445.88	11.700
John Frey Trustee & Et al. 4221 Five Mile Drive San Jose, CA 95132	269-22-103	\$ 230.23	\$ 230.23	1,387.35	2.180
Celine Yuen-Wan Chan Trustee 3557 Chablis Circle San Jose, CA 95127	269-22-102	\$ 132.86	\$ 132.86	800.59	1.258
Ross L. Peterson Et al. 1365 Main St Santa Clara, CA 95050	269-22-105	\$ 332.56	\$ 332.56	2,004.02	3.149

## **ASSESSMENT**

## Fiscal Year 2021/22 City of Santa Clara, California

# Parking District No. 122 Maintenance District

Name & Address of Owner	Assessor's Parcel Number	(2) As Finally Confirmed	(1) As Preliminarily Approved	Gross Floor Area (sq. ft.)	% of Total Floor Area
Robert Freitas Et al. 255 Washington Street Milpitas, CA 95035	269-22-104	\$ 276.28	\$ 276.28	1,664.82	2.616
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-113	\$ 357.07	\$ 357.07	2,151.67	3.381
Warren Mitchell Et al. 16200 Greenwood Ln Monte Sereno, CA 95030	269-22-106	\$1,323.61	\$1,323.61	7,976.00	12.533
Vitarelli Family LP 925 Circle Drive Santa Clara, CA 95050	269-22-101	\$ 365.94	\$ 365.94	2,205.13	3.465
Vitarelli Family LP 925 Circle Drive Santa Clara, CA 95050	269-22-100	\$ 204.67	\$ 204.67	1,233.34	1.938
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-115	\$1,000.02	\$1,000.02	6,026.07	9.469
Gillmor Properties LLC 1201 Franklin Mall Santa Clara, CA 95050	269-22-114	\$ 313.98	\$ 313.98	1,892.02	2.973
TOTAL		\$10,561.00	\$10,561.00	63,640.00	100%

I, the Assistant City Clerk of the City of foregoing assessment in the amounts set forth blank, in which event the amounts in Column confirmed by the City Cou, 2021.	in Column (2) unless Column (2) is (1) apply, was approved and
A	ora Pimentel, MMC ssistant City Clerk ity of Santa Clara
I, the County Auditor of the County of foregoing assessment was filed in my office on _	
C	ounty Auditor, County of Santa Clara

#### City of Santa Clara Notice of Public Hearing

Regarding the Levy of Benefit Assessment Applicable to the Santa Clara Parking Maintenance District No. 122, and Approval of Distribution of Director's Report Fiscal Year 2021/22

Notice is hereby given that the Director of Public Works has requested a report, in writing, to be prepared and filed with the City Clerk, which provides the basis for the levy of benefit assessments for the costs of maintenance and operation on all lots or parcels of property within said maintenance district. Said report sets forth the amounts to be provided in the budget for maintenance and operation; a description of each lot or parcel of property in the maintenance district, by a legal description, assessor's parcel number or other description sufficient to identify the same; and the amount of assessment to be levied for the fiscal year 2021/22 against each lot or parcel of property. Said report is open to public inspection.

Said report will be heard by the Council at its meeting to be held on Tuesday, June 22, 2021, at 4:00 p.m. or as soon as thereafter as the matter may be heard during the regular meeting held virtually via Zoom consistent with State of California Executive Order N-29-20, at which time said Council will examine said report and hear all persons interested therein.

Meeting access:

https://santaclara.zoom.us/j/99706759306 Meeting ID: 997-0675-9306

Phone: 669-900-6833 or 877-853-5257 (Toll Free)

Any interested owner, objecting to the amount of the assessment on any lot or parcel of property owned by him, may file with the City Clerk at or before the hour fixed for hearing a protest, in writing, signed by him, describing the lot or parcel of property so that it may be identified, and stating the grounds of his/her protest, and may appear at said hearing and be heard in regard thereto.

#### Americans with Disabilities Act (ADA)

The public hearing location is accessible by wheelchair and public transportation. People with impaired speech or hearing may call (408) 615-2490 through 711 the nationwide Telecommunications Relay Service. The California Relay Service can also be reached in Spanish for both TDD and voice at 1-866-833-4703. If you need sign or other interpretation, please call (408) 615-2490 at least one week in advance of the hearing. Reasonable modifications in policies, procedures and/or practices will be made as necessary to ensure access for all individuals with a disability or with limited English proficiency. For more information, contact the City's ADA Coordinator in the Department of Public Works at (408) 615-3000.

Citizens are encouraged to attend the hearing and may submit written and/or oral comments directly to the City Clerk, 1500 Warburton Avenue, Santa Clara, California, 95050; telephone (408) 615-2220.

Nora Pimentel, MMC, Assistant City Clerk

#### RESOLUTION NO. \_\_\_\_

A RESOLUTION OF THE CITY OF SANTA CLARA. CALIFORNIA. OF INTENTION TO ORDER THAT THE ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO CITY OF SANTA CLARA PARKING MAINTENANCE DISTRICT NO. 122, PROVIDING FOR NOTICE OF HEARING THEREON, APPROVING THE DIRECTOR'S REPORT DISTRIBUTION, AND PROVIDING FOR NOTICE OF HEARING ON DIRECTOR'S REPORT FOR FISCAL YEAR 201/22

#### BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of the Streets and Highways Code of the State of California, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Chapter 16.10 of the Code of the City of Santa Clara, on the 30th day of March, 1965, this Council adopted its Resolution No. 1581, a Resolution creating "City of Santa Clara Parking Maintenance District No. 122" ("Parking Maintenance District") in the City for the purpose of paying the costs and expenses of acquiring, constructing, reconstructing, installing, extending, enlarging, repairing, improving, maintaining and operating public automobile parking places. covered pedestrian lanes and walkways, fountains, and landscaping therein then existing or thereafter to be constructed in and for the Parking Maintenance District, and of benefit to said maintenance district, but not of benefit to the City of Santa Clara as a whole, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions, improvements and enlargements thereto which may thereafter be made;

WHEREAS, said proceedings provided that this Council shall, in addition to all other

taxes, annually fix and levy a special assessment tax upon the real property (land and improvements) within the Parking Maintenance District as therein provided, sufficient to raise a determined amount of money to pay all or part of said costs of maintenance and operation;

**WHEREAS**, the Council shall decide whether or not the costs of maintenance and operation of said public improvements shall be borne wholly or partially by the property owners within said Parking Maintenance District;

**WHEREAS**, on the 8th day of April, 1980, this Council adopted its Ordinance No. 1401 providing for an alternative method for annually fixing and levying a special benefit assessment within maintenance districts within the City for said purpose;

WHEREAS, on the 16th day of January, 1996, this Council adopted its Resolution No. 6105 ordering that seventy-five (75%) percent of the costs and expenses of maintaining and operating said public improvements beginning with fiscal year 1996-97, within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within the Parking Maintenance District benefited thereby in accordance with the formula set forth, and that the City shall be responsible for the balance of the costs and expenses;

**WHEREAS,** on June 26, 1996, sufficient Ballots were received to approve the continuation of the Parking Maintenance District;

**WHEREAS,** on the 9th day of July, 2002, this Council, after a public hearing on the determination of the allocation of maintenance and operation costs and annual

assessments, passed a motion wherein, due to the benefit to the public and the City of the improvements, the City assumed all future costs for operation and maintenance of Parking Maintenance District No. 122 and the property owners would contribute \$14,200 annually, less earned interest on the accumulating balance, to pay for capital repairs of the parking lots and associated walkways;

**WHEREAS**, procedures of approval require the preparation of a Report on how the assessments were prepared and based, notice of hearing, and public hearing on the annual assessments;

WHEREAS, this Council intends to order an alternative method by which annual assessment levies for the payment of said costs and expenses will be apportioned according to special benefits among the several lots or parcels of property within the Parking Maintenance District pursuant to Section 16.10.490 and 16.10.500 of the Code of the City of Santa Clara;

WHEREAS, the City's Director of Public Works has made and filed with the City Clerk a written report ("Report") setting forth the budget, the formula for the annual assessment levy, a description of each lot or parcel of property to be assessed and the amount of the assessment to be levied against each lot or parcel of property in accordance with said formula; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof requires or should be modified in any respect.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

- 1. That this Council hereby determines that the costs and expenses of the maintenance and operation of the public automobile parking places, covered pedestrian lanes and walkways, fountains and landscaping within the City of Santa Clara Parking Maintenance District No. 122 cannot be appropriately financed pursuant to Sections 10107 and 10108 of Chapter 2, Division 12 of said Streets and Highways Code, and Chapter 26 of Part 3 of Division 7 of said Code, all as provided in Section 16.05.050 of the Code of the City of Santa Clara. This Resolution is therefore adopted and proceedings are being taken pursuant to Section 16.10.490 and Section 16.10.500 of said Code of the City of Santa Clara to provide for an alternative method for the levy of benefit assessments for said purposes.
- 2. That it is the intent of this Council to order that an amount of \$14,200 less any earned interest on accumulated balance, is needed annually to be assessed towards the costs of capital repairs of the parking lots and associated walkways and thereof shall annually be assessed either partly or wholly upon the lots and parcels of property within said maintenance district benefited thereby in accordance with the formula set forth, and that the City shall be responsible for the costs and expenses of maintaining and operating said public improvements within the Parking Maintenance District, including the cost of necessary repairs, replacements, water, fuel, power, gas, electric current, care, supervision and any and all other items necessary for the proper maintenance and operation.
- 3. That a statement of the formula upon and by which annual assessment levies for the payment of said costs and expenses will be apportioned according to benefits among the several lots or parcels of property within said maintenance district is as

follows:

Each assessment shall be determined on the basis of the gross floor area of the building located upon the lot or parcel of property assessed.

For the purposes of the formula herein, gross floor area shall mean that area computed from the outside dimensions of the building and not excluding corridors and other design features and aggregated for each additional story or floor and any basement area. mezzanine

- 4 That the City's Director of Public Works has caused to be prepared and filed with the City Clerk a written report, which provides the basis for the levy of benefit assessments for said capital repairs of the parking lots and associated walkways, and the cost of maintenance and operation on all lots or parcels or property within the Parking Maintenance District. Said report sets forth the amounts to be provided in the budget for maintenance and operation, a description of each lot or parcel of property in the maintenance district, by a legal description, assessor's parcel number or other description sufficient to identify the same, and the amount of assessment to be levied for the fiscal year 2021/22 against each lot or parcel of property. The City Council directs the City Clerk to make the report open to public inspection.
- 5. NOTICE IS HEREBY GIVEN that Tuesday the 22nd day of June, 2021 at the hour of 4:00 p.m. at the regular meeting place of the City Council in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California, be fixed as the time and place when and where this Council will hear any and all objections in relation to said alternative method for the levy of benefit assessments and said formula and when and where this Council will examine said report and hear all persons' interest

therein. Any interested owner objecting to said alternative method for the levy of benefit assessments or to said formula or to the amount of the assessment on any lot or parcel of property owned may file with the City Clerk at or before the hour fixed for hearing an objection, describing the lot or parcel of property owned so that it may be identified, and stating the grounds of objection, and may appear at said hearing and be heard with regard thereto.

- 6. NOTICE IS HEREBY GIVEN that Monday, the 17th day of May, 2021 at the hour of 4:00 p.m. through 4:30 p.m. a teleconference meeting will be hosted by Dave Staub, Department of Public Works Deputy Director to present and discuss the Director's Report.
- 7. No written ballots are required to be completed and returned.
- 8. The City Clerk is hereby authorized and directed to a) post a copy of notice of hearing on or near the Council Chamber door or any bulletin board in or adjacent to the City Hall, and b) publish once in a newspaper of general circulation, and c) mail notice to all property owners located within the District.

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9. <u>Effective d</u>	ate. This resolution s	shall become e	effective immediately.	
HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION				
PASSED AND A	DOPTED BY THE CI	TY OF SANTA	A CLARA, CALIFORNIA, AT A	
REGULAR MEET	ING THEREOF HEL	D ON THE _	DAY OF, 2021, BY	
THE FOLLOWIN	G VOTE:			
AYES:	COUNCILORS:			
NOES:	COUNCILORS:			
ABSENT:	COUNCILORS:			
ABSTAINED:	COUNCILORS:			
		ATTEST:		
			NORA PIMENTEL, MMC ASSISTANT CITY CLERK CITY OF SANTA CLARA	
Attachments inco	rporated by reference	e:		

Resolution of Intention for Alternative Method for the Levy of Benefit Assessment to PMD No. 122 Rev: 11/22/17

None



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-495 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Discussion on Consideration of the Sale of the Loyalton Ranch Property (Continued from April 20, 2021)

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City of Santa Clara owns and maintains approximately 10,270 rural acres of undeveloped land in Lassen and Sierra Counties near the California-Nevada border. The Property is located in northeastern California, about 30 miles north of Truckee, CA northeast of Sacramento and about 20 miles northwest of Reno, NV. The land is referred to locally as the Trosi Ranch, and within the City, as the Loyalton Ranch Property. The City purchased the property with electric utility funds in 1977 for \$1,613,850 or \$157/acre. The City's Electrical Department, doing business as Silicon Valley Power, (SVP) is responsible for the care of the property.

The property consists of three parcels that are remote and in a generally native state (Attachment 1 Loyalton Map and Pictures). The property consisted of a two-story ranch house, detached garage, guest house, out building for livestock watering, out building for livestock feed, out building for well house, and a barn. In the past, the City had a caretaker on the property to manage the facility. However, over time it became difficult to hire a facility caretaker and the structures were under significant disrepair and slated for removal. The last time a caretaker was on the property was in in 2014.

The property has historically been used as seasonal grazing land and continues to be used as grazing land since the City's purchase in 1977. Since the property was purchased, grazing leases have been issued to various ranchers to graze cattle. Currently SVP leases the property for cattle grazing, the yearly revenue is \$21,750 per year with a 3% yearly escalator. No other use is planned for the site.

According to City records, the property was acquired with the intent to develop a geothermal power plant. After studies were performed in the early 1980's, it was discovered that the geothermal potential for the land was much lower than anticipated. The anticipated geothermal plant was never developed. Though the geothermal plant was not deemed feasible, many other uses for the land were investigated, such as quarrying, wind, and solar power. None of the proposed projects considered were productive enough to be economically viable to develop. Some non-traditional ventures that were reviewed included a ski resort and a pheasant farm. These were also rejected as being outside the City's scope of operations.

21-495 Agenda Date: 5/4/2021

As part of more recent background the City Council considered a number of additional items regarding Loyalton:

- On July 15, 2014 the City Council passed a resolution to sell approximately 50 acres of the property to Sierra County for expansion of their adjacent landfill, Loyalton Landfill. This property was sold for \$74,500 (less closing costs).
- On July 11, 2017, the City Council considered a staff report recommending that the Council 1) declare the Loyalton Property as surplus to the City's needs and 2) approve an Agreement for Professional Services with Alex Gaston Gassiot dba FarWest R&C Sales and Management Company (FarWest) for real estate services. Far West was selected through a formal request for proposal process and proposed a listing price of ten million dollars. This item was continued and referred back for staff to provide more information.
- On August 29, 2017, the City Council received a staff report recommending that the Council 1)
  declare the Loyalton Property as surplus to the City's needs, and 2) direct the City Manager to
  send out the California Surplus Land Act notices, and return to Council with necessary
  agreements to list the property for sale. Council continued the item to a future date with no
  specific referral request to staff.
- On August 25, 2020, the City Council received the quarterly strategic plan update which included the report on the impacts of the Loyalton Wildfire. The Loyalton Wildfire burned about 47,029 acres in Lassen, Plumas and Sierra County, California and Washoe County, Nevada caused by lightning strikes. This fire burned approximately 90% of the City's 10,270 acres of the Loyalton Ranch property. All the structures on the main ranch property were burned and destroyed by the wildfire (Attachment 2 Loyalton Fire Map and Pictures).

#### DISCUSSION

At the January 26, 2021 City Council meeting, the Council took action to schedule a future agenda item to discuss the sale of the Loyalton Ranch Property and use the proceeds for potentially other uses. As part of the discussion the Council discussed the following information:

- Current appraised value
- Previous estimated value
- City Policies regarding Sale or Lease of Property

In addition, staff is providing additional information regarding proposed capital projects.

#### <u>Current Appraised Value</u>

The Loyalton Ranch Property was appraised by Valbridge Property Advisors (VPA) on June 5, 2020 (Attachment 3), prior to the wildfire experienced in August 2020. The appraised value was \$4,110,000 or \$400 per acre. The 2019 property tax obligations to Sierra, Plumas and Lassen Counties is outlined in the VPA at \$15,915. In their appraisal, VPA's Conclusion of the Highest and Best Use as improved, is continuation of the existing agricultural and recreational use. VPA's Most Probable Buyer is an owner/user who intends to graze the acreage or use for recreational purposes. VPA estimated that the marketing and exposure time of four to six months as reasonable and

21-495 Agenda Date: 5/4/2021

appropriate for the subject property.

In the VPA appraisal concluded "In the near term, the outlook for 2020 is clouded by the unknowns associated with the new coronavirus. There are increasing impacts on many businesses as people curb their activity, and certain industries are already being severely affected. The outlook is for a market softening, but as is the case for other disasters, any extended marketing times or negative impacts on values will subsequently tend to wane and return to some degree of normalcy. The timeline remains unknown."

#### Previous Appraised Value and Real Estate Agent Estimate

In October 1999, the City engaged with Ralph F. Pavey, a California Certified General Real Estate Appraiser, to perform an appraisal report completed in April 2000 which concluded that the "As Is" market value of the free simple interest was \$2,600,000 with an estimated marketing time for the sale of the property in the range of one to two years.

In October 2016, Far West's submitted proposal included their assessment of the value of the land based on the range of \$500 to \$1,000 per acre and proposed listing the property at the higher end of the estimated range of \$10,000,000.

#### City Policies Regarding Sale or Lease of Properties

The City Council has historically taken a strong position of leasing City property in lieu of property sale, however staff was not able to identify an adopted City Council policy.

#### **Upcoming Capital Projects**

The property is located in a Tier 3 Extreme Wildfire area and experienced a major wild fire caused by lighting on August of 2020. Approximately 90% of the Loyalton Ranch Property was burned, the existing structures were destroyed, and the corrals fencing used for the grazing lease were damaged. The structures on the property were originally constructed between 1920 and early 1950 and were unusable prior to the fire. Prior to the fire, staff was pursuing demolition of the structures on the property to reduce potential liability exposure to the City. Initial estimates for demolition prior to the fire were approximately \$200,000. The project plans will need to be updated to reflect the fire damage and complete demolition of structures. In addition, the livestock corrals were damaged during the fire and discussions with the grazing lessee will be required to determine the extent of replacement corrals to be provided by the City.

The Loyalton Ranch Property has a perimeter of approximately 51 miles. The property has been posted as "No Trespassing" and being "City of Santa Clara Property". The majority of the fencing was damaged during the August 2020 wildfire. SVP is currently in the process of retaining a consulting engineer to evaluate the required fencing to be replaced. The lack of viable fencing may increase trespassing and liability for the City due to the nature of the terrain.

#### **ENVIRONMENTAL REVIEW**

The discussion on the potential sale of Government Property is not a project within the meaning of the California Environmental Quality Act ("CEQA"). If the City Council directs further action to proceed toward a proposed sale of a surplus government property, the project review will include analysis in accordance to CEQA Guidelines section 15206(b)(4), 15312 and 15061(b)(3).

#### FISCAL IMPACT

21-495 Agenda Date: 5/4/2021

Fiscal impact will vary based on Council direction. If City Council requests further action, staff will return with analysis to include the fiscal impact of any option.

#### 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>.

#### ALTERNATIVES

- 1. Direct staff regarding a strategy for the sale Loyalton Ranch Property.
- 2. Note and file this report and take no further action.
- 3. Any other alternative as approved by Council.

#### RECOMMENDATION

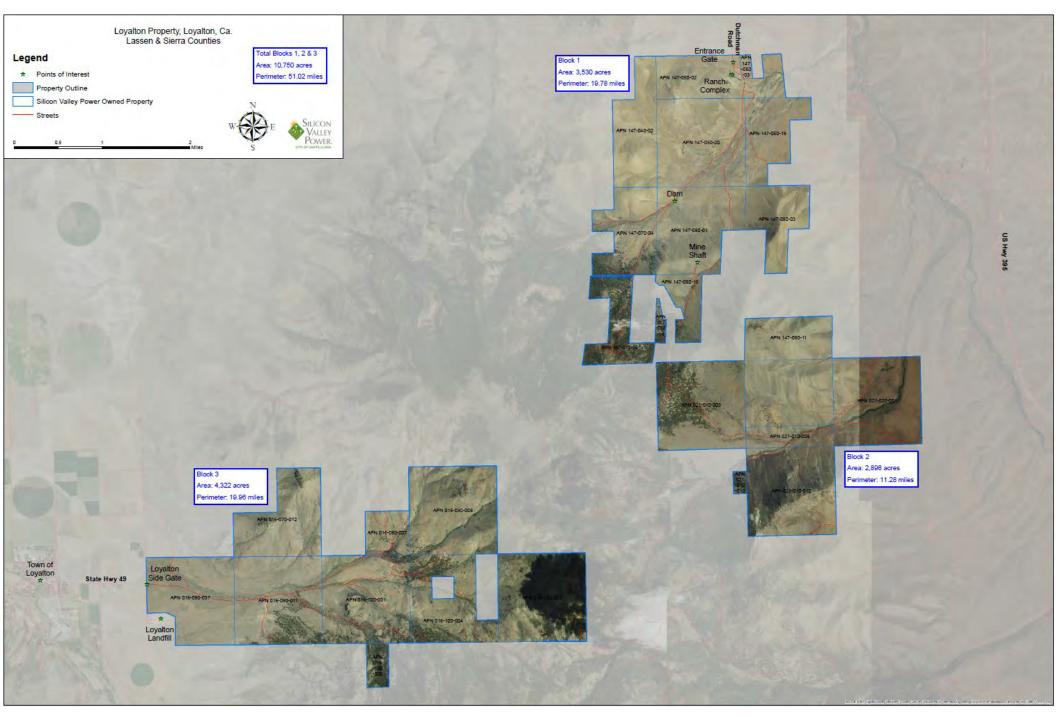
Staff has no recommendation and is seeking Council direction.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

- 1. Loyalton Property Map and Pictures
- 2. Loyalton Fire Map and Pictures
- 3. Loyalton Appraisal



# Pictures Landscape (before 2020)



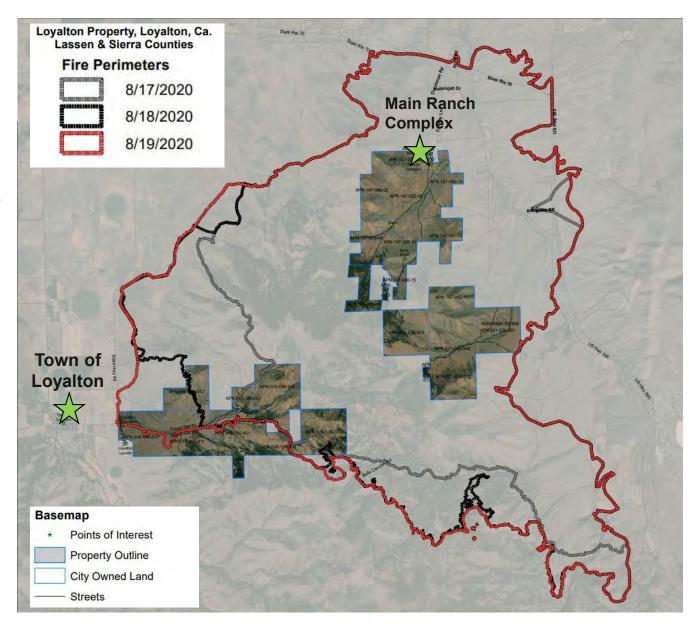






# Loyalton Wildfire

- Background on Loyalton Ranch Property: In 1977, the City purchased approximately 10,000 acres of undeveloped land located within Lassen, Sierra and Plumas Counties.
- Cause of Fire: Lightning
- Burned over 46,000 acres.
- More than 90% of the City's Loyalton Ranch Property affected by the fire.



Before Loyalton Fire

Loyalton Property (after Loyalton Fire)



Ranch House (after Loyalton Fire)



Foreman's Cabin (after Loyalton Fire)



# Loyalton Property (after Loyalton Fire)





# Appraisal Report

Loyalton Ranch Property Loyalton, Sierra & Lassen County, California

Report Date: June 5, 2020



#### FOR:

City of Santa Clara Mr. Joseph Bruzzone P.E. Electric Utility Engineer 1500 Warburton Avenue Santa Clara, California 95050

Valbridge Property Advisors | Northern California

2813 Coffee Road, Suite E2 Modesto, CA 95355 209.569.0450 phone 408.279.3428 fax *valbridge.com* 

Valbridge File Number: CA05-20-0175



June 5, 2020

2813 Coffee Road, Suite E2 Modesto, CA 95355 209.569.0450 phone 408.279.3428 fax valbridge.com

John A. Hillas, MAI, SRA 209.569.0450, ext. 7301 jhillas@valbridge.com

Mr. Joseph Bruzzone P.E. Electric Utility Engineer City of Santa Clara 1500 Warburton Avenue Santa Clara, California 95050

RE: Appraisal Report

Loyalton Ranch Property

Loyalton, Sierra County, California 96118

Dear Mr. Bruzzone P.E.:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

The subject property, as referenced above, is located within the Sierra and Lassen counties, East of Loyalton and West of Cold Springs, and is further identified as tax parcel numbers 147-040-02-11,147-050-02-11,147-050-03-11,147-050-03-11,147-050-03-11,147-080-13-11,147-080-14-11,147-080-15-11,021-010-003,021-020-001,016-100-004, 016, 090, 059, 021-010-006, 021-010-012, 016-100-005, 016-080-008, 016-070-012, 016-090-011, 021-010-013, 016-100-001, 016-100-006 and 016-080-007. The subject is a 10,273.95-acre ranch with several smaller components as will be discussed herein.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The client in this assignment is the City of Santa Clara and the intended user of this report is Joseph Bruzzone with the City of Santa Clara and no others. The sole intended use is to determine a value for a possible sale of the property. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.



The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

#### **Extraordinary Assumptions:**

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

## Hypothetical Conditions:

None

Based on the analysis contained in the following report, our value conclusion is as follows:

#### **Value Conclusion**

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
Value Conclusion	\$4,110,000
	\$400.04 per acre

Respectfully submitted, Valbridge Property Advisors | Northern California

John A. Hillas, MAI, SRA Managing Director

California Certified License #AG002432

January 21, 2021



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# **Summary of Salient Facts**

#### **Property Identification**

Property Name Loyalton Ranch Property

Property Address East of Loyalton and West of Cold Springs in Sierra and

**Lassen Counties** 

Latitude & Longitude 39.67918, -120.130868

147-040-02-11,147-050-02-11,147-050-03-11,147-05-19-11,147-070-04-11,147-070-05-11,147-080-01-11,147-080-03-11,147-080-11-11,147-080-14-11,147-080-15-11,021-010-003,021-020-001,016-100-004,016,090,059,021-010-006,021-

Tax Parcel Numbers 003,021-020-001,016-100-004,016,090,059,021-010-006,021-

010-012,016-100-005,016-080-008,016-070-012,016-090-011,021-010-013,016-100-001,016-100-006 and 016-080-

007

Property Owners City of Santa Clara

#### Site

Zoning General Forrest, Mixed-industrial, Open Space (GF,MI,OS)

FEMA Flood Map No. 06091 C0250C (02/02/2012)

Flood Zone Zone X, Not a Designated Flood Prone Area

Gross Land Area 10,273.950 acres
Usable Land Area 10,273.950 acres
Sierra County Acres 6,371.460 acres
Lassen County Acres 3,902.490 acres
Total Land Area 10,273.950 acres

#### **Valuation Opinions**

Highest & Best Use - As Vacant Grazing land
Reasonable Exposure Time Four to Six Months
Reasonable Marketing Time Four to Six Months

#### **Value Indications**

Approach to Value	As Is
Cost	Not Applicable
Sales Comparison	\$4,110,000
Income Capitalization	Not Applicable

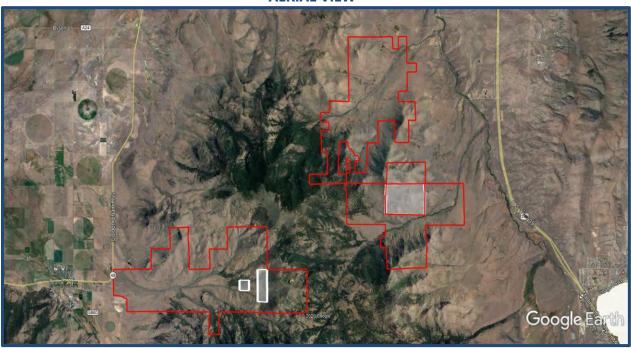
#### **Value Conclusion**

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
Value Conclusion	\$4,110,000
	\$400.04 per acre



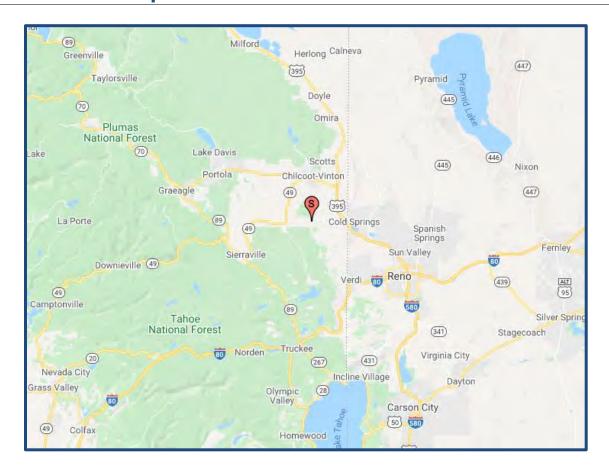
# **Aerial Photograph**

#### **AERIAL VIEW**





# **Location Map**





# Introduction

### Client and Intended Users of the Appraisal

The client in this assignment is the City of Santa Clara and the sole intended user of this report is Joseph Bruzzone with the City of Santa Clara.

#### Intended Use of the Appraisal

The sole intended use of this report is to determine a value for a possible sale of the property.

#### Real Estate Identification

The subject is located within Sierra and Lassen counties, East of Loyalton and West of Cold Springs, and is further identified by tax parcel numbers 147-040-02-11,147-050-02-11,147-050-03-11,147-050-19-11,147-070-04-11,147-070-05-11,147-080-01-11,147-080-03-11,147-080-11-11,147-080-14-11,147-080-15-11,021-010-003,021-020-001,016-100-004,016,090,059,021-010-006,021-010-012,016-100-005,016-080-008,016-070-012,016-090-011,021-010-013,016-100-001,016-100-006 and 016-080-007,.

#### **Legal Description**

A legal description of the property was not provided. The assessor parcel numbers, maps, and exhibits herein are considered to adequately identify the property.

#### Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was agricultural undeveloped land.

#### Use of Real Estate as Reflected in this Appraisal

Same as above.

# Ownership of the Property

According to public records, title to the subject property is vested in the City of Santa Clara.

# History of the Property

Ownership of the subject has not changed within the past three years. According to the City of Santa Clara, the property was purchased in 1977 for \$1,613,850 (\$157/acre). We have considered and analyzed the known history of the subject in the development of our opinions and conclusions.

# Analysis of Listings/Offers/Contracts

The subject is not currently listed for sale or under contract for sale. There have been no known offers to purchase the subject.

### Type and Definition of Value

The appraisal problem is to develop an opinion of the market value of the subject property. "Market Value," as used in this appraisal, is defined as "the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus." Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:



- Buyer and seller are typically motivated.
- Both parties are well informed or well advised, each acting in what they consider their own best interests.
- A reasonable time is allowed for exposure in the open market.
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

The value conclusions apply to the value of the subject under the market conditions presumed on the effective date of value. Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

# Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed an opinion of value for the subject property under the following scenario of value:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	May 20, 2020

# Date of Report

The date of this report is June 5, 2020.

## List of Items Requested but Not Provided

None

# Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

#### **Extraordinary Assumptions**

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth. It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported
  that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be
  suitable for this use.

#### **Hypothetical Conditions**

None



# Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

# Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- <u>Legal Characteristics</u> The subject was legally identified via county records and assessor plats from Lassen and Sierra County.
- <u>Economic Characteristics</u> Economic characteristics of the subject were identified via information provided by the client, as well as a comparison to properties with similar locational and physical characteristics.
- <u>Physical Characteristics</u> The subject was physically identified via information provided by our client, as well as aerial photography from Google Earth, topographic maps and other technology resources.

#### Extent to Which the Property Was Inspected

The property was not physically inspected by the appraiser. The subject property consists of over 10,000 acres of rural acreage, much of which has limited accessibility. Our analyses of available aerial photography and topographic maps was considered the best way to understand the physical characteristics of the property. The appraiser also has familiarity with the general area.

## Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

# Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. One or more of these approaches are used in all estimations of value.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the Sales Comparison Approach. The Cost Approach was not used because this is an appraisal of land only and there are no improvements for which costs can be estimated and accrued depreciation quantified. The Income



Capitalization Approach was not used because this is an appraisal of land only and market participants do not employ this approach for valuing land only. Such acreage is not traded on the basis of the revenue it would generate, but rather on the sale price per acre of land area (Sales Comparison Approach.)

#### Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

#### Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.



# Regional and Market Area Analysis

# REGIONAL MAP Plutias National Forest Bucks Lake Buc

#### Overview

The subject property is located near Loyalton, California with parcels sitting in both Sierra and Lassen counties. This area is ion the northern/northeastern portion of the State. Both counties border the state of Nevada in a mountainous area rich in forestry and full of wildlife. These counties have a combined population of approximately 37,000 with only roughly 700 of those people residing in Loyalton. The area was settled in the 1950s, with the City being established in 1864. Loyalton is much the same today as it was back then and even refers to itself as the "city with more animals than people."

Note that much of the following pertains to Sierra County but would be similar for Lassen County.

## Population

Sierra county has a very small population with only about 3,214 residents, and while Lassen county is larger in population, housing 32,981 residents as of 2019, both counties are still very small compared to the rest of the state.

According to the Site to Do Business projections, presented below, both Sierra and Lassen counties are expected to see a decrease in population with a change of -0.4% annually between 2019-2024.

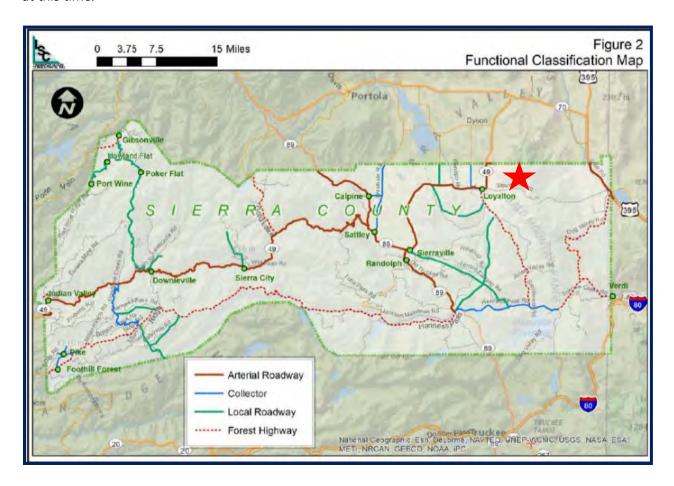
**Population** 

		Annual %			Annual %
		Change	Estimated	Projected	Change
2000	2010	2000 - 10	2019	2024	2019 - 24
281,421,906	308,745,538	1.0%	332,417,793	345,487,602	0.8%
33,871,648	37,253,956	1.0%	39,813,541	41,166,386	0.7%
33,828	34,895	0.3%	32,981	32,284	-0.4%
3,555	3,240	-0.9%	3,214	3,149	-0.4%
	281,421,906 33,871,648 33,828	281,421,906 308,745,538 33,871,648 37,253,956 33,828 34,895	200020102000 - 10281,421,906308,745,5381.0%33,871,64837,253,9561.0%33,82834,8950.3%	20002010Change 2000 - 10Estimated 2019281,421,906308,745,5381.0%332,417,79333,871,64837,253,9561.0%39,813,54133,82834,8950.3%32,981	200020102000 - 10Estimated 2000 - 10Projected281,421,906308,745,5381.0%332,417,793345,487,60233,871,64837,253,9561.0%39,813,54141,166,38633,82834,8950.3%32,98132,284



#### **Transportation**

Public transportation in Sierra County is very limited. There is no fixed route transit service, but public transportation is provided by two non-profit transit services, which services both Sierra County and the City of Loyalton. These services are open to the general public but primarily specialize in the elderly and disabled population. Considering the small population and the rural nature of Sierra County, there are currently no plans to increase or add public bus services as it is not necessary or financially feasible at this time.



Air service in the area is very minimal. The Sierraville Dearwater Field Airport is the only designated airport in Sierra County, and it is classified as a Basic Utility airfield. The airport provides a link for local and regional aviation uses. The field is used for recreation, ingress and egress for regional events, occasional charter services and emergency services. Air freight in the county is limited to occasional service by private aircraft. Residents in Sierra county typically use airports in Reno, Sacramento, and San Francisco for their commercial needs.

With such a small population, traffic congestion is not usually a problem in the City of Loyalton or the Sierra/Lassen County areas. About 64 miles of State Route 49 runs east-west through Sierra County and Loyalton. State Route 89 runs from Nevada County to the Plumas County line, crossing through about 30 miles of Sierra County. SR 89 largely carries local, commercial, and recreational traffic through undeveloped forest land with restricted access. US 395 runs through the northeastern corner of the county. A 1.6-mile-long section of I-80 passes through the southeastern corner of Sierra County.



## **Employment**

The services sector provides the largest number of jobs in Sierra County. The second largest employment sector in the region is construction. The third largest percentage of jobs is provided by public administration.

**Employment by Industry - Sierra County, CA** 

	2019	Percent of
Industry	Estimate	Employment
Agriculture/Mining	81	6.50%
Construction	284	22.70%
Manufacturing	42	3.40%
Wholesale trade	1	0.10%
Retail trade	51	4.10%
Transportation/Utilities	135	10.80%
Information	2	0.20%
Finance/Insurance/Real Estate Services	2	0.20%
Services	435	34.80%
Public Administration	214	17.10%
Total	1,249	100.0%
Source: Site-to-Do-Business (STDB Online)	_	

## Unemployment

The unemployment rate in Sierra County is currently higher than the rates of the state and nation. The County unemployment rate was 8.5% as of March 2020 (most recent available). That is almost double what it was the year prior. The State of California is at 5.6% while the Nation sits at 3.5% for the same time period.

Unemployment rates locally and nationwide had been on a decreasing trend over the last several years but more recently have increased, as shown in the table below. Due to the recent spread of Covid-19, California issued a "Shelter in Place" order which has led to massive lay-offs throughout the state causing unemployment rates to rise. The full scope of that impact is yet to be seen.

**Unemployment Rates** 

Area	YE 2013	YE 2014	YE 2015	YE 2016	YE 2017	YE 2018	YE 2019	YTD 2020
United States	6.7%	5.6%	5.0%	4.7%	4.1%	3.9%	3.5%	3.5%
California	8.0%	6.6%	5.6%	5.1%	4.3%	4.2%	3.7%	5.6%
Sierra County	11.9%	10.2%	8.4%	8.3%	5.8%	5.8%	4.5%	8.5%

Source: Bureau of Labor Statistics - Year End - National & State Seasonally Adjusted

#### Median Household Income

Lassen and Sierra Counties have a median household income which is quite a bit lower than that of the state and national average but is expected to grow by about 1.5-3 percent over the next four years. Total median household income for the region is presented in the following table. Overall, the subject compares unfavorably to the state and the country.



#### **Median Household Income**

	Estimated	Projected	Annual % Change
Area	2019	2024	2019 - 24
United States	\$60,548	\$69,180	2.9%
California	\$74,520	\$86,333	3.2%
Lassen County	\$54,165	\$62,166	3.0%
Sierra County	\$53,341	\$57,386	1.5%
Source: Site-to-Do-Business	(STDB Online)		

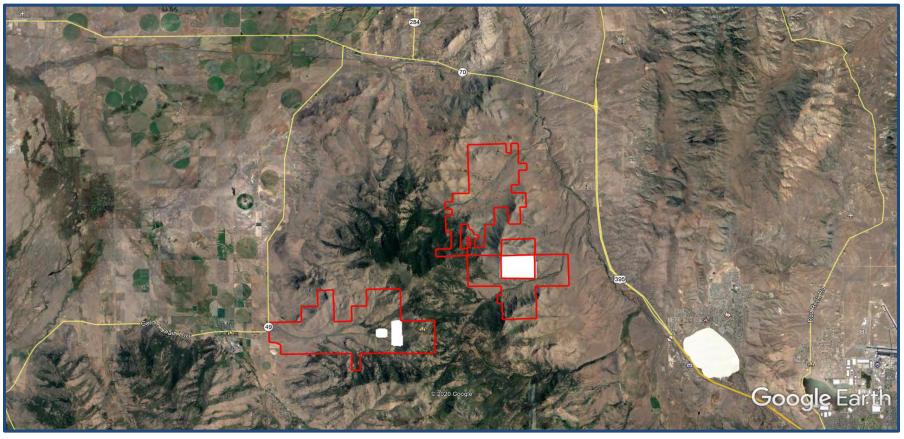
#### Conclusions

Sierra County and Lassen County are well up into the Sierra Nevada and consist mostly of rural/remote acreage and small communities. With a decreasing population, aging work force and limited local training options the pool of workers in this area is quite small and talent attraction is difficult due to lack of housing availability. Most of the housing is owner occupied with limited rental options. There is a significant amount of land that is owned by the Federal or State Government. Although Loyalton is the biggest community within Sierra County it has been called "the loneliest town in America" because visitors are few and far between. Despite the scenic views and pleasant small-town atmosphere, there is not much to attract tourism keeping the town much as it was 150 years ago: small, quiet, and full of wildlife and natural beauty.

In the near term, the outlook for 2020 is clouded by the unknowns associated with the new coronavirus. There are increasing impacts on many businesses as people curb their activity, and certain industries are already being severely affected. The outlook is for a market softening, but as is the case for other disasters, any extended marketing times or negative impacts on values will subsequently tend to wane and return to some degree of normalcy. The timeline remains unknown.



#### **GOOGLE AERIAL**



The subject acreage is outlined in red. The white shaded areas within the boundaries of the subject acreage are Federal or State owned land.

The town of Loyalton is to the southwest, Cold Springs and other suburbs of Reno are to the east/southeast.



# **Site Description**

The subject property is located in northeastern California, about 100 air miles northeast of Sacramento, and about 20 air miles northwest of Reno. The property is just east of Loyalton, and northwest of Cold Springs, Nevada. The characteristics of the site are summarized as follows:

#### Site Characteristics

Summary: The property consists of three components of acreage that is

remote and in a generally native state. The acreage has historically

been used as seasonal grazeland.

Location: The acreage is within Sierra County and Lassen County, CA, just

east of Loyalton, CA and just west of Cold Springs, Nevada.

Gross Land Area: 10,273.95 Acres
Lassen County Acres: 3,902.49 Acres
Sierra County Acres: 6,371.46 Acres

Shape: Irregular

Topography: Topography ranges from lower mildly sloping flatlands to steep

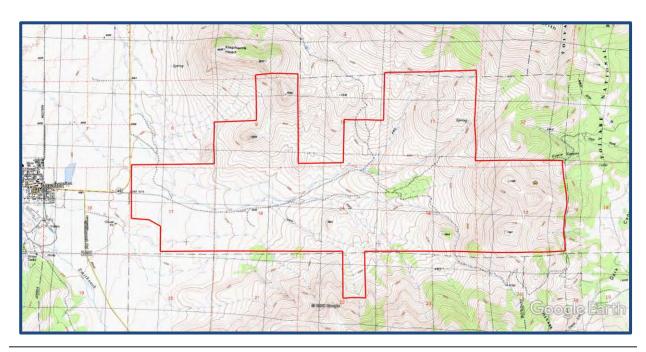
sloping areas and peaks. Following is a brief description of each

of the three main components of the property.

Western Acreage: The western acreage, just east of Loyalton, is relatively flat in the

western portion at about 5,000 feet elevation, extending easterly to peaks that are almost 7,500 feet high. There is somewhat of a valley that extends upward in elevation from the west to the east, sloping up also toward the north and south. There are several "jeep" trails identified on the topographic map, and one named

"road" (Staverville Road) that is basically a trail.







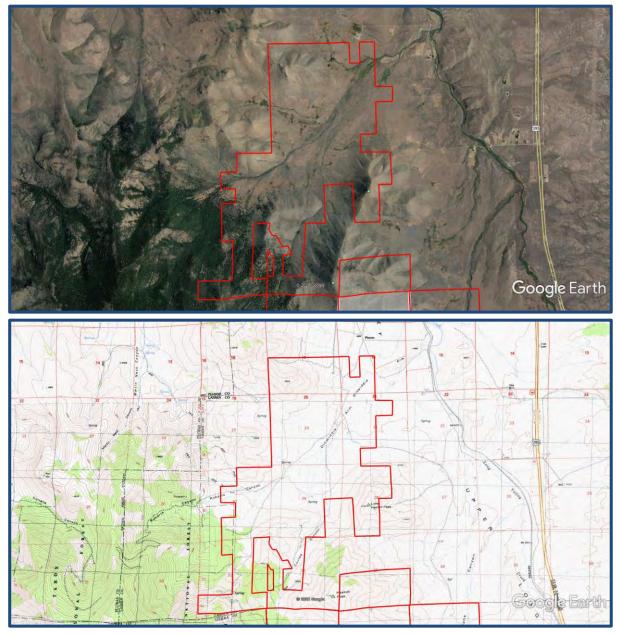
There are several high peaks in this portion of the property. Notably, there are two "islands" of public land reflected in the white shaded areas in the aerial image above.

Northeastern Acreage:

The northeastern acreage is southwest of the intersection of Highway 70 and the 395 Freeway, just east of Reno Junction. This is considered the main ranch area with a farmstead in the northern portion.

This acreage has a significant amount of nearly level or gently sloping acreage, sloping up to the south and southeast, as well as to the northwest. The lower area in the northeast part of this acreage is at about 5,000 feet elevation, extending southerly to just over 6,000 feet, with higher areas up to 7,000 feet to the southwest.



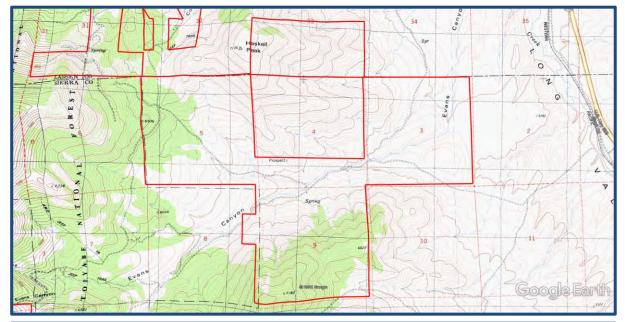


There is publicly owned land adjacent to the south. One small portion of the subject is an island within this public land.

Southeastern Acreage:

The southeastern component of the property is similar to the others in that it has valley areas and high peaks, but it differs from the other two property components in that it has inferior access. As reflected in the aerial photo below, there is a portion of public land (white shaded) that extends into the subject acreage, with additional subject acreage north of that. Aside from "touching" the southern edge of the northeastern part of the property, it is not technically adjoining.







Note in the topographic map above where the Lassen/Sierra County line crosses the property.

Electric power is believed to exist at the western edge near Loyalton, and in the northeastern part of the property near the existing farmstead. The main ranch site has a domestic well.

The acreage is considered remote. The property is accessible from the southwest corner where Garbage Pit Road connects with Staverville Road. Staverville Road runs West-East through the Southern portion of the Sierra County parcels.

**Utilities:** 

Access:



There is also access from the northeast, with ranch roads extending southwesterly. There is also a ranch road which appears to extend easterly from the northeast acreage to Bringman Road and the 395 freeway.

The southeast part of the property has inferior access when compared to the other two property components. There is a trail/road which extends from the 395 freeway toward the southeastern part of this southeastern acreage, but it would require an offroad vehicle.

Significantly, legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

Other Site Conditions

Soil Type: This is remote hilly acreage at 5,000 to 7,500 feet elevation. It is

rocky and typically consists of soils that would not be highly rated

for productive agriculture, other than seasonal grazeland.

Environmental Issues: An environmental site assessment report was not furnished for our

review. The appraisers are not considered experts in hazardous materials. The client is advised to obtain a report from an environmental expert if further investigation is desired. It is assumed that the property is free of any environmental concerns.

Easements/Encroachments: A Preliminary Title Report was not provided for review. We note

that appraisers are not experts with regard to matters of title. We assume that there are no easements or encumbrances or other matters of record that would materially affect the value of the

subject property either positively or negatively.

Earthquake Zone: The property is not located in an Alquist-Priolo Special Studies

Zone for earthquake hazard. Earthquake hazard is typical for the

overall area.

Wetlands Classification: Not applicable



Zoning Designation

Zoning Jurisdiction: Sierra County and Lassen County

Zoning Classification: Sierra: GF (General Forest) and A1 (Agriculture 1)

Lassen: OS (Open Space)

General Plan Designation: Sierra: Agricultural, Forest

Lassen: Extensive Agriculture

Permitted Uses: Permitted uses are primarily agricultural in nature. Limited

residential use is also allowed. The forest designation provides for

the harvest of timber where there is adequate supply/access.

#### Analysis/Comments on Site

The subject consists of acreage in the northeast part of the state of California, just northwest of Reno, Nevada. It includes  $\pm 6,371.46$  acres in Sierra County, and  $\pm 3,902.49$  acres in Lassen County. There are three separate ranch components, including the  $\pm 3,582.49$  acre main headquarters ranch accessible from the north,  $\pm 4,272.46$  acres in the southwest portion, just east of Loyalton, and a third component east of Loyalton and south of the main headquarters ranch. This third component in the southeast is more remote with inferior access. It amounts to  $\pm 2,419$  acres. The main headquarters ranch includes a farmstead, but the property is otherwise unimproved but for fencing. There are no known developed irrigation systems, the acreage is served by natural ponds and creeks, etc.

The property has historically been used for seasonal grazeland. With elevations of 5,000 to over 7,000 feet in the Sierra Nevada, snow limits grazing during winter and into the early spring.



# **Assessment and Tax Data**

## Assessment Methodology

The State of California has provided for a unified system to assess real estate for property taxes. Assessment Districts are established on a county basis to assess real estate within the county. The appraised property falls under the taxing jurisdiction of Lassen and Sierra Counties and is subject to both general taxes and direct assessments.

# Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates and total taxes including direct assessments are shown in the following table. The first 11 parcels are in Lassen County, the others are in Sierra County.

Tax S	Sche	dule
-------	------	------

	criedule	Parcel	Assessed	Assessed	Assessed		Special	Tax
	Tax Year	Number	Value - Land	Value - Imp.	Value	Tax Rate	Assessments	Expense
1	2019	147-040-02-11	\$16,407		\$16,407	1.000000%		\$164
2	2019	147-050-02-11	\$22,975	\$38,607	\$61,582	1.000000%		\$616
3	2019	147-050-19-11	\$13,126		\$13,126	1.000000%		\$131
4	2019	147-050-20-11	\$26,258		\$26,258	1.000000%	\$275	\$538
5	2019	147-070-04-11	\$15,989		\$15,989	1.000000%		\$160
6	2019	147-070-05-11	\$13,126		\$13,126	1.000000%		\$131
7	2019	147-080-01-11	\$22,524		\$22,524	1.000000%		\$225
8	2019	147-080-03-11	\$14,729		\$14,729	1.000000%		\$147
9	2019	147-080-11-11	\$34,812		\$34,812	1.000000%		\$348
10	2019	147-080-14-11	\$1,097		\$1,097	1.000000%		\$11
11	2019	147-080-15-11	\$8,283		\$8,283	1.000000%		\$83
12	2019	016-070-012	\$98,400		\$98,400	1.047000%	\$144	\$1,174
13	2019	016-080-007	\$27,579		\$27,579	1.047000%	\$48	\$337
14	2019	016-080-008	\$131,200		\$131,200	1.047000%	\$192	\$1,566
15	2019	016-090-011	\$131,200		\$131,200	1.047000%	\$192	\$1,566
16	2019	016-090-059	\$104,796		\$104,796	1.047000%	\$154	\$1,251
17	2019	016-100-001	\$131,200		\$131,200	1.047000%	\$192	\$1,566
18	2019	016-100-004	\$98,400		\$98,400	1.047000%	\$144	\$1,174
19	2019	016-100-005	\$103,421		\$103,421	1.047000%	\$51	\$1,134
20	2019	021-010-003	\$131,200		\$131,200	1.047000%		\$1,374
21	2019	021-010-006	\$25,855		\$25,855	1.047000%		\$271
22	2019	021-010-012	\$65,600	\$1,243	\$66,843	1.047000%		\$700
23	2019	021-010-013	\$5,330		\$5,330	1.047000%		\$56
24	2019	021-020-001	\$113,980		\$113,980	1.047000%		\$1,193
Total			\$1,357,487	\$39,850	\$1,397,337		\$1,392	\$15,915

#### **General Taxes**

The amount of General Taxes due is quantified by multiplying the assessed value by the tax rate. In the State of California, real estate is assessed at 100% of market value as determined by the County Assessor's Office. The tax rate consists of a base rate of 1% plus any bonds or fees approved by the voters. The County Tax Rate for the Sierra County acreage is 1.047%. The rate in Lassen County is 1.0%



#### **Direct Assessments**

Direct assessments are tax levies that are not dependent upon the assessed value of the property. They are levied regardless of assessment. According to the Lassen and Sierra County Tax Collector's Offices, the direct assessments for the subject are \$1,392.

#### **Current and Future Taxes**

Proposition 13 was passed by voters in June 1978 and substantially changed the taxation of real estate in California. This constitutional amendment rolled back the base year for assessment purposes to the tax year 1975-1976. Annual increases in assessed value are limited to 2 percent per year, regardless of the rate of inflation. Real estate is subject to re-appraisal to current market value upon a change in ownership or new construction. Property assessments in years subsequent to a change of ownership or new construction are referred to as factored base values.

Proposition 8, which passed in November 1978, states that the Assessor shall lower tax roll values to fair market value whenever the assessed value exceeds fair market value. It mandates that the lower of fair market value or factored base value be placed on the assessment roll. When fair market values are enrolled, the Assessor reassesses the property annually until such time as fair market value again equals or exceeds the factored base year value. For properties that have been owned for several years, the assessed value may not reflect the current fair market value. Furthermore, due to adjustments following a Prop 8 reduction, increases in assessed value can increase substantially more than 2% per year until the assessment again matches the factored base year value.

#### Conclusions

According to the Lassen and Sierra County Tax Assessors Offices the subject's property taxes are current as of the date of value.



# **Highest and Best Use**

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

#### Analysis of Highest and Best Use As Though Vacant

The primary determinants of the highest and best use of the property As Though Vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

#### **Legally Permissible**

The subject site is zoned General Forest, Open Space and Agriculture. The zoning controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants, or other use restrictions that would unduly limit or impede development.

#### **Physically Possible**

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature which would adversely impact development with the legal permitted uses. The property has historically been used for livestock grazing and recreational uses.

#### Financially Feasible

The probable use of the site for agricultural and recreational uses conforms to the pattern of land use in the market area. An agricultural ranch and/or recreational use is feasible and most likely. A residential use as an accessory to the agriculture use is also quite common.

#### **Maximally Productive**

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for continuation of the current agricultural and recreational use.

# Conclusion of Highest and Best Use As Though Vacant

The conclusion of the highest and best use as though vacant is for continuation of the current agricultural and recreational use.



#### Analysis of Highest and Best Use as Improved

In determining the highest and best use of the property as improved, the focus is on three possibilities for the property: (1) continuation of the existing use, (2) modification of the existing use, or (3) demolition and redevelopment of the land.

The only improvements to the property consist of fencing and a farmstead. Retaining the improvements as they exist meets the tests for physical possibility, legal permissibility, and financial feasibility. The improvements are reportedly in serviceable condition and any alternative use of the existing improvements is unlikely to be economically feasible.

#### Conclusion of Highest and Best Use As Improved

The highest and best use of the subject property, as improved, is continuation of the existing agricultural and recreational use.

#### Most Probable Buyer

As of the date of value, the most probable buyer of the subject is an owner/user who intends to graze the acreage or use for recreational purposes.



# **Sales Comparison Approach**

# Methodology

The Sales Comparison Approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property that the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

The process of developing the Sales Comparison Approach consists of the following: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject.

#### **Unit of Comparison**

The primary unit of comparison selected depends on the appraisal problem and nature of the property. The primary unit of comparison in the market for properties such as the subject is the price per acre.

#### **Elements of Comparison**

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location, and (7) physical characteristics.

#### Comparable Sales Data

We conducted a search for market data in a variety of resources and public records, as well as interviews with knowledgeable real estate professionals in the area.

We considered many transactions but focused our analysis on the six most relevant sales of agricultural properties in the area. The data presented herein were judged to be the most comparable to develop an indication of market value for the subject property.

While some of the sales are not as recent as would be ideal, the market for this type of property has been generally trending very moderately upward.

There is a general trend evident where the smaller magnitude sales reflect higher prices per acre, and the opposite is generally true. Other factors can offset this size/price relationship.

The table on the following page summarizes the sales, followed by a map displaying the location of each comparable in relation to the subject, and a land sale ranking grid which illustrates our analyses.



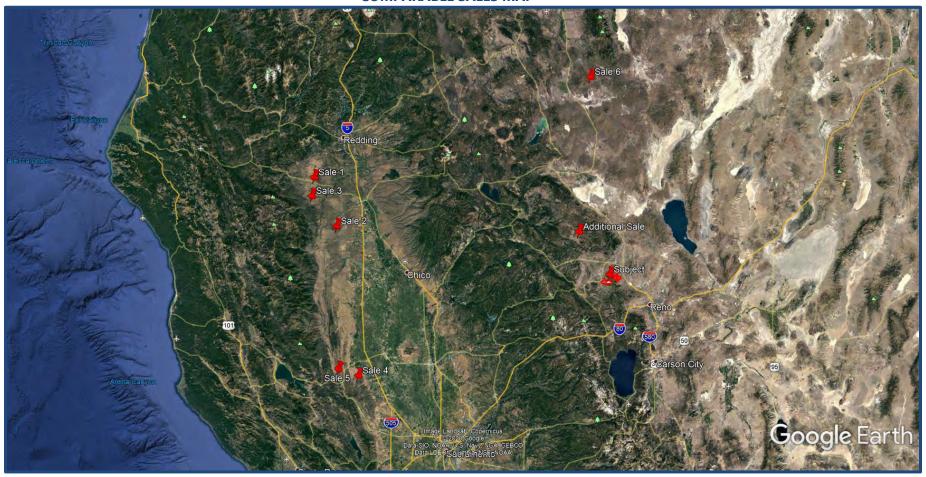
#### **COMPARABLE SALES DATA**

		Grantor		Size (acres)
Sale		Grantee	Sale Date	Struct Impr
No.	Location	Reference No.	Sale Price	Price/Acre
1	24 Miles NW of Red Bluff	Various (Diamond)	6/8/2018	6,579.28
	Red Bluff, Tehama County	Lazy Spade	\$6,977,000	None
		Doc#2018-6384		\$1,060
2	14 Miles NW of Corning	Lammers Properties, LLC	2/15/2018	5,379.85
	Flournoy, Tehama County	Lowe Trust	\$5,900,000	Farmstead
		Doc#2018-001529		\$1,097
			_	
3	Intersection of Pettyjohn and Weemasoul Roads	Cliff Cattle Co.	10/26/2017	16,127.80
	Red Bluff, Tehama County	Peyton Pacific Properties, LLC	\$9,000,000	Farmstead
		Doc#2017-13622	\$390,000	\$582
			\$9,390,000	
4	17 Miles W of Williams on Spring Valley Rd &	Brackett Ranches	4/17/2017	8,392.80
	7 Miles W of Arbuckle by easement off the end	M & R LaGrande	\$6,500,000	Yes
	of Hahn Road	Doc#2017-1352		\$774
	Arbuckle, Colusa County			
5	18 Miles SW of Williams off of Bear Valley Rd	Brackett Ranches	3/27/2017	12,896.46
	Williams, Colusa County	Nobmann, LLC	\$10,000,000	Farmstead
		Doc# 2017-1109		\$775
6	12 miles NE of Ravendale	Roberts Trust	7/22/2016	23,500
	Ravendale, Lassen County	Dodge Ranch, LLC	\$9,200,000	Farmstead
	•	Doc# 2016-3293	(\$1,800,000)	\$315
			\$7,400,000	

Sale 3 is adjusted upward for a cash equivalency adjustment. Sale 6 is adjusted downward to exclude the estimated contributory value of improvements. Some of the other sales also had improvements but they were not significant enough to warrant formal adjustment.



#### **COMPARABLE SALES MAP**









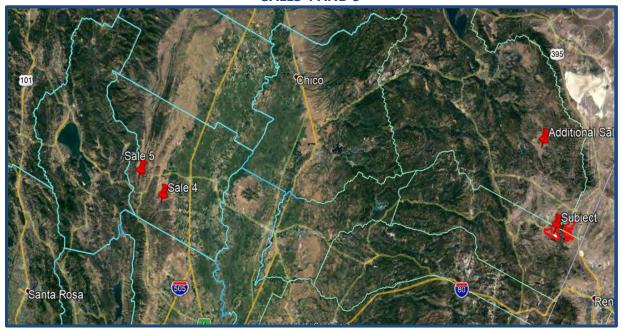
**Sale 1 (\$1,060 per acre)** This is the sale of approximately 6,578.28 acres of grazeland that abuts Highway 36 on the north end. It has rolling hills in the interior portion and has been used for yearlings for a number of years. The property was purchased with four separate purchase agreements. The property receives surface water but does not have an irrigation system. There is no conservation easement on this property.

**Sale 2 (\$1,097 per acre)** This is the sale of approximately 5,379.85 acres of grazing land that also consists of improvements. This property has perimeter fencing, single wide mobile home, a hay/pole barn with attached tack room and horse stalls plus a steel corral area with lead up, squeeze, and loading chute. The property has adequate stock water from a variety of reservoirs and a hill water system that is comprised of a well with tank, troughs, and underground pipelines. The topography ranges in elevation from 630'-1050'. The contributory value of the improvements is nominal.

**Sale 3 (\$582 per acre)** This sale consists of approximately 16,127.82 acres of dry/ native foothill rangeland pasture located 16 miles west of Red Bluff and Interstate 5, south of Highway 36 in Tehama County. The sale is improved with three main farmstead areas that were reportedly modest and offered minimal to no contributory value. The property is perimeter fenced with some cross fencing and is reported to accommodate 700 pair on a seasonal basis. The topography varies from generally flat terrain to steeply rolling/ sloping land and the elevations range from 800'-2,066'. The native cover ranges from open/sparsely oak studded areas to dense brush, thick tree cover and significant rock outcroppings. The property does not receive water from an irrigation district, and there are no ag or deep wells on the property. There are several stock water ponds/reservoirs located throughout the property. Stock water is also derived from three solar powered domestic wells. The property sold for \$9,000,000, with favorable owner financing resulting in a cash equivalency adjustment of \$390,000 per the confirming source.



#### **SALES 4 AND 5**



**Sale 4 (\$774 per acre)** This is the sale of approximately 8,392.80 acres of grazing land that is located west of Williams and west of Arbuckle. The property is improved with a cabin and barn that are of negligible value. The topography ranges from flat, to moderately sloping and undulating, to steep. The carrying capacity for this ranch is reportedly to be around 700 pair per season. PG&E is available in some areas, and stock water is provided by seasonal creeks, ponds, and springs.

**Sale 5 (\$775 per acre)** Approximately 12,896.46 acres of winter livestock range, with flat and gently sloping, to moderately sloping and undulating, to steep variations in topography. Access to the property is via paved and gravel based public roads. There is no irrigation water available to the property, stock water is provided from creeks, ponds, and wells with troughs. Utilities are minimal with only telephone service available. Electric power is provided by private hydroelectric plant supplied by the creek and backup solar panels. The property is improved with a manufactured home, cabin, powerhouse, and stock barn. The contributory value of the improvements is approximately \$70,000 which is considered negligible at about \$5 per acre overall. Some of the property is within a designated flood zone. This ranch is encumbered by an American Land Conservancy Conservation Easement which is nominally restrictive to (livestock grazing, no subdivision, and limits on residential improvements). The conservation easement has only a minor negative value impact as it does not change the highest and best use of the land. This property is within the Williamson Act.







**Sale 6 (\$315 per acre)** This is the sale of Dodge Ranch near Ravendale. The ownership totaled 23,500 acres in 27 nearby but non-contiguous parcels that are connected by BLM acreage. The acreage is at 5,000 to 6,000 feet in elevation making it similar to the subject in this regard. The property is improved with three dwellings, one bunkhouse, a shop, haybarn, along with livestock corrals and working facilities. The improvements were reported at \$200,000. Farm equipment was included in the sale which was valued at \$1,600,000. The property had been used for hay production.

An **additional sale** was also considered, but it is quite stale, and confirmation was not complete. It sold in 2014 and consists of about 12,000 acres at about 4,0-00 to 5,000 feet elevation in the Dixie Valley area about 20 miles north of the subject, plus about 5,100 acres of winter range west of Red Bluff. The sale also included 103,000 acres of adjoining BLM/USFS acreage under lease. The acreage features multiple dwellings, some of which are significant, as well as numerous other smaller structures and improvements. Including the improvements, the gross price is reported at \$586 per acre, but due to the laws in existence at the time, the sale price is not reflected in the deed and cannot be confirmed. We have considered this as an additional sale due to its proximity to the subject and similarity in altitude.

# Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment to the comparable was applied if inferior. A summary of the elements of comparison follows.



## **Transaction Adjustments**

These items are applied prior to the application of market conditions and property adjustments. Transaction adjustments include: Real Property Rights Conveyed, Financing Terms, Conditions of Sale, and Expenditures made immediately after purchase.

Sale 3 involved favorable owner financing, and this has already been adjusted. Sale 5 sold with a conservation easement, but it does not change the highest and best use of the land and the impact on value is not profound. Nonetheless, Sale 5 involved inferior property rights, and it warrants upward adjustment for this factor. None of the other sales required adjustment for these transactional factors.

#### Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuations in supply and demand and other factors. The sales are arranged in descending order by sale date. The comparables are considered to represent generally recent sale transactions, relatively near the date of value. Furthermore, the market for this type of property has been relatively level, with a slight upward trend. Overall, while no formal adjustment is applied, we have considered the improving general economic trends in our reconciliation.

## **Property Adjustments**

Property adjustments are based on locational and physical characteristics and are applied after the application of transaction and market conditions adjustments. We have summarized our adjustment analyses below. The pertinent elements of comparison and adjustments, if warranted, are based on our market research, best judgment, and experience in the appraisal of similar properties.

We have considered location with regard to proximity to linkages and accessibility. We have also considered the differences in topography, water improvements and structures, and magnitude. Severe topography limits productivity. Water and structural improvements are a factor in value enhancement, and there is a recognized relationship between size and price. Larger magnitude sales will almost universally sell for less per unit of measure than smaller magnitude sales, although this factor can sometimes be offset to some extent by other elements of comparison.

The valuation analyses are summarized in the following ranking array. The sales are arranged in descending order by sale price per acre. In such an array, the indicated value for the subject is shown on the following page below those which require downward adjustment, and above those which require upward adjustment.



#### **RANKING ARRAY**

No.	Location	Sale Date	Size (Acres)	Price/Acre	Comment
2	Lowe Trust - Corning Tehama County	2/15/2018	5,379.85	\$1,097	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
1	Lazy Spade - Red Bluff Tehama County	6/8/2018	6,579.28	\$1,060	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
5	Nobmann, LLC - Williams Colusa County	3/27/2017	12,896.46	\$775	Downward adjustment is required for the lower elevation, superior accessibility and year round utility. These offset a slight upward adjustment for inferior property rights.
4	M & R LaGrande - Arbuckle, Colusa County	4/17/2017	8,392.80	\$774	Downward adjustment is required for the smaller magnitude and lower elevation, superior accessibility and year round utility.
3	Peyton Pacific - Red Bluff Tehama County	10/26/2017	16,127.80	\$582	Downward adjustment is required for the lower elevation, superior accessibility and year round utility. These offset a slight upward adjustment for larger magnitude.
Subject	Loyalton Ranch	5/20/2020	10,273.95	\$400	Three acreage components of 4,272, 3,582 and 2,419 acres with the larger portions having access from a public road, and the third being very remote and accessible only via eaement.
6	Dodge Ranch	7/22/2016	23,500.00	\$315	Upward adjustment for greater magnitude, and a slight upward adjustment for improved market conditions.

#### Reconciliation and Conclusion

The sales reflect range of \$315 to \$1097 per acre. Sale 6 is the lowest indicator which is the largest in magnitude. A reasonable value for the subject would be higher than the indication from Sale 6. The highest indicators are Sales 2 and 1, both of which are much smaller in magnitude, and both have superior access and utility. The remaining sales reflect a range from \$582 per acre to \$775 per acre.

All of the sales are agricultural grazeland in nature and offer varying degrees of improvements. Sale 4 (\$774/acre) is closest in size compared to the subject but has superior access. A reasonable value for the subject would be less than \$774 per acre. Sale 3 (\$582/acre) has lower elevation, superior accessibility, and is larger in magnitude. A reasonable value for the subject would lower than \$582/acre. A value of \$400 per acre is concluded.

# Sales Comparison Approach Conclusion

Overall, we have concluded that the value of the subject property, as of the effective date of value of May 20, 2020 can be calculated on the basis of \$400 per acre. This figure results in a value indication of \$4,110,000.

Value Indication via Sales Comparison Approach					
Total Acres		10,273.95			
Value per Acre		\$400			
Value Indication via Sales Comparison Approach		\$4,109,580			
	rounded	\$4,110,000			



# Reconciliation

Only one approach to value was considered applicable, therefore, no formal reconciliation is required.

The indicated value from the applicable approach and our concluded market value for the subject property are summarized in the following table.

#### **Value Indications**

Approach to Value	As Is
Cost	Not Applicable
Sales Comparison	\$4,110,000
Income Capitalization	Not Applicable
Value Conclusion	
Component	As Is

Component	As Is
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Value	May 20, 2020
Value Conclusion	\$4,110,000
	\$400.04 per acre

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

# **Extraordinary Assumptions:**

- In terms of physical characteristics of the property, we relied on information provided by our client, along with public record information and technology platforms including google earth.
   It is an extraordinary assumption of the appraisal that the information contained herein is accurate
- Legal access is assumed to exist for each of the three main property components. It is reported that the acreage has been used for grazing of livestock, and the acreage is thus assumed to be suitable for this use.

# Hypothetical Conditions:

None

# Exposure Time and Marketing Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, similar marketing and exposure time estimates of four to six months are considered reasonable and appropriate for the subject property.



# **General Assumptions and Limiting Conditions**

This appraisal is subject to the following general assumptions and limiting conditions:

- 1. The legal description if furnished to us is assumed to be correct.
- 2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
- 3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Northern California will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
- 4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
- 5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
- 6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless previous arrangements have been made.
- 7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Northern California is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
- 8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
- 9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
- 10. The sketches, maps, plats, and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
- 11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.



- 12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
- 13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
- 14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Northern California and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability, or accountability to any third party.
- 15. Distribution of this report is at the sole discretion of the client, but third parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
- 16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Northern California.
- 17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
- 18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed, nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
- 20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
- 21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.



- 22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
- 23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
- 24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
- 25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
- 26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
- 27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.



- 28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment, or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
- 29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
- 30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
- 31. No changes in any federal, state, or local laws, regulations, or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
- 32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
- 33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
- 34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.



- 35. You and Valbridge Property Advisors | Northern California both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Northern California and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Northern California or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Northern California for this assignment, and under no circumstances shall any claim for consequential damages be made.
- 36. Valbridge Property Advisors | Northern California shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Northern California. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Northern California and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Northern California harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Northern California in such action, regardless of its outcome.
- 37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Valbridge Property Advisors | Hulberg & Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
- 38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
- 39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
- 40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.
- 41. The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy, or the market in which the subject property is located. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.



### Certification – John A. Hillas, MAI, SRA

I certify that, to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 9. John A. Hillas has personally inspected the subject property.
- 10. No one provided significant real property appraisal assistance to the person signing this certification.
- 11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- 12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.

John A. Hillas, MAI, SRA Managing Director

California Certified License #AG002432



### **Addenda**

### Glossary

### Qualifications

• John A. Hillas, MAI, SRA - Managing Director

Information on Valbridge Property Advisors

Office Locations



### Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

### Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management, often a long-term lease to a credit tenant. (Dictionary)

### **Amortization**

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

### As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

### Base Rent

The minimum rent stipulated in a lease. (Dictionary)

#### Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

### **Building Common Area**

In office buildings, the areas of the building that provide services to building tenants, but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

### **Building Rentable Area**

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

### **Bulk Value**

The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

### Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

### Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, and upkeep. (ICSC – International Council of Shopping Centers, 4<sup>th</sup> Ed.)

### Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

### **Conservation Easement**

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

### Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)



### Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

### **Deed Restriction**

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

### Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

### **Disposition Value**

The most probable price that a specified interest in property should bring under the following conditions:

Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.

The property is subjected to market conditions prevailing as of the date of valuation.

Both the buyer and seller are acting prudently and knowledgeably.

The seller is under compulsion to sell.

The buyer is typically motivated.

Both parties are acting in what they consider to be their best interests.

An adequate marketing effort will be made during the exposure time.

Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Easement

The right to use another's land for a stated purpose. (Dictionary)

### **EIFS**

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

### **Effective Date**

The date on which the appraisal or review opinion applies. (SVP)

In a lease document, the date upon which the lease goes into effect. (Dictionary)

### Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

### **Effective Rent**

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

#### **EPDM**

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

### **Escalation Clause**

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause or stop clause*. (Dictionary)

### **Estoppel Certificate**

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

### **Excess Land**

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

### **Excess Rent**

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

### **Expense Stop**

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)



### **Exposure Time**

The time a property remains on the market.

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

<u>Comment:</u> Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

### **Extraordinary Assumption**

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

<u>Comment</u>: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

### Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

### Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

### Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full-service lease*. (Dictionary)

### Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

### Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business.* (Dictionary)

### Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the abovegrade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.

### Gross leasable area plus all common areas.

For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

### **Gross Measured Area**

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

### Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

### **Gross Retail Sellout**

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the aggregate of the retail values, aggregate retail selling price or sum of the retail values. (Dictionary)

### **Ground Lease**

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

### **Ground Rent**

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

### **HVAC**

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

### Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical



possibility, financial feasibility, and maximum productivity.

The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use of for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)

[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

### **Hypothetical Condition**

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

<u>Comment</u>: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

### **Industrial Gross Lease**

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance, and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

### Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping, and architect's fees). (Dictionary)

### **Investment Value**

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

### Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

### Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

### Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

See also Positive Leasehold and Negative Leasehold.

### Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

### Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

### Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

Consummation of a sale within a short time period.

The property is subjected to market conditions prevailing as of the date of valuation.

Both the buyer and seller are acting prudently and knowledgeably.

The seller is under extreme compulsion to sell.

The buyer is typically motivated.

Both parties are acting in what they consider to be their best interests.

A normal marketing effort is not possible due to the brief exposure time.

Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

### **Major Vertical Penetrations**

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural



columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

#### Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

### Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated.

Both parties are well informed or well advised and acting in what they consider their own best interests.

A reasonable time is allowed for exposure in the open market.

Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

### Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

### Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

### **Modified Gross Lease**

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense

responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, net net lease, partial net lease, or semi-gross lease. (Dictionary)

### **Negative Leasehold**

A lease situation in which the market rent is less than the contract rent. (Dictionary)

### Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

### Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

### Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

### Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

### Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

### Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

### Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed- reflects the property's market value as of the time that development is expected to be complete. (Dictionary)



### Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value — as stabilized — reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

### Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

### Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

### **Retrospective Value Opinion**

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

### Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party, a type of leasehold estate. (Dictionary)

### Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

### Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

### **Surplus Land**

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

### **TPO**

Thermoplastic polyolefin, a resilient synthetic roof covering.

### Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease*, *net net lease*, *or fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

### Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

### Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

### **VTAB**

Value of the Total Assets of a Business. The value of a going concern (i.e. the business enterprise). (Dictionary)



### Qualifications



### Qualifications of John A. Hillas, MAI, SRA **Managing Director**

Valbridge Property Advisors | Northern California



### Independent Valuations for a Variable World

	State Certifications	Memberships/Affiliations/Honors		
		Member	Appraisal Institute	
_	Certified General RE Appraiser	2012 Chair	Appraisal Institute Fall Conference	
	State of California	2009 & 2020 Chair	Appraisal Institute Spring Conference	
		2008 Chair	Appraisal Institute Region One	
	Formal Education	2007-08 Director	Appraisal Institute Board of Directors	
		2004 President	Northern CA Chapter, Appraisal Institute	
	B.B.A. Business Administration University of Oregon	1998 President	Sierra Chapter, Appraisal Institute	
		Associate Member	American Society of Farm Managers & Rural Appraisers (ASFMRA)	
		<b>Expert Witness</b>	Superior Courts of Stanislaus, Merced, Placer	
	ΛΛς		and Sacramento Counties	

A.A.S.

Anchorage Community College

**Business Administration** 

### **Contact Details**

209-623-1451 (p)

### jhillas@valbridge.com

Valbridge Property Advisors | Northern California 2813 Coffee Road, Suite E-2 Modesto, CA 95355

www.valbridge.com

### Appraisal Institute Related Courses & Examinations Passed

**Appraisal Institute**: All courses and examinations required for the MAI and SRA designations, as well as thousands of hours of continuing education.

### Speaking Engagements:

### Nor-Cal Chapter, Appraisal Institute:

Authored/Presented Workshops:

- "Analyzing Operating Expenses"
- "Adjustments in Valuation Analyses"
- "Appraisal of Small Residential Income Properties"
- "Mastering Marshall Using Marshall & Swift Cost Data"

### Risk Management Association (RMA) Central Valley Chapter:

Authored/Presented Workshop:

"Real Estate Overview"

### California Chapter, ASFMRA

Authored/Presented Workshop:

"Valuation of Transitional Property"

### San Joaquin County Assessor In-house Training:

Authored/Presented Seminar:

"Valuation of Subdivision Properties"



### Related Valuation Experience

Valuation experience includes all sorts of general commercial, industrial, retail, office, multiple-unit residential, existing, and proposed residential, commercial, and industrial subdivisions and transitional land, commercial and agricultural lands including large ranches, orchards, and cropland. Work has been performed for a wide variety of needs including estate planning/filing, lending, condemnation, and general litigation support.

### **Managing Director**

Valbridge Property Advisors | Northern California (2013-Present) Modesto, California

### Senior Vice President, Branch Manager

Hulberg & Associates, Inc. (2007-2013 joined to create Valbridge Property Advisors in 2013) Modesto, California

### **Owner/Appraiser**

Sierra Valuation Consultants (1996-2007) Modesto, California

### **Senior Appraiser**

National Valuation Consultants, Inc. (1995-1996) Denver, Colorado

### **Senior Appraiser**

San Francisco Federal Savings and Loan (1992-1995) Modesto, California

### **Senior Appraiser**

Private Real Estate Valuation Firm (1991-1992) Modesto, California

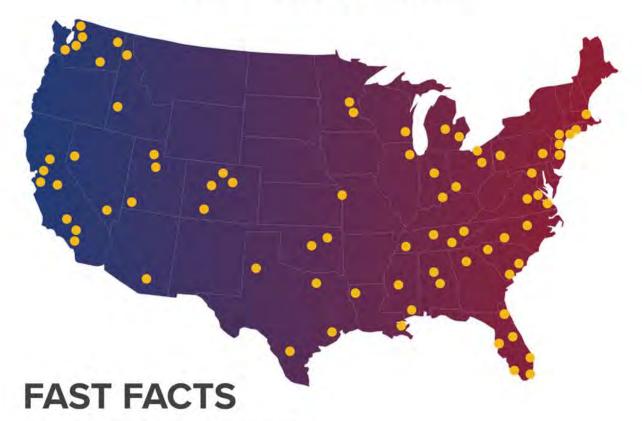
### **Appraiser**

Stockton Savings Bank (1987-1991) Modesto, California

### **Appraiser**

Hillas Appraisal Company (1980-1987) Homer, Alaska





### COMPANY INFORMATION

- Valbridge is the largest independent national commercial real estate valuation and advisory services firm in North America.
  - o Total number of MAI-designated appraisers: 200+ on staff
  - Total number of office locations: 70+ across U.S.
  - Total number of staff: 675+ strong
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.



# Valbridge PROPERTY ADVISORS

#### ALABAMA

4732 Woodmere Boulevard Montgomery, AL 36106 334,277,5077

200 Cahaba Park Circle Suite 213 Birmingham, AL 35242 205.440,2998

#### ARIZONA

6061 E. Grant Road Suite 121 Tucson, AZ 85712 520,321,0000

#### CALIFORNIA

4915 Calloway Drive Suite 101 Bakersfield, CA 93312 661.587.1010

1370 N. Brea Boulevard Suite 255 Fullerton, CA 92835 714.449.0852

2813 Coffee Road Suite E-2 Modesto, CA 95355 209.569.0450

99 S. Lake Avenue Suite 21 Pasadena, CA 91101 626.744.0428

3090 Fite Circle Suite 202 Sacramento, CA 95827 916.361.2509

55 South Market Street Suite 1210 San Jose, CA 95113 408.279.1520

3160 Crow Canyon Place Suite 245 San Ramon, CA 94583 925.327.1660

### COLORADO

7445 E. Peakview Avenue Centennial, CO 80111 303.443.9600

5345 Arapahoe Avenue Suite 7 Boulder, CO 80303 303.443.9600

23272 Two Rivers Road Unit 101 Basalt, CO 81621 970.340.1016

1099 Main Avenue Suite 311 Durango, CO 81301 970.340.1016

### CONNECTICUT

15 Concord Street Glastonbury, CT 06033 860.246.4606

17 Covewood Drive Norwalk, CT 06853 203.286,6520

#### FLORIDA

2240 Venetian Court Naples, FL 34109 239.514.4646

301 Almeria Avenue, Suite 350 Coral Gables, FL 33134 305 639 8029

10950 San Jose Boulevard Jacksonville, FL 32223 844.822.7825

734 Rugby Street Orlando, FL 32804 844,822,7825

2601 W Horatio Street Unit 6 Tampa, FL 33609 844.822.7825

2711 Poinsettia Avenue West Palm Beach, FL 33407 561.833.5331

### GEORGIA

2675 Paces Ferry Road Suite 145 Atlanta, GA 30339 678.644.4853

### IDAHO

1459 Tyrell Lane Suite B Boise, ID 83706 208.336.1097

1875 N. Lakewood Drive Suite 100 Coeur d'Alene, ID 83814 208.292.2965

### ILLINOIS

566 W. Lake Street Suite 240 Chicago, IL 60661 312.288.8687

### INDIANA

820 Fort Wayne Avenue Indianapolis, IN 46204 317.687.2747

### KANSAS

10990 Quivira Road Suite 100 Overland Park, KS 66210 913.451.1451

### KENTUCKY

9000 Wessex Place Suite 306 Louisville, KY 40222 502.585.3651

### LOUISIANA

2030 Dickory Avenue Suite 200 New Orleans, LA 70123 504.541.5100

### MARYLAND

11100 Dovedale Court Marriottsville, MD 21104 443.333,5522

#### MASSACHUSETTS

260 Bear Hill Road Suite 106 Waltham MA 02451 781,790,5645

#### MICHIGAN

1420 Washington Blvd. Suite 301 Detroit, MI 48226 313.986.3313.

2127 University Park Drive Suite 390 Okemos, MI 48864 517.336.0001

#### MINNESOTA

255 East Kellogg Boulevard Suite 102A St. Paul, MN 55101 651,370.1475

### MISSISSIPPI

1010 Ford Street Gulfport, MS 39507 228.604,1900

737 Highway 51 Suite 1C Madison, MS 39110 601.853.0736

501 Highway 12 West Suite 150-M Starkville, MS 39759 662.617.2350

### MISSOURI

1118 Hampton Avenue Suite 208 St Louis, MO 63139 314.255-1323

10990 Quivira Road Suite 100 Overland Park, KS 66210 913.451.1451

### NEVADA

3034 S. Durango Drive Suite 100 Las Vegas, NV 89117 702.242.9369

6490 S McCarran Blvd #51 Reno, NV 89509 775.204.4100

### NEW JERSEY

2740 Route 10 West, Suite 204 Morris Plains, NJ 07950 973.970.9333

3500 Route 9 South, Suite 202 Howell, NJ 07731 732.807.3113

### NEW YORK

424 West 33rd Street Suite 630 New York, NY 10001 212,268,1113

### NORTH CAROLINA

412 E. Chatham Street Cary, NC 27511 919.859.2666

### NORTH CAROLINA (cont'd)

5950 Fairview Road, Suite 405 Charlotte, NC 28210 704.376.5400

#### OHIO

1655 W. Market Street Suite 130 Akron, OH 44313 330.899.9900

8291 Beechmont Ave., Suite B Cincinnati, OH 45255 513.785.0820

1422 Euclid Avenue Suite 616 Cleveland, OH 44115 216.367.9690

### OKLAHOMA

5909 NW Expressway Suite 104 Oklahoma City, OK 73132 405.603.1553

6666 South Sheridan Road Suite 104 Tulsa, OK 74133 918.712.9992

#### PENNSYLVANIA

150 S. Warner Road Suite 440 King of Prussia, PA 19406 215.545.1900

4701 Baptist Road Suite 304 Pittsburgh, PA 15227 412.881.6080

### SOUTH CAROLINA

11 Cleveland Court Greenville, SC 29607 864.233.6277

920 Bay Street Suite 26 Beaufort, SC 29902 843.342.2302

1250 Fairmont Avenue Mt. Pleasant, SC 29464 843.881.1266

### TENNESSEE

5205 Maryland Way Suite 300 Brentwood, TN 37027 615.369.0670

701 Broad Street Suite 209 Chattanooga, TN 37402 423.285.8435

213 Fox Road Knoxville, TN 37922 865.522,2424

756 Ridge Lake Blvd Suite 225 Memphis, TN 38120 901.753.6977

### TEXAS

High Point Center 12225 Greenville Avenue Suite 490 Dallas, TX 75243

#### TEXAS (cont'd)

974 Campbell Road Suite 204 Houston, TX 77024 713.467.5858

2731 81st Street Lubbock, TX 79423 806.744.1188

9901 IH-10 West Suite 1035 San Antonio, TX 78230 210.227.6229

### UTAH

321 North County Boulevard Unit D American Fork, UT 84003 801.492.9328

1100 East 6600 South Suite 201 Salt Lake City, UT 84121 801,262,3388

20 North Main Suite 304 St. George, UT 84770 435.773.6300

#### VIRGINIA

656 Independence Parkway Suite 220 Chesapeake, VA 23320 757,410,1222

4914 Fitzhugh Avenue Suite 102 Richmond, VA 23230 757-345-0010

5107 Center Street Unit 2B Williamsburg, VA 23188 757,345.0010

### WASHINGTON

18728 Bothell Way, NE Suite B Bothell, WA 98011 425.450.0040

2927 Colby Avenue Suite 100 Everett, WA 98201 425.258.2611

419 Berkeley Avenue Suite A Fircrest, WA 98466 253.274.0099

8378 W. Grandridge Boulevard Suite 110-D Kennewick, WA 99336 509.221.1540

506 Second Avenue Suite 1001 Seattle, WA 98104 206 209 3016

324 N. Mullan Road Spokane Valley, WA 99206 509.747.0999

### WISCONSIN

12660 W. North Avenue Brookfield, WI 53005 262.782.7990

CORPORATE OFFICE

2240 Venetian Court Naples, FL 34109 239-325-8234 phone 239-325-8356 fax



### City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

### Agenda Report

21-597 Agenda Date: 5/4/2021

### REPORT TO COUNCIL

### SUBJECT

Action on a Resolution Authorizing the City Manager to Award and Execute Agreements, Amendments, Purchase Orders, and Change Orders, with Various Vendors as Required to Complete Emergency Repairs, Corrective and Preventative Maintenance at the Gianera Generating Station Increasing Previous Authorization to an Aggregate Amount Not-to-Exceed \$10,000,000

### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

### BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP) operates three power generation facilities within City limits: the Donald Von Raesfeld Power Plant (DVR), the City of Santa Clara Cogeneration Plant, and the Gianera Generating Station (Gianera). These plants are critical to providing sufficient power to meet electric grid reliability requirements, the needs of SVP's power customers, and SVP's Resource Adequacy (RA) requirements.

Gianera houses two General Electric Frame 5 gas turbines (Unit 1 and Unit 2). In Fall of 2020, staff identified issues with the generator and accessory gearbox on Gianera Unit 2 and took initial actions to bring the engine back online. Upon further investigation staff determined that significant repairs were needed to bring the engine back online without risking damage to the system.

On December 16, 2020, Council adopted a Resolution authorizing the City Manager to negotiate and execute agreements, amendments, and change orders with various vendors as required to complete repairs at Gianera, for an aggregate amount not-to-exceed \$1,000,000. The Resolution also directed staff to provide Council with a report on the contracts awarded and work performed once the repairs were completed. On January 12, 2021, Council adopted a Resolution increasing the aggregate maximum compensation from \$1,000,000 to \$2,567,736, after staff discovered more critical issues could have resulted in significant equipment damage or forced outage if left unresolved.

The Gianera Unit 2 repairs have been completed and the engine is now operational. The total cost to date is \$1,837,621. Work included the following services provided by the following contractors:

### Allied Power Group (APG):

- Repair Unit 2 accessory gearbox
- Replacement of failed bearing
- Flush / replace Unit 2 lubricating oil (removal of metal debris from bearing failure)
- Inspection & troubleshooting of Unit 1

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Electrical Maintenance Consultants (EMC):

Inspection and repairs of generator rotor

### DISCUSSION

While Gianera Unit 2 was under repair, Unit 1 experienced a set of catastrophic issues and taken offline. Gianera Unit 1 is now unavailable for dispatch to meet electric grid reliability requirements and RA needs. An inspection of Unit 1 revealed the following critical issues:

- Cracked blades in the compressor section that will require repair/replacement
- A failed oil seal on a bearing that requires replacement
- Severely cracked combustion liners that require replacement
- Disintegrating Turbine shroud blocks.

The turbine shroud blocks are especially concerning because as they disintegrate the debris causes impact damage to downstream turbine blades. The amount and severity of the damage discovered requires a complete disassembly of the Unit 1 engine. Staff anticipates that further issues may be uncovered while dismantling the unit for repair.

Staff took initial actions, using existing contracts in place, to address the engine issues but were unable to make repairs to eliminate potential further equipment damage up to and including catastrophic failure of major components of the turbine, generator, and accessory gearbox. It is important to note that as part of SVP's new more proactive maintenance program, the Unit 1 engine was already scheduled for a major overhaul in October 2021, and staff was already developing a competitive Request for Proposals (RFP) to select a vendor to perform the overhaul. However, the discovery of the aforementioned critical issues has significantly moved up SVP's timeline to address the turbine engine. The Unit 1 engine needs repairs and to be put back into service by August 1, 2021. While an RFP is in development, the RFP and contract processes will not be completed in time to have the Unit 1 engine back in service by August 1, 2021.

Leaving the Unit 1 engine offline is particularly concerning in the summer months, where power needs may be especially high. Additionally, there are concerns related to drought water conditions, which are anticipated to impact power availability from remote hydroelectric sites under contract by SVP. The Unit 1 downtime combined with any drought conditions can lead to estimated revenue losses of up to \$16,000 per day. SVP has sufficient RA capacity until August. However, historically August and September are critical months for energy sources and RA Capacity in California.

Staff recommends authorizing the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete Unit 1 repairs at the Gianera Plant, including sole source authorization(s) where a bid process is not feasible. Staff also recommends that the major overhaul work that would have occurred in October be completed to avoid the additional costs of dismantling the unit a second time. While an RFP will not be completed in time to cover this work, staff still intends to release the RFP to establish a long-term master agreement for future turbine engine service needs. The master agreement approach aligns with SVP's new proactive maintenance approach and also with the recent Council approved maintenance master agreements for the turbines at DVR.

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Staff anticipates that the primary contractor will be Applied Power Group (APG), as they performed the major services necessary to bring the Unit 2 engine back into service. APG is also the vendor that the Northern California Power Agency (NCPA) recommends for Turbine repairs. Additionally, staff will execute a separate agreement with a Technical Field Advisor to support staff and oversee the project, direct the prime contractor, and represent the City.

This authorization will not be used for any purpose other than services needed at the Gianera Power Plant including emergency repairs, corrective maintenance, and preventative maintenance that can be economically completed at the same time in order to assure reliable operation through the summer, and until an RFP process is completed and contract awarded.

SVP will coordinate closely with the Purchasing Division as well as the City Attorney's Office to procure and negotiate agreements with terms acceptable to the City, including obtaining reasonable pricing and ensuring compliance with applicable prevailing wage and bonding requirements. Where possible, staff will work with existing contractors but, due to the unknown cause of the issue, staff may need to identify and execute agreements with new vendors. Any requirements resulting in new agreements shall be procured pursuant to the City's purchasing rules including for emergency procurements as applicable. Staff will provide the Council with an updated report on all items associated with the work at Gianera and this authorization once all work has been completed and both units are online and operating.

### ENVIRONMENTAL REVIEW

Council action on this item is exempt from CEQA review under Section 15301 of the CEQA Guidelines, operation, repair, and maintenance of existing public facilities.

### FISCAL IMPACT

Funds for all repairs and related costs will come from the Major Engine Overhaul and Repair capital project budgeted in the Electric Utility Capital Fund.

The total cost of work at the Gianera Power Plant is estimated not to exceed \$10,000,000 including the previous authorization of \$2,567,736. This includes the work already completed for Gianera Unit 2 as well as estimated costs for a major overhaul of Gianera Unit 1.

### COORDINATION

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

### PUBLIC CONTACT

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

### RECOMMENDATION

Adopt a Resolution authorizing the City Manager to negotiate, award and execute agreements, amendments, purchase orders, and change orders with various vendors as required to complete

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emergency repairs, corrective and preventative maintenance at the Gianera Generating Station increasing previous authorization to an aggregate amount not-to-exceed \$10,000,000 and directing staff to provide Council with a report on contracts awarded and work performed once the repairs have been completed.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

### ATTACHMENT

1. Resolution - Gianera Emergency Repairs and Maintenance

### RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AMENDMENTS, PURCHASE ORDERS, CHANGE ORDERS, AND NEW AGREEMENTS WITH VARIOUS VENDORS AS REQUIRED TO COMPLETE EMERGENCY REPAIRS AND MAINTENANCE AT THE GIANERA GENERATING STATION, IN AN AGGREGATE AMOUNT NOT-TO-EXCEED \$10,000,000

### BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

three power generation facilities within the city limits: the Donald Von Raesfeld Power Plant, the City of Santa Clara Cogeneration Plant, and the Gianera Generating Station (Gianera);

WHEREAS, in fall 2020; SVP staff identified issues with the Generator and Accessory Gearbox on Gianera Unit 2 and took numerous actions to bring the system online and, upon investigation, staff determined that significant repairs were needed to bring the system online without risking damage to the system;

WHEREAS, the City of Santa Clara's Electric Department, Silicon Valley Power (SVP) operates

**WHEREAS,** on December 16, the City Council authorized the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs at the Gianera Generating Station, in an aggregate amount not-to-exceed \$1,000,000;

**WHEREAS**, while Gianera Unit 2 was shut down, staff initiated routine inspections and maintenance and discovered that the Generator rotor on Unit 2 had suffered damage due to the sustained, elevated vibrations leading up to the October 13, 2020 forced outage;

WHEREAS, on January 12, 2021, City Council of the City of Santa Clara authorized the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs at the Gianera Generating Station, in an aggregate amount not-to-exceed \$2,567,736 (an increase of \$1,567,736 from the previous authorization):

WHEREAS, during the period that Gianera Unit 2 was under repair, Gianera Unit 1 experienced

a set of catastrophic issues and was taken offline. Staff took remedial actions, using existing contracts in place, but was unable to make repairs to eliminate potential further equipment damage up to and including catastrophic failure of major components of the turbine, generator, and accessory gearbox. Staff determined that a major overhaul of Gianera Unit 1 is needed before bringing it back into service. The major overhaul was budgeted and scheduled for fall of 2021;

WHEREAS, Gianera Unit 1 and Unit 2 are critical to providing sufficient power to meet the electric grid reliability requirements, the needs of SVP's power customers, and SVP's Resource Adequacy requirements especially in the summer when drought conditions are anticipated; and WHEREAS, SVP staff estimates that without Gianera Unit 1's production, SVP is experiencing economic loss of up to \$10,000 per day because power that could be produced by Gianera Unit 2 needs to be purchased on the market. That loss may increase to \$16,000 per day in the summer months.

# NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

- 1. That the City Council of the City of Santa Clara does hereby authorize the City Manager to negotiate and execute amendments, change orders, and new agreements with various vendors as required to complete all repairs at the Gianera Generating Station, in an aggregate amount not-to-exceed \$10,000,000 an increase of \$7,432,264 from the previous authorization.
- 2. That this authorization shall not be used for any purpose other than services needed at the Gianera Power Plant including emergency repairs, corrective maintenance, and preventative maintenance that can be economically completed at the same time in order to assure reliable operation through the summer, and until an RFP process is completed and contract awarded.
- 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

Rev: 11/22/17

THEREOF HELD ON THE DAY OF, 2021, BY THE FOLLOWING VOTE:				
AYES:	COUNCILORS:			
NOES:	COUNCILORS:			
ABSENT:	COUNCILORS:			
ABSTAINED:	COUNCILORS:			
		ATTEST:		
		ATTEST.	NORA PIMENTEL, MMC	
			ASSISTANT CITY CLERK	
			CITY OF SANTA CLARA	

Attachments incorporated by reference: None

Resolution/Emergency Repairs and Maintenance at the Gianera Generating Station Rev: 11/22/17



### City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

### Agenda Report

21-588 Agenda Date: 5/4/2021

### REPORT TO COUNCIL

### SUBJECT

Discussion and Consideration to Establish a Boards and Commission Eligibility List Policy

### COUNCIL PILLAR

Enhance Community Engagement and Transparency

### **BACKGROUND**

At the March 10, 2021 Special Council meeting, the Council directed staff to present policy options that formalize the process for establishing a Boards and Commissions eligibility list before the Board and Commission interviews, which take place on May 24, 2021. The following report provides background on the origination of the current eligibility list process and options the Council may want to consider formalizing the process.

As background, the former City Council, on April 1, 2019 decided that if any given board and commission recruitment yielded a large pool of applicants and upon the interview process the Council determined that there were multiple qualified applicants, the Council may recommend establishment of an eligibility list that may be used to fill any vacancies that occurred in the following 12 month period.

At that time, the City Council wanted the discretion to either appoint automatically upon a vacancy <u>or</u> interview those on the eligibility list This process allowed the Council the flexibility to automatically appoint or invite back the applicant to interview for a vacancy without doing a recruitment and interview process knowing that there was a qualified pool to fill an unanticipated vacancy.

The former Council also directed staff to formalize a policy for the Boards and Commission Recruitment, Selection, and Interview Process. Staff presented the report to the Governance Committee on September 14, 2020 and it was approved by the Committee as part of the update to the Boards and Commissions Handbook. This handbook is currently being reviewed and is scheduled to be presented to the Council in Fall/Winter 2021. This draft handbook included the eligibility list process:

<u>Eligibility List</u>: An eligibility list will be established at the discretion of the Council during an interview process and will be maintained on file in the City Clerk's office for a period of one year. During that year, an applicant may be appointed to an unanticipated vacancy for the Board, Commission or Committee which they applied.

### DISCUSSION

The current City Council requested that this item be placed on this agenda to discuss how to

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formalize and/or have a more structured eligibility list process. As noted above, the current process allows for Council discretion/flexibility to either automatically appoint or interview from an established eligibility list.

The establishment of a boards and commission eligibility list is a best practice amongst cities to streamline the overall process and help with staff resources and timeframes to appoint to a board and commission. This is a process that is widely used.

Options for Council consideration include:

- 1. An automatic appointment process upon a vacancy;
- 2. Invite applicant/s back for an interview upon a vacancy;
- 3. Do nothing if there is less than six months until the annual recruitment and a quorum of the board and commission exists; or
- 4. Not establish a list and open a recruitment when a vacancy occurs this option requires the most staff time.

### FISCAL IMPACT

There was no fiscal impact associated with the preparation of this report.

### COORDINATION

This report was coordinated with the City's 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>.

### **ALTERNATIVES**

Alternatives could range from establishing a list to make:

- 1. An automatic appointment upon a vacancy;
- 2. Invite applicant back for an interview;
- 3. Do nothing if there is less than six months until the annual recruitment and a quorum of the board and commission exists; or
- 4. Not establish a list and open a recruitment when a vacancy occurs.

### RECOMMENDATION

Staff makes no recommendation and seeks Council direction.

Reviewed by: Nora Pimentel, Assistant City Clerk Approved by: Deanna J. Santana, City Manager



### City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

### Agenda Report

21-671 Agenda Date: 5/4/2021

### REPORT TO COUNCIL

### SUBJECT

Council Discussion and Direction on proposed Charter Amendment to enact Council District elections and direction to return to the Council with an Ordinance to Enact the Court-Ordered Six-District Map

### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

### BACKGROUND

A court order mandated that the City be divided into six City Council Districts through the November 2020 election and that only residents of each district vote for one Councilmember to represent them. While the Court ruling implemented district-based elections with six Council Districts and enjoined holding at-large elections of City Councilmembers, it did not amend the language of the City Charter, which currently states City Councilmembers are to be elected "at-large." The City has now entered into a Settlement Agreement with the plaintiffs in the Yumori-Kaku lawsuit which requires the City Council to adopt a resolution to place a measure on the ballot to amend the Charter to be in conformance with the 6 district election process ordered by the Court for the election of Council members. The Settlement Agreement requires that the resolution proposing the ballot measure for the charter amendment measure be adopted by June 1, 2021.

### DISCUSSION

Because Council previously received substantial public input through the work done by the Charter Review Committee that was established after Measure N, much of its work regarding wording changes to the current Charter language in order to move to district elections has already been accomplished. We are providing an attachment that shows the changes to the current Charter language that would be made in order to eliminate language to the current at-large by numbered seat system and to clearly indicate the requirement to hold Council District elections for the election of members of the City Council and to have an at-large election of the Mayor.

The proposed charter amendment would include the following language:

Members of the City Council, excepting the Mayor, shall be elected by district. There shall be 6 (six) districts as such districts are designated on that certain map adopted by judgment of the Superior Court dated July 24, 2018, as set forth in Resolution No. 18-8585 of the City Council, as then subsequently amended by the procedures for redistricting established by an ordinance adopted by the City Council.

For the re-districting process to have a starting point, the Council would have to enact an ordinance to extend the use of the map to elections beyond 2020. The map that was designated would be subject to future boundary changes required by the redistricting process following receipt of 2020 US

21-671 Agenda Date: 5/4/2021

census data.

The Charter Review Committee also looked at other provisions that it recommended be included:

 A requirement that candidates be a resident of the district for a minimum of 30 days prior to the filing deadline

 Language that mandated the type of redistricting committee that could be appointed for the redistricting process

We offer this language as optional provisions that the Council might consider including in the proposed City Charter amendment. It is not necessary that Council include these provisions at the time that it adopts the ballot measure language in order to implement the Settlement Agreement. It could add these provisions at a later time.

### **ENVIRONMENTAL REVIEW**

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

### FISCAL IMPACT

The City Clerk's office has requested a cost estimate for placing a ballot measure on the primary June 2022 election from the Registrar of Voters office (ROV). The ROV has not gotten back to the city and estimates a response within six weeks. There are a few factors the ROV takes into consideration when calculating the cost (i.e. how many other cities are having an election and how many other ballot measures there will be) At this time staff can only estimate the cost to be between \$108,831 and \$200,000 based on prior ballot measures.

### PUBLIC CONTACT

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

### RECOMMENDATION

Staff recommends:

- City Council discuss the key elements of a Charter amendment and provide direction on the language to be included in a ballot measure for final approval at the Council's May 25, 2021 meeting:
  - a. Charter text changes to eliminate at large election of Councilmembers except the Mayor and to establish six single-member districts
  - b. Include 30-day residency requirement (optional)
  - c. Require Independent Redistricting Committee in the Charter (optional); and
- 2. City Council direct staff to bring back an ordinance to establish the court-ordered six district map for Councilmember elections as the map to be used for elections beyond 2020, subject to changes required by the redistricting process.

21-671 Agenda Date: 5/4/2021

Approved by: Hosam Haggag, City Clerk Brian Doyle, City Attorney

### **ATTACHMENTS**

1. Draft Charter Amendment language

2. Settlement Agreement

### DRAFT CHARTER AMENDMENT LANGUAGE

The Charter of the City of Santa Clara shall be amended as follows:

**Section 600** of the Charter of the City of Santa Clara is amended to be entitled and to read as follows:

Sec. 600 City elected officers.

No person shall be eligible to hold any the elective office in the City including of Mayor, City Council, or Chief of the Police Department and or City Clerk, unless he or she is a resident and a qualified registered elector of the City. No person shall be eligible to hold the elective office of City Council Member, excepting the Mayor, unless he or she is a qualified registered elector of the City and a resident in the district represented by the Council Member office.

In order to hold the elective office of Mayor, Chief of the Police Department or City Clerk
a person must have been a resident of the City of Santa Clara for at least thirty (30) days
immediately preceding the last day specified by law for the filing of nomination papers
with the City Clerk for such office or, if appointed, preceding the date of the person's
appointment to fill a vacancy.

In order to hold the elective office of Council Member, excepting the Mayor, a person must have been a resident of the City of Santa Clara and of the District represented by the person as a Council Member for at least thirty (30) days immediately preceding the last day specified by law for the filing of nomination papers with the City Clerk for such office or, if appointed, preceding the date of the person's appointment to fill a vacancy.

The elective officers of the City shall consist of a City Council composed of seven

members, the Chief of the Police Department and the City Clerk. The members of the City Council, (which includes the office of the Mayor) and the Chief of the Police Department and the City Clerk shall be elected from the City at large at the times and in the manner provided in this Charter. Except as otherwise herein provided, a person elected to an office for other than an unexpired term shall serve a term of four years and shall serve until a successor is elected and qualified. The term shall commence on the date the City Council certifies the canvass of the election returns submitted to it by the County Registrar of Voters.

The person receiving the most votes cast for a particular City office shall be declared duly elected. Ties shall be broken as provided from time to time by ordinance.

The office of Mayor shall be separately voted upon and is a separate office. The person elected at any election to the office designated "Mayor" shall be deemed elected, both as a Mayor and as a member of the Council. Although the Mayor is a Council member, his or her election does not change the number of Council members from seven.

No person shall be a candidate for both Mayor and a City Council office seat at the same election. However, an incumbent member of the City Council may run for the elective office of Mayor, and the Mayor may run for the separate office of Mayor or other City Council office. However, at no time shall a member of the Council, including the Mayor, hold more than one City elective office. Except as otherwise provided elsewhere in this Charter, no incumbent member of the City Council while serving in such office with an unexpired term of more than six months shall be a candidate for any numbered Council office seat other than the one which he or she holds.

**Section 700.1** of the Charter of the City of Santa Clara is amended to be entitled and to read as follows:

Sec. 700.1 Elections - Designation of seats.

For purposes of City Council elections, each Council office shall be designated by an appropriate descriptive designation, as follows: The Council seat which on the effective date of this Section is occupied by the Mayor shall continue to be designated as "Mayor"; each of the other six seats, respectively, shall be designated as "Council Member Seat No. 2," "Council Member Seat No. 3," "Council Member Seat No. 4," "Council Member Seat No. 5," "Council Member Seat No. 6" and "Council Member Seat No. 7" respectively, and shall continue to be designated by the respective designation. The designation so given to each such office shall thereafter be used in all election, nomination papers, certificates of election, and other election papers pertaining or referring to such office, and to designate incumbency in such office.

Sec. 700.1 Elections – City Council Districts.

Members of the City Council, excepting the Mayor, shall be elected by district.

For the election to be held in November 2020, tThere shall be 6 (six) districts as such districts are designated on that certain map adopted by judgment of the Superior Court dated July 24, 2018, as set forth in Resolution No. 18-8585 of the City Council, as then subsequently amended by the procedures for redistricting established by an ordinance adopted by the City Council.

For the elections to be held beginning in November 2022 and thereafter, there shall be three districts to be known as District 1, District 2 and District 3, as such districts shall be drawn by an independent redistricting committee following the 2020 United States

### Census, with elections to be conducted as follows:

- a. Each District shall be represented by two (2) Council Members.
- b. <u>In the election to be held in November 2022 the Council District elections shall be</u> conducted as follows:
  - 1. the voters of District 1 shall nominate and elect one (1) Council Member for a four-year term; and
  - 2. the voters of District 2 shall nominate and elect one (1) Council Member for a four-year term.
- c. <u>In the election to be held in November 2024 the Council District elections shall be</u> conducted as follows:
  - the voters of District 1 shall nominate and elect one (1) Council Member
     for a four-year term;
  - 2. the voters of District 2 shall nominate and elect one (1) Council Member for a four-year term; and
  - 3. the voters of District 3 shall nominate and elect two (2) Council Members.

    The candidate who receives the greatest number of votes shall be elected to a four-year term, and the candidate who receives the second greatest number of votes shall be elected to a two-year term.
- d. In the election to be held in November 2026 and in each Council District election

  held thereafter, the voters of each District shall nominate and elect one (1)

  Council Member for a four-year term.

**Section 700.2** of the Charter of the City of Santa Clara is amended to be entitled and to read as follows:

Sec. 700.2 Elections: Designation of Seats. Establishment of Independent Redistricting Committee

The City Council shall enact an ordinance to establish an independent redistricting committee in accordance with Elections Code Sections 23001 and 23003 to make changes to the City Council District boundaries.

Upon any redistricting pursuant to the provisions of this section of the Charter or the ordinances enacted hereunder, each incumbent member of the Council will continue, during the remainder of the member's term, to hold office and represent the district by which the member was elected prior to such redistricting, notwithstanding any provision of Section 600 requiring a member to be a resident of the district represented by such member.

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Filing fee Exempt Per Gov. Code § 6103

Steven G. Churchwell schurchwell@buchalter.com BUCHALTER, APC 500 Capitol Mall, Suite 1900 Sacramento, CA 95814

3 Sacramento, CA 9581 Tel: (916) 945-5168 4 Fax: (916) 945-5170

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Attorneys for Defendant City of Santa Clara

## SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SANTA CLARA

LADONNA YUMORI KAKU, WESLEY KAZUO MUKOYAMA, UMAR KAMAL, MICHAEL KAKU, and HERMINIO HERNANDO,

Plaintiffs,

VS.

CITY OF SANTA CLARA; and DOES 1 to 50, inclusive,

Defendants.

Case No. 17-CV-319862

STIPULATION FOR ENTRY OF SECOND AMENDED JUDGMENT AND [PROPOSED] SECOND AMENDED JUDGMENT

Assigned to: Department 5 Hon. Patricia M. Lucas

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STIPULATION AND [PROPOSED] SECOND AMENDED JUDGMENT - CASE NO. 17-CV-319862

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### STIPULATION FOR ENTRY OF SECOND AMENDED JUDGMENT

Plaintiffs (LADONNA YUMORI KAKU, WESLEY KAZUO MUKOYAMA, UMAR KAMAL, MICHAEL KAKU, and HERMINIO HERNANDO) and Defendant (CITY OF SANTA CLARA), collectively "the Parties," hereby stipulate as follows:

- 1. Plaintiffs and Defendant City of Santa Clara ("City") have entered into a Settlement Agreement and Release ("Agreement") in order to provide for the resolution of this action. A copy of that Agreement is attached hereto as Exhibit 1. The Agreement recites this Court's, and the Court of Appeal's, prior decisions and orders in this case, contains terms for its disposition including entry of a Second Amended Judgment, and includes a release of Plaintiffs' claims conditioned upon entry of that proposed Second Amended Judgment. In and pursuant to that Agreement the Parties jointly request the Court to enter the proposed Second Amended Judgment. A copy of that proposed Second Amended Judgment is attached to the Agreement as Exhibit A.
- As set forth in the Agreement, the Court's Amended Judgment entered January 22,
   2019 should be further amended by entry of the attached proposed Second Amended Judgment to include Plaintiffs' recovery of their costs on appeal.
- The Parties jointly request that the Court enter the attached proposed Second Amended Judgment, and retain jurisdiction of the action for the limited purpose of ensuring enforcement of its terms as specified therein.

Dated: April 21, 2021

BUCHALTER, APC

Steven G. Churchwell Attorneys for Defenant

Dated: April 20, 2021

Respectfully submitted,

GOLDSTEIN, BORGEN, DARDARIAN & HO

and a

Morris J. Baller, Of Counsel

Attorneys for Plaintiffs

Dated: April <u>20</u>, 2021

### LAW OFFICE OF ROBERT RUBIN

Attorneys for Plaintiffs

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### EXHIBIT 1

### SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement & Release ("Agreement") is made and entered into in Santa Clara County, California, on April 21, 2021, by and between LADONNA YUMORI-KAKU, WESLEY KAZUO MUKOYAMA, UMAR KAMAL, MICHAEL KAKU and HERMINO HERNANDO (collectively, the "Plaintiffs"), on the one hand, and the CITY OF SANTA CLARA ("City"), on the other hand (all collectively, the "PARTIES").

### RECITALS

WHEREAS, on December 5, 2017, the Plaintiffs filed a Complaint against the City in the Santa Clara County Superior Court (the "Complaint");

WHEREAS, on December 27, 2017, the Plaintiffs filed an Amended Complaint against the City in the Santa Clara County Superior Court (the "Amended Complaint");

WHEREAS, the Amended Complaint alleged, among other things, that the City's method of electing Councilmembers violated the California Voting Rights Act ("CVRA");

WHEREAS, the Liability Phase of the trial was held between April 23, 2018, and April 26, 2018, and the Superior Court, Hon. Thomas E. Kuhnle, presiding, issued a decision dated June 6, 2018, finding the City's election system in violation of the CVRA;

WHEREAS, the Remedies Phase of the trial was held between July 18, 2018, and July 20, 2018, after which Judgment was entered on July 24, 2018 in favor of the Plaintiffs;

WHEREAS, the Judgment enjoined the City and the Registrar of Voters from holding at-large elections for any City Council members, other than the position of Mayor;

WHEREAS, the Court retained jurisdiction over the parties and the action pursuant to California Code of Civil Procedure section 664.6;

WHEREAS, the City filed a Notice of Appeal on August 15, 2018;

WHEREAS, Plaintiffs moved for attorneys' fees and costs for trial;

WHEREAS, Defendant then filed a Motion to Tax Costs;

WHEREAS, following briefing and a hearing, the Superior Court issued an Amended Judgment on January 22, 2019, awarding \$3,164,955.61 in attorneys' fees and \$174,549.90 in costs to Plaintiffs;

WHEREAS, the City filed a notice of appeal from the Amended Judgment on February 27, 2019:

WHEREAS, following briefing and oral argument the Court of Appeal rendered its decision on December 30, 2020, affirming the Amended Judgment of the Superior Court, and the Remittitur issued on March 2, 2021;

WHEREAS, the City paid to Plaintiffs the sum of \$3,830,090.21 on February 12, 2021, in full satisfaction of the attorneys' fees and costs awarded to them in the First Amended Judgment entered on January 22, 2019, as well as interest accrued thereon in the amount of \$490,584.70;

WHEREAS, the Parties acknowledge that the 2018 and 2020 City Council elections were conducted in accordance with the provisions of the Judgment.

WHEREAS, the PARTIES' claims, denials, and disagreements arising from, described in, or related to, the various legal actions described above and based on actions by the City up to and including the date of this Agreement and facts related to such actions, shall be referred to as the "Dispute";

WHEREAS, the Parties intend by this Settlement Agreement to resolve any and all of Plaintiffs' claims, demands, losses, damages, costs, attorney's fees, actions, causes of action, and liabilities of whatever kind and nature, whether known or unknown, suspected or claimed, investigated or not investigated, which arise from the Dispute (except for disputes arising from performance under this Agreement, as set forth below) in order to preclude any potential future litigation by Plaintiffs, and each of them, as against City, based on actions of the City at any time up to and including the date of this Agreement, relating in any respect to the claims and defenses in and regarding the Dispute. All terms of this Agreement are to be construed so that their meaning will effectuate this intent;

WHEREAS, this Agreement is being entered into after arms-length negotiations by and between the Parties, in good faith and in order to avoid in the burden and expense of continuing litigation, the costs associated with litigation, and the desire of the Parties, to reasonably settle this

Litigation, as between themselves, on the terms and conditions set forth in this Agreement. All of the negotiations related to this Agreement shall be subject to Evidence Code Section 1152;

WHEREAS, the Parties jointly desire and request that the Santa Clara Superior Court shall enter the Second Amended Judgment attached as Exhibit A hereto; and

WHEREAS, the Parties acknowledge that this Agreement itself is and shall be a public record subject to public review and inspection pursuant to California law.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the PARTIES agree as follows:

### **ARTICLE I**

1.1 Settlement Agreement & Release Void if Second Amended Judgment Not Entered. If for any reason the Second Amended Judgment shall not be submitted to and entered by the Superior Court this Settlement Agreement & Release shall be null and void, and the Parties returned to their respective positions with respect to the Dispute as of the date of this Agreement.

### **ARTICLE II**

2.1 Payment. Within five calendar days of the Court's issuance of the Second Amended Judgment, CITY shall pay the amounts remaining to be paid on the Second Amended Judgment (which the Parties agree shall be \$712,500.00) to the Plaintiffs, payable to the firm of Goldstein, Borgen, Dardarian & Ho as Plaintiffs' designated representative for receipt of such payment. The Plaintiffs shall provide the CITY with an executed IRS Form W9 prior to the expiration of the five calendar day period to facilitate tax reporting of any reportable amount. The CITY shall not be obligated to make any payment until it has received a properly completed and signed W9 as provided herein. Payment of \$712,500.00 shall be considered full, total, and complete settlement of all claims including, but not limited to, legal fees, costs, expenses, and damage claims arising from or related to the Complaint, Dispute, and this Agreement. The Plaintiffs expressly acknowledge and agree that any tax arising from CITY's payment of any sums paid pursuant to this paragraph or previously paid by the City to Plaintiffs in satisfaction of the First Amended Judgment shall be the full responsibility of the Plaintiffs.

2.2 Satisfaction of Judgment. Within five calendar days of receiving payment in the amount of \$712,500.00 described in section 2.1 above, Plaintiffs shall file an Acknowledgement of Satisfaction of Judgment in Full.

#### **ARTICLE III**

- 3.1 On or before June 1, 2021, Defendant, by its City Council, shall enact a resolution calling an election to seek voter approval of an amendment to Defendant's City Charter. Such proposed amendment shall require the election of all City Council members, except the Mayor, from single-member districts with a requirement that candidates reside within their respective districts in accordance with the Judgment. The election system included in the proposed Charter Amendment shall in all respects comply with applicable governing provisions of State law. In the event that the State or County enact changes to the election procedures originally contemplated by the resolution adopted by City, City shall enact such resolutions or other legislation to place the Charter Amendment on the ballot in time such that it will be in effect for the November 2022 elections.
- 3.2 The election system included in the proposed Charter Amendment shall not shorten the terms of any previously-elected Members of the City Council.
- 3.3 The resolution calling for a vote on the proposed Charter amendment shall provide, at a minimum, for the following in the submission, presentation, and conduct of the election on the proposed Charter Amendment:
- a. Two or more City Council Members who support adoption of the proposed Charter Amendment shall be authorized to, and shall, jointly file an official ballot Argument in favor of the proposed Charter Amendment measure. The City Council Members authorized to file such ballot Argument, or at least two other City Council Members authorized to do so by the City Council, shall also jointly file a Rebuttal Argument to any Argument against the proposed Charter Amendment that may be filed. Neither the City Council, nor any of its Members, shall file a ballot Argument in opposition to the proposed Charter Amendment measure in their official capacity.
- b. The ballot Argument in favor of the proposed Charter Amendment shall contain informational language describing the City's previous at-large election system and the circumstances

and reasons relating to its having been held in violation of the California Voting Rights Act by this Court's Amended Judgment entered January 22, 2019; and shall describe the reasons for which the voters might wish to permanently adopt a by-district election system of the kind ordered by the Court in that Amended Judgment and used in the 2018 and 2020 City Council elections.

3.4 Should the voters not approve the proposed Charter Amendment presented to them, or should no such amendment be presented for approval in an election, for any reason, the City will not oppose any injunctive relief under the court's retained jurisdiction sought by plaintiffs to require the election of all City Council members, except the Mayor, from at least six single-member districts with a requirement that candidates reside within their respective districts.

#### ARTICLE IV

- 4.1 Except for claims arising directly as a result of a breach of the contractual obligations set forth in this Agreement, and as a material inducement to the CITY to enter into this Agreement, the Plaintiffs, and each of them, on behalf of themselves and their beneficiaries, heirs, agents, assigns, and successors-in-interest, do hereby irrevocably and unconditionally release, acquit and forever discharge the CITY, and its officials, council members, members, directors, officers, agents, assigns, attorneys, insurers, representatives, and employees from any and all claims, actions, charges, complaints, causes of action, rights, demands, and damages, at law and equity, which the Plaintiffs have or could have, whether now or in the future known, against CITY, which arise from, or are directly or indirectly related to, or are connected with, or caused by, actions of the City that existed in the past or exist at the time of this Agreement which are the subject matter of the Dispute.
- 4.2 The Plaintiffs acknowledge and agree that they will not sue or initiate against the CITY any action or proceeding pertaining in any manner whatsoever to the claims released by the Plaintiffs in the preceding paragraph. The Plaintiffs agree that they shall not seek, demand, or request in any manner any additional compensation or payment arising from or in connection with the Dispute and/or this Agreement other than and/or in addition to the payments made by the City under this Agreement, except that, as provided for in the following paragraph Plaintiffs reserve the right to, and may, seek

additional compensation in the form of litigation costs including attorneys' fees in connection with any proceeding to enforce the provisions of this Agreement or the Second Amended Judgment.

4.3 For the purpose of implementing full and complete releases to the extent stated herein, Plaintiffs expressly acknowledge that the releases provided in this Agreement are intended to include in their effect, without limitation, any and all claims, complaints, charges or suits within the scope of such releases, including those claims, complaints, charges or suits which they do not know or suspect to exist in their favor at the time of execution hereof, which if known or suspected, could materially affect Plaintiffs' decision to execute this Agreement. This Agreement contemplates the extinguishment of any such claims, complaints, charges or suits within the scope of the stated releases and therefore all rights under Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 of the Civil Code provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Plaintiffs, and each of them, represent that they have read and understood the provisions of California Civil Code Section 1542. Further, each acknowledges that he/she is represented by counsel and has been specifically advised by its counsel of the consequences of the above waiver, as well as with respect to this Agreement generally, and hereby assumes full responsibility for any damage, loss or liability which the undersigned hereinafter incurs by reason of such waiver.

4.4 The CITY, on behalf of itself, its elected officials, employees and agents, insurers, representatives and assigns, and their successors in interest, does hereby irrevocably and unconditionally release, acquit and forever discharge the Plaintiffs, individually and collectively, and their attorneys or the attorneys' employers, insurers, agents, and assigns, from any and all claims, actions, charges, complaints, causes of action, rights, demands, and damages, at law and equity, which the CITY has or could have, whether now or in the future known, against the Plaintiffs, which arise from, or are directly or indirectly related to, or are connected with, or caused by, actions of the

Plaintiffs that existed in the past or exist at the time of this Agreement which are the subject matter of the Dispute.

4.5 Plaintiffs may bring an action to compel enforcement of the provisions of this Agreement.

#### ARTICLE V

- 5.1 Recitals. The aforementioned Recitals are incorporated into this Agreement.
- 5.2 <u>Investigation</u>. Each of the PARTIES has made such investigation of the facts pertaining to the Complaint, Dispute, and this Agreement as it deems necessary. The PARTIES hereto understand that if any fact with respect to any matter covered by this Agreement and/or the Dispute is found hereafter to be other than, or different from, the facts now believed by the PARTIES to be true, each party hereto expressly accepts and assumes the risk of such possible difference in facts and agree that this Agreement shall become and remain effective notwithstanding such different facts.
- 5.3 <u>Integration Clause</u>. This Agreement contains the entire agreement of the PARTIES with respect to the subject matter of this Agreement and supersedes any and all prior, written or oral, agreements among them concerning the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, among the PARTIES, relating to the subject matter of this Agreement that are not fully expressed herein. This is a fully integrated document.
- 5.4 Other and Further Documents. The PARTIES, and each of them, shall take such actions and shall execute, deliver and file or record any such document as may be reasonable or necessary to effectuate the purposes and contents of this Agreement.
- 5.5 <u>Consultation with Counsel</u>. The PARTIES represent and warrant that they have presented their respective counsel with this Agreement, that their respective counsel has had the opportunity to review this Agreement and that they are executing this Agreement of their own free will after having received advice from their respective counsel regarding the execution of this Agreement.
- 5.6 <u>Choice of Law, Jurisdiction and Venue</u>. This Agreement shall be governed by and construed in accordance with California law. Any action or proceeding arising under this Agreement shall be brought exclusively in the Santa Clara County Superior Court.

- 5.7 No Waiver. The failure of any party to insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment by such party of any other provision of this Agreement.
- 5.8 <u>Amendment</u>. This Agreement may not be amended except by an instrument in writing, executed by the PARTIES, or the authorized representatives of each of them.
- 5.9 Agreement Obligates, Extends and Inures. The provisions of this Agreement shall be binding upon each of the PARTIES and others to the extent stated herein. The provisions of this Agreement shall be binding upon those who may succeed to, or assume, the capacities of the PARTIES and such others subsequent to the execution and effective date of this Agreement.
- 5.10 No Reliance. Each of the PARTIES represents and warrants that, except for the representations and warranties specifically set forth in this Agreement, in executing this Agreement, it does not rely, and has not relied, on any representation or statement made by any other Party to this Agreement, or any representation or statement made by any person acting or purporting to act on behalf of any other Party to this Agreement.
- 5.11 No Assignment. Each of the PARTIES represents and warrants that it owns the claims released hereby; that no other person or entity has any interest in such claims; that it has not sold, assigned, conveyed or otherwise transferred any such claim, or any other claim or demand against any person released hereby; and, that it has the sole right to settle and release such claims. The undersigned represent and warrant that to the best of their information and belief, they have no knowledge of any claims held by one against the other that are not released hereby.
- 5.12 <u>No Pending Action</u>. The PARTIES represent and warrant that, other than the Actions previously brought in this Dispute, they have not filed any presently pending claim, complaint, charge or suit against any other party or any other party's predecessors, subsidiaries, affiliates, members, directors, officers, shareholders, trustees, partners, successors, agents, assigns, joint venturers, attorneys, insurers, representatives, employees, heirs and executors, with any federal, state or other agency, court, board, office or other forum or entity, without limitation.
- 5.13 <u>Multiple Counterparts</u>. This Agreement may be executed in multiple counterparts that shall become effective to the same extent as the original only when every party has signed and

delivered a signed counter-part. For purposes of the execution of this Agreement, signature pages transmitted by facsimile or electronic mail shall be given the same weight and effect as, and treated as, original signatures.

- 5.14 <u>Authority</u>. The undersigned natural persons executing this Agreement warrant and represent that they are duly authorized to do so and to bind the person or entity for which they sign.
- 5.15 Construction. Each Party hereto has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed against any Party on the ground that said Party drafted this Agreement. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the PARTIES hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California, in effect as of the date hereof.
- 5.16 No Third Party Beneficiary. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the PARTIES, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF the PARTIES hereto have executed this Agreement on the dates written below.

# READ CAREFULLY BEFORE SIGNING:

#### FOR THE PLAINTIFFS:

Dated: April 29 2021

Dated: April 20, 2021

delivered a signed counter-part. For purposes of the execution of this Agreement, signature pages transmitted by facsimile or electronic mail shall be given the same weight and effect as, and treated as, original signatures.

- 5.14 <u>Authority</u>. The undersigned natural persons executing this Agreement warrant and represent that they are duly authorized to do so and to bind the person or entity for which they sign.
- 5.15 Construction. Each Party hereto has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed against any Party on the ground that said Party drafted this Agreement. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the PARTIES hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California, in effect as of the date hereof.
- 5.16 No Third Party Beneficiary. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the PARTIES, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF the PARTIES hereto have executed this Agreement on the dates written below.

# READ CAREFULLY BEFORE SIGNING: FOR THE PLAINTIFFS:

Dated: April, 2021	Ladonna Yumori Kaku, Plaintiff
Dated: April 7, 2021	Wesley Kazuo Mukoyama, Plaintiff
Dated: April, 2021	Umar Kamal, Plaintiff
Dated: April, 2021	Michael Kaku, Plaintiff

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		DocuSigned by:
1	Dated: April 20, 2021	Hermino Hernando Hermino Sternando, Plaintiff
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3	APPROVED AS TO FORM:	
4	Dated: April, 2021	GOLDSTEIN, BORGEN, DARDARIAN & HO
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5		Morris J. Baller, Of Counsel
7		Attorneys for Plaintiffs
8	Dated: April, 2021	LAW OFFICE OF ROBERT RUBIN
		Robert Rubin
		Attorneys for Plaintiffs
	FOR THE DEFENDANT CITY:	
	Dated: April 20, 2021	Ch Ma
		Brian Doyle City Attorney
	Dated: April 20, 2021	Deama Safre
		Deanna J. Santana City Manager
	APPROVED AS TO FORM:	
	Dated: April, 2021	BUCHALTER, APC
		Steven G. Churchwell
		Attorneys for Defendant
;		
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1	Dated: April, 2021	
2		Herminio Hernando, Plaintiff
3	APPROVED AS TO FORM:	
4	Dated: April 20, 2021	GOLDSTEIN, BORGEN, DARDARIAN & HO
5		Manis J. Balle
6		Morris J. Baller, Of Counsel
7		Attorneys for Plaintiffs
8	Dated: April 20, 2021	LAW OFFICE OF ROBERT RUBIN
9		Robert Rubin
10		
11		Attorneys for Plaintiffs
12	FOR THE DEFENDANT CITY:	
13	Dated: April, 2021	
14		Brian Doyle
15		City Attorney
16	Dated: April, 2021	
17		Deanna J. Santana City Manager
18 19	APPROVED AS TO FORM:	
20	Dated: April 21, 2021	BUCHALTER, APC
21		Str. Charell
22		Steven G. Churchwell
23		Attorneys for Defendant
24		
25		
26		

Steven G. Churchwell
schurchwell@buchalter.com
BUCHALTER, APC
500 Capitol Mall, Suite 1900
Sacramento, CA 95814
Tel: (916) 945-5168
Fax: (916) 945-5170

Attorneys for Defendant City of Santa Clara

SUPERIOR COURT (

Filing fee Exempt Per Gov. Code § 6103

# SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

LADONNA YUMORI KAKU, WESLEY KAZUO MUKOYAMA, UMAR KAMAL, MICHAEL KAKU, and HERMINIO HERNANDO,

Plaintiffs.

vs.

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CITY OF SANTA CLARA; and DOES 1 to 50, inclusive.

Defendants.

Case No. 17-CV-319862

#### **EXHIBIT A**

# [PROPOSED] SECOND AMENDED JUDGMENT

Assigned to: Department 5 Hon. Patricia M. Lucas

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that a Second Amended Judgment shall be entered for Plaintiffs Ladonna Yumori Kaku, Wesley Kazuo Mukoyama, Umar Kamal, Michael Kaku, and Herminio Hernando and against Defendant the City of Santa Clara ("CITY"), incorporating the first Amended Judgment issued by this Court on January 22, 2019, and in accordance with the decision of the Sixth District Court of Appeal issued on December 30, 2020, as follows:

1. Plaintiffs shall be entitled to recover from the CITY attorneys' fees of \$3,164,955.61 and costs of \$174,549.90, the amounts previously awarded by this court in its First Amended Judgment, plus \$490,584.70 in accrued interest on such amounts. Plaintiffs shall in addition be entitled to recover from the CITY costs including attorneys' fees for the appeal and subsequent proceedings in this case in the amount of \$712,500.00. Upon payment of those amounts, Defendant

shall be deemed to have fully satisfied their obligations for Plaintiffs' recoveries as provided for in the Parties' Settlement Agreement & Release ("Agreement"), which is attached to their Stipulation for entry of this Second Amended Judgment.

2. In accordance with the first Amended Judgment, the Court shall retain jurisdiction over the parties and this action, pursuant to Code of Civil Procedure section 664.6. However, the parties may stipulate to dismissal of the action, or Defendant may move for such dismissal for good cause shown if and when the Defendant City's future use of a by-district election system as provided for in the parties' Agreement is assured by adoption of a Charter Amendment.

Dated: April \_\_\_, 2021

JUDGE OF THE SUPERIOR COURT



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-546 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Council Discussion and Direction on the 2021 Redistricting Process Based Receipt of 2020 Census Data

#### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

#### BACKGROUND

Every ten years, after the U.S. Census is conducted, city council district lines must be reviewed and possibly adjusted to ensure each council district contains the same number of residents. This process is known as redistricting. The redistricting process is a non-political process of reviewing census data and ensuring that council district lines are accurately drawn so that each district contains an equal population. The Census counts also provide for federal funding for many key program areas. To be clear, there are two distinct bodies of work planned for the May 4 City Council meeting, which are: (1) the Charter amendment to enact Council District Elections and an ordinance to enact the Court Ordered Six District map and (2) the 2021 Redistricting Process based on receipt of the 2020 Census data.

Typically, U.S. Census data is released by April 1<sup>st</sup> of the year following the census; however, due to the COVID-19 pandemic the 2020 U.S. Census data is delayed. The City of Santa Clara (City) expects the census data no earlier than end of September 2021 after the State of California adjusts its population counts. Per Elections Code sections 21622 and 21628, the City must adopt its map no later than April 17, 2022. This will be the City's first redistricting process since the City moved to council districts in 2018.

The City's current council district map was drawn using 2010 Census data and considered housing growth since 2010 as well as projected growth. For background on previous districting efforts, please visit <a href="www.santaclaraca.gov/districtelections">www.santaclaraca.gov/districtelections</a>. As a result of this past work, significant changes to council district boundaries are not expected. The current council district map was the result of public input as well as a California Voting Rights Act (CVRA) lawsuit.

The City transitioned to by-district elections in 2018 as a result of a court order issued in July 2018. On August 7, 2018, the City adopted the City Council District map, Resolution 18-8585, defining the six districts within Santa Clara for the 2018 and 2020 City elections. While the Court order implemented district-based elections with six Council districts, it did not amend language of the City Charter, which still states that City Councilmembers are to be elected "at-large." Although the Court enjoined the City from having at-large elections for council members, efforts to amend the Charter to create language to establish districts were not approved by the voters.

Under the terms of the CVRA settlement, the City is obligated to bring a ballot measure to amend the City Charter requiring by district elections in the City of Santa Clara. The ballot measure and Charter amendment is being brought forward as a separate council item on the May 4 agenda, RTC 21-671. In that report, the Council is being asked for direction on returning to the Council with an ordinance that formalizes the current 6-district map as well.

This report is the first discussion on the redistricting process with Council. The purpose of this item is to provide background on the redistricting process, introduce the City's consultant, and receive direction from the Council on the preferred redistricting approach that will inform an ordinance establishing a public process for redistricting that will be brought back to City Council for consideration at the May 25, 2021 Council meeting. In short, the City Council is directing staff on the governing structure that it prefers to use to revise the Council District maps based on 2020 Census data and directing staff to proceed as follows.

Several applicable laws inform the redistricting process, including the U.S. Constitution, the Federal Voting Rights Act (1965), the California Voting Rights Act (2002), the Fair Maps Act (AB 849) and Local Redistricting (AB 1276 - Sept. 2020). These laws also provide for the various criteria applied to drawing district lines which includes: geographic contiguity, communities of interest preservation, geographic integrity, geographic compactness, easily identifiable by residents and prohibit favoritism.

While conducting the redistricting process, specific outreach requirements must be met. At a minimum, four public hearings are required. One of these public hearings must be held prior to issuing the first draft map, two must be held after the draft map is issued one must be held on a weekend or weeknight after 6:00 p.m. Live translation is also required if requested at least 48 or 72 hours in advance depending on how much notice is provided. In addition to the four required public hearings, the City will create a specific redistricting process webpage, utilize our OpenGov platform for residents to provide input through a public survey, promote public hearings via social media, city calendar alerts, etc., and establish an email address for feedback. Additional public hearings can also be scheduled if needed

To assist staff with resourcing the redistricting process, the City has already contracted with Lapkoff & Gobalet Demographic Research, Inc. (Lapkoff and Gobalet). Lapkoff and Gobalet has supported redistricting projects since 1990 including redistricting work after the 1990, 2000, and 2010 U.S. Censuses. The firm has also worked with past City Charter Review Committees, the City Ad-Hoc Redistricting Committee and assisted with the development of the map that was court-ordered in 2018. Lapkoff and Gobalet is also familiar with City's demographics, including its communities of interest.

#### DISCUSSION

To proceed with the redistricting process the City Council will need to adopt an ordinance establishing a public process for redistricting and staff is seeking feedback from the City Council on the type of process and other key decision points. To move forward with the redistricting process, staff is asking the City Council at the May 4, 2021 Council meeting to select one of five possible redistricting processes outlined in State law. Staff is also requesting direction on the formation of a redistricting commission, should the City Council select one of the processes that include a commission role.

#### Redistricting Process

State law describes four processes for general law cities. As a charter city we have the flexibility to follow or create our own process for redistricting:

- 1. Independent Redistricting Commission In this process, the City Council will either appoint a body or delegate to a current Board and Commission the recruitment and appointment process of a Redistricting Commission. Election Code section 23003(b) provides that the City Council may not directly appoint the commissioners. The Independent Commission reviews the census data, conducts public hearings, solicits input, and makes the final decision on the map. Council has no role in approving the final district map.
- Advisory Redistricting Commission In this process, the City Council will conduct a
  recruitment and appointment process for the Redistricting Commission. The commission will
  review census data, conduct public meetings, solicit input, and submit recommended map(s) to
  City Council for adoption. City Council can choose to adopt a recommended map or approve
  another map.
- 3. Hybrid Redistricting Commission This process is the same as the Independent Redistricting Commission, except, the commission approves two or more draft maps to forward to City Council for review and adoption. City Council can only approve one of the maps forwarded by the Commission.
- 4. Council Adoption of Map In this process, the City Council reviews the census data, takes public input, conducts public hearings, and adopts the map.
- 5. Other State law also provides that Charter Cities may design and adopt a process other than one of the four described above.

It is also worth noting that the 2019 Charter Review Committee, which was formed to solicit public input on draft language to amend the City Charter with respect to council district elections, recommended the Independent Redistricting Commission process. The Charter Review Committee recommendations were also included in what became known as Measure C. Measure C was on the March 2020 ballot but was ultimately not approved by voters.

#### Redistricting Commission Considerations

If the City Council chooses one of the options that includes a Commission (e.g., Redistricting Process Options #1- #3 above), staff is also requesting that the City Council provide direction on the formation of the Commission as follows.

- 1. For a commission, what will be the selection method?
  - a) Advisory

- i) Use the Boards & Commission selection process?
- b) Independent or Hybrid Commission
  - i) Pursuant to Elec. Code sec. 23003(b), the City Council may not directly appoint the commissioners that will serve on an Independent or Hybrid Commission.
  - ii) While the City Council cannot choose the commissioners, the City Council will choose the committee or method that will appoint the commissioners.
    - (1) Some selection options for discussion include:
      - (a) Mayor and Council appoint one person from each district and one person "atlarge" to create an appointing committee
      - (b) Mayor and Council conduct a recruitment and appointment process for the appointing committee like Boards & Commission selection process
      - (c) Mayor and Council delegate authority to a current Board, Commission or Task Force (i.e. Task Force on Diversity, Equity and Inclusion)
      - (d) Select the current chairs from Boards and Commissions to serve as an appointing committee
      - (e) City Clerk to randomly select from a pool of qualified applicants
      - (f) Panel of three retired judges

This is not an exhaustive list, but a list assembled from what other cities have done and what the City has done for past appointments.

- 2. For a commission, what will be the criteria (size, qualifications, representation)?
  - a. Size Commissions in other cities typically range in size from 7 to 11 members, but the City Council has discretion in creating an appropriate size.
  - b. Qualifications please review Attachment 1 for a list of criteria related to qualifications, disqualifications, prohibitions on activities while serving and prohibitions on activities after serving to help inform this discussion. NOTE: Potential candidates will be made aware of these restrictions during the recruitment process and will be required to sign an acknowledgement form indicating their understanding of the requirements during and after service.
  - c. Representation Council may consider things like diversity (geographic, ethnic, socioeconomic, gender, sexual orientation, party affiliation) and community of interest representation (renters, homeowners, mobile home parks, districts).

#### **Benchmarking**

For reference, the following is a summary of what redistricting processes some other cities have chosen to pursue:

Advisory Commission	Independent Commission	Hybrid Commission	Other
San Jose	Berkeley	Modesto	Sunnyvale*
Stockton	Oakland		
	Roseville		

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<sup>\*</sup>Sunnyvale designed its redistricting to be a modified hybrid commission process. Rather than having an independent body appoint the commission, the Council appoints the members to the commission.

#### Redistricting Timeline

Below is the initial estimated timeline for the redistricting process:

Date	Action		
May - June 2021	Council discussion & direction on Redistricting Process		
June - Aug. 2021	Commission Selection & On-Boarding (if needed)		
Sep Oct. 2021	Initial Community of Interest Meetings (optional)		
End of Aug. 2021 (estimate)	U.S. Census Data Released (not adjusted)		
Mid - end of Sept. 2021 (estimate)	State Population Adjustment Released		
Nov. 2021 - Mar. 2022	Public Hearings/Outreach (4 required)		
Apr. 17, 2022	Final District Map Approval (205 days before election)		
Nov. 8, 2022	Statewide General Election		

Once staff receives input and direction on the decision points noted above, they will be incorporated into an ordinance that will be brought back to City Council for consideration at the May 25, 2021 Council meeting.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(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

Staff estimates the cost of the redistricting process to be approximately \$100,000. The redistricting process is not specifically included in the budget and cost impacts will be absorbed by the City Clerk and City Communications Budgets.

#### COORDINATION

This report was coordinated with the City Manager's Office 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 <a href="mailto:clerk@santaclaraca.gov">clerk@santaclaraca.gov</a> or at the public information desk at any City of Santa Clara public library.

#### **RECOMMENDATION**

Staff recommends City Council discuss the key elements of a redistricting process and provide direction to staff on items that will inform an ordinance establishing a public process for redistricting that will be brought back to City Council for consideration at a future meeting.

Approved by: Deanna J. Santana, City Manager Hosam Haggag, City Clerk

#### **ATTACHMENTS**

1. Redistricting Commissions Chart

	City Council Approval	Advisory Commission	Independent Commission	Hybrid Commission
Scope	Council approves the district map	Recommends a district map to the City Council for consideration	Independently adopts the district map	Recommends two or more district maps to the City Council and the Council must approve a map from only those options presented by the Commission
Council's Role	<ul> <li>Conducts entire redistricting process</li> <li>Has final approval of the district map</li> </ul>	<ul> <li>Appoints the Advisory commission</li> <li>Has final approval of the district map</li> </ul>	Decides how the Independent Commission is selected	<ul> <li>Decides how the Hybrid Commission is selected</li> <li>Must approve a map from only those options presented by the Commission</li> </ul>
Qualifications & Selection Process		Council may prescribe the way members are appointed to the commission  Person who is elected city official, or a family member, staff member or paid campaign staff of elected official of city shall not be eligible  Council may impose additional requirements and restrictions on members of the commission in excess of those prescribed by State law.	<ul> <li>Must be resident of City</li> <li>Commissioners may not be comprised entirely of members from same political party preference</li> <li>City may prescribe the manner in which members are appointed to the commission, provided it uses an application process open to all eligible residents and not appointed by City Council</li> <li>City may also impose additional qualifications and restrictions on members of the commission in excess of those prescribed by State law.</li> </ul>	Same as Independent

<ul> <li>A person who is an elected official of the City</li> <li>A family member, staff member, or paid campaign staff of an elected official of the City</li> <li>A family member, staff member, or paid campaign staff of a city councilmember</li> <li>A person who is an elected official of the City</li> <li>A family member, staff member, or paid campaign staff of a city councilmember</li> <li>A person, or the person's spouse, who has done any of the following in the preceding eight years (or a non-spouse family member in the preceding four years) shall not be appointed to serve on a commission:         <ul> <li>(A) Served as an officer of,</li> </ul> </li> </ul>	Same as Independent
or paid campaign staff of an elected official of the City  • A person, or the person's spouse, who has done any of the following in the preceding eight years (or a non-spouse family member in the preceding four years) shall not be appointed to serve on a commission:	
who has done any of the following in the preceding eight years (or a non-spouse family member in the preceding four years) shall not be appointed to serve on a commission:	
(A) Samuel on an officer of	
employee of, or paid consultant to, a campaign committee or a candidate for city council	
(B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee	
Conduct Prohibitions While Serving on Committee  • Endorse, work for, volunteer for, or make a campaign contribution to, a candidate for city council.	Same as Independent

Post-Service Conduct Prohibitions	For 5 years commencing on appointment to the commission, a commission member is prohibited from being a candidate for an elective office of the City if:  a. The election for that office will be conducted using district boundaries adopted by the commission on which the member served  b. The election for that office will be conducted using district boundaries adopted by the City pursuant to recommendations by the commission on which the member served  • For 4 years commencing with appointment to the commission, a commission member may not:  (1) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the City.  (2) Receive a noncompetitively bid contract with the City.  (3) Register as a lobbyist for the City
	For 2 years commencing with appointment to the commission, a commission member may not accept an appointment to an office of the City.

Commission Requirements		Form 700 likely required	Must file Form 700	Same as Independent
Requirements	•	Subject to the Brown Act	Subject to the Brown Act	
	•	Subject to Public Records Act	Subject to Public Records Act	
			Commission shall be subject to same redistricting deadlines, requirements and restrictions that apply to the City	
			Commission shall publish a map of the proposed new district boundaries and make it available to the public for at least 7 days before the map may be adopted	
			Commission shall not draw districts favoring or discriminating against incumbents or candidates	



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-540 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Public Hearing: Final version of the FY21/22 Annual Action Plan for the use of Federal Housing and Urban Development Grant Funds

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### <u>BACKGROUND</u>

The City of Santa Clara receives annual funding from the United States Department of Housing and Urban Development (HUD) in the form of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds. CDBG funds are used to provide public services to Santa Clara's low-income residents and funding for capital improvement projects. HOME funds are used for the development of affordable housing options.

As an entitlement agency, the City is required to develop a Five-Year Consolidated Plan (ConPlan) that identifies goals and needs within the community that could be addressed through the use of HUD funding. The City is also required each year to prepare an Annual Action Plan (AAP) to document how the City will use HUD funding consistent with the goals and needs identified in the ConPlan. Both documents must be reviewed and approved by HUD in order for the City to receive annual HUD fund allocations.

HUD requires that the public be provided a 30-day public comment period, which began on April 1, 2021, along with two public hearings to provide the opportunity for input on the development of the AAP. One of the public meetings must be during the drafting phase, which was held on March 23, 2021, the second public hearing is May 4, 2021. All public comment will be included in this final version of the AAP, and submitted to HUD for approval on or before May 15, 2021.

#### DISCUSSION

FY21/22 AAP is a one-year Plan that directs how the HUD funds received by the City will be spent on projects and activities to address the Goals identified in the ConPlan. HUD has announced the Annual Allocations for the 2021 program year. The HOME program expects to receive approximately \$150,000 in Program Income in FY21/22; however only 10% (\$15,000) will be programmed in FY21/22. The remaining Program Income will be programmed in the FY22/23 AAP. The following table summarizes the City's Expected Resources and the projects/activities for the FY2021-2022. Additional detail is provided in Attachment 1 - The 2021-2022 Annual Action Plan.

	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2021	2022	Affordabl e Housing	Affordability: Affordable Housing	CDBG \$1,189,445 HOME \$1,397,208	Homeowner housing rehab and project delivery 45 households TBRA 45 households
						HOME \$61,805 GENERAL	CHDO Housing 1 Household Homeless Prevention
2	Homelessness	2021	2022	Homeless	Availability/ Accessibility: Homelessness	\$22,197 CAHF \$225,697 CHSF \$250,000	63 Homeless Prevention 65
3	Public Services	2021	2022	Non- Homeless Special Needs	Availability/ Accessibility: Public Services	CDBG \$232,829 GENERAL \$72,803	Public Service Activities Other than Low/Mod. Income Housing Benefit Public Service Activities for Low/Moderate- Income Housing Benefit 1409 & 595
4	Fair Housing	2021	2022	Non- Homeless Special Needs	Availability/ Accessibility: Fair Housing	HOME: \$22,197	Public Service Activities Other than Low/Mod. Income Housing Benefit Public Service Activities for Low/Mod. Income Housing Benefit
5	Planning & Admin.	2021	2022	Planning & Admin.	N/A	CDBG \$301,818 HOME \$58,301	N/A

Per HUD requirements, fifteen percent (15%) of HOME funds are reserved for development of affordable housing for a Community Housing Development Organization (CHDO). A CHDO is a private, non-profit, community-based, service organization that develops affordable housing in the local community. HUD also allows for a set percentage of both HOME (10%) and CDBG (20%) funds to be allocated by the local jurisdiction for administrative costs.

Attachment 2, the Annual Action Plan Funding Breakdown, details which programs and activities will be funded with HUD funds and local funds to benefit Santa Clara's low-income population. The Public Service Agencies identified in the proposed distribution are in their second year of a three-year contract with the City to provide such services.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(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

Entitlement amounts for FY21/22 are \$1,059,092 in CDBG funds and \$433,011 in HOME funds. The estimated FY20/21 program income for CDBG and HOME that will be programmed is \$450,000 and \$15,000 respectively. This proposed allocation of the City's available HUD funds would be used to support the goals set forth in the City's Consolidated Plan.

#### COORDINATION

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

#### PUBLIC CONTACT

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

Preparation of the AAP follows a procedure determined by HUD and includes two public hearings to identify community needs and objectives, and to review priorities for the City's HUD funding allocations. The first public hearing was on the March 23, 2021 Council Meeting, and the second will be held on the May 4, 2021 City Council meeting. Comments made at the two public hearings and during this meeting will be noted in the final AAP.

The AAP is also made available for public review and comment for a 30-day period. Noticing of the 30-day public comment period, which began on April 1, 2021, was published on March 3, 2021 in The Santa Clara Weekly. The AAP was also made available on the City's website, and at public locations including the City Clerk's Office, and the Housing and Community Services Division. Notification of the availability of the AAP was also emailed to interested parties which include local nonprofit agencies.

#### ALTERNATIVES

- 1. Approve the FY21/22 Annual Action Plan.
- 2. Any other Council direction.

#### RECOMMENDATION

1. Approve the FY21/22 Annual Action Plan, and direct staff to incorporate all public comments into the final version to be submitted to HUD on or before May 15, 2021.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

## **ATTACHMENTS**

1. 2021-2022 Annual Action Plan

2. 2021-2022 Annual Action Plan Funding Breakdown (5.4.21)



# 2021-2022 Annual Action Plan

Prepared by:

City of Santa Clara

Housing and Community Services Division,
Community Development Department

1500 Warburton Ave,
Santa Clara, CA 95050

(408) 615-2490

Submission Date to HUD: by May 15, 2021

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#### **AP-05 Executive Summary – 91.200 (c), 91.220(b)**

#### 1. Introduction

The City of Santa Clara (City) is an entitlement city that receives federal funding from the Department of Housing and Urban and Development (HUD). The City receives Community Development Block Grant (CDBG) funds and HOME and Investment Partnerships (HOME) funds.

CDBG provides funding to address community development needs through public services and capital improvement projects. Seventy percent (70%) of gross funding must be used to serve low- to moderate- income households. Eligible activities must meet one of the following national objectives:

1) Benefit low- and moderate- income persons; 2) Prevention or elimination of slums or blight; or 3) Address community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other funding is not available.

HOME provides funding for the development of affordable housing options including building, and/or rehabilitating housing for rent and providing direct rental assistance to low-income households.

The City is required to develop a 5-Year Consolidated Plan (ConPlan) that identifies goals and needs of the community. The City worked collaboratively with the County of Santa Clara and other entitlement jurisdictions to develop the ConPlan, which identifies and prioritizes housing and housing-related needs across the region. The purpose of the ConPlan is to guide a jurisdictionto:

- Assess their affordable housing and community development needs and market conditions,
- Make data-driven, place-based investment decisions; and
- Conduct community-wide discussions to identify housing and community development priorities that align and focus on eligible activities for CDBGfunding

The 5-Year ConPlan is supported by the Annual Action Plan (AAP). The AAP documents annually how the City will use HUD funding consistent with the goals and needs identified in the ConPlan.

#### 2. Summarize the objectives and outcomes of the Plan

The AAP supports the ConPlan's identified goals as stated below:

- **Affordable Housing**. Projects and programs for low income such as affordable developments and rental subsidies, and rehabilitation of single and multi-family housing.
- Public Services. Nonprofit partners provide services of need to lower income households.
- **Homelessness.** Support activities to end homelessness including homeless prevention programs, case management, outreach activities and support of facilities.
- **Fair Housing.** Promote Fair Housing choice through funding informational and investigative services for tenants and landlords.
- **Public Facilities.** Improvement to public facilities that provide services to low-income people.

#### 3. Evaluation of past performance

In 2019, the last full Consolidated Annual Performance Evaluation Report (CAPER) to HUD reported the following accomplishments towards the annual goals:

#### - Affordable Housing.

The City's Neighborhood Conservation and Improvement Program (NCIP) was estimated to assist 50 households, but due to program changes (i.e., doing larger loans and less small grants), 21 households were assisted.

#### - Public Services.

Public Services was estimated to assist 11,000 persons, but due to one of the larger public service programs declining funding, the numbers assisted went down.

#### - Homelessness.

The Tenant Based Rental Assistance (TBRA) Program assisted 51 households with a goal of 40.

#### Fair Housing.

Fair Housing services provided by Project Sentinel are on pace to meet their ConPlan goal of assisting 220 households. As of 2019 reporting time, they had assisted 183.

#### Public Facilities.

The curb cutting project that is underway was not completed as of reporting time for 2019.

#### 4. Summary of Citizen Participation Process and consultation process

During the development of the 2021-2022 Annual Action Plan, City Staff solicited public comment to help identify community needs, and non-profit agencies that could provide services to address those identified needs.

Community Outreach Meetings. Due to the COVID crisis of 2020, City staff could not conduct in person trainings. Further, the City is in the middle of a 3-year contract cycle with their non-profit partners to provide services.

Public Hearings. Two public hearings took place for the Annual Action Plan. The first Public Hearing took place on March 23, 2021 at the regularly scheduled City Council Meeting. This Public Hearing satisfied the Citizen Participation Plan's need to hold at least one meeting during the drafting phase of the Annual Action Plan and to provide the public an opportunity to provide input. The second Public Hearing took place on May 4, 2021 to present the final version of the Annual Action Plan prior to submission of the Plan to HUD.

Notices for public hearings were done via newspaper ads, website posting, and emails to non-profits. The noticing adhered to the Citizen Participation Plan requirements.

#### 5. Summary of public comments

#### Public Hearing #1:

City council members spoke on the need to become more efficient to lower the cost of administering the HUD-funded programs. A suggestion was to increase the minimum amount of the grant; thereby reducing the number of nonprofits that would be funded. Since the City will be entering their last year of their three-year contract cycle, staff would consider these changes for 2021-2022. Another suggestion was to fund some non-profits for once cycle, and others for the second cycle of the ConPlan.

Several nonprofits spoke on the value and the need of the services they provide to the City's low-income residents. One did mention that funding of non-profits off and on would hurt the consistency of the services provided. They also stated that the funds received from the City help them obtain other funding from other non-federal sources; thereby leveraging the City's contribution.

#### 30-Day Public Comment Period

Pilar Furlong of The Bill Wilson Center: Bill Wilson Center has been providing shelter and support to at-risk youth in Santa Clara since 1973 and we are fortunate to be a current recipient of CDBG funding for our counseling program for low and extremely low income youth and families in Santa Clara, as well as our Family Advocacy Services program providing homeless prevention services to students enrolled in the Santa Clara Unified School District and their families. In addition, we are honored to serve as one of the two administrators of the City's Tenant Based Rental Assistance (TBRA) program. We are grateful for staff's recommendation to continue support for all of these programs in the 2021-2022 Annual Action Plan.

Bill Wilson Center is currently working with 21 extremely low-income Santa Clara families to provide assistance with housing search and placement. The City's TBRA program allows for up to 24 months of rental assistance and clients are housed continually throughout the year. In the current draft Annual Action Plan for 2021-2022, the amount of funding allocated for Bill Wilson Center to provide direct rental assistance is decreasing from \$725,000 (for FY21) to \$500,000 (for FY22). The amount of funding to staff the program and provide additional client assistance is also decreasing. The number of clients to be served however remains static at 22.

While we cannot foresee the future needs of the residents we are currently serving, we anticipate not being able to house the same level of clients with the reduced amount of funding. If the dollars allocated for rental assistance remain at \$500,000, we ask that you reduce the number to be served from 22 to 20. Not a huge reduction as we have been able to secure housing at lower than anticipated rents, however with decreased funding we project we will only be able to continue services for current clients. It is unclear if we will have the means to add new clients.

It is truly unfortunate that funding does not increase at the same level that need does.

Public Hearing #2: May 4, 2021 TBD

#### 6. Summary of comments or views not accepted and the reasons for not accepting them

The City did not receive any public comments that were not accepted. The City attempted to incorporate all feedback received through outreach efforts into the Plan.

#### 7. Summary

CDBG-funded public services continue to be a great asset to the community, with many of the programs funded focusing on the senior population and homeless. The leveraging opportunities for our nonprofits by receiving HUD funding is of great value. The City will continue to seek out creative solutions to improve their grants management program.

#### PR-05 Lead & Responsible Agencies – 91.200 (b)

The City of Santa Clara is the lead agency and administrator for the CDBG & HOME funds. The Consolidated Plan and Annual Action Plan Public Contact is:

Andrew Crabtree Eric L. Calleja

Director of Community Development Housing Development Officer

ACrabtree@santaclaraca.gov ECalleja@santaclaraca.gov

408.615.2451 408.615.2296

#### AP-10 Consultation – 91.100, 91.200(b) 91.215 (I)

#### Introduction

As a part of the stakeholder consultation process, the City typically consults with a variety of stakeholders, including City departments, human service agencies, local and regional community-based organizations, housing providers and advocates, and the local housing authority. Social service providers are also consulted including those that provide services to seniors, persons with disabilities, homeless persons, and other lower-income individuals and other at-risk populations.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Due to the COVID-19 crisis and the fact that the City was in the middle of a 3-year contract cycle with its service providers, activities towards this effort was hampered. The City did design and implement an Emergency Rental Assistance Program (ERAP) to respond to the rent relief efforts. ERAP was funded with CARES Act funds, and those funds were leveraged with local funds.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Santa Clara County Continuum of Care (CoC) is a multi-sector group of stakeholders dedicated to ending and preventing homelessness in the County of Santa Clara (County). The CoC primary responsibilities are to coordinate large-scale implementation of efforts to prevent and end homelessness in the County. The CoC is governed by the Santa Clara CoC Board (CoC Board), which stands as the driving force committed to supporting and promoting a systems-change approach to preventing and ending homelessness in the County.

The CoC Board is comprised of the same individuals who serve on the Destination: Home Leadership Board. Destination: Home, a program of the Health Trust, is a public-private partnership implementing collective impact strategies to end homelessness in Santa Clara County. Its mission is to drive and align resources to create permanent housing and sustainable support systems built for the long term. The organization is improving how systems work together to end homelessness, as well as protect individuals and families at risk of becoming homeless.

The results of the latest Point in Time Homeless Count showed an increase in homeless families; thus, it was determined that a redesign of the Tenant Based Rental Assistance (TBRA) program was needed. The City and the TBRA administrator, Abode Services, worked closely with the CoC to help redesign the TBRA program to focus on families with the goal of no homeless children in Santa Clara. Processes in client evaluation and referral were strengthened. Other supportive housing projects such as Homesafe Santa Clara, Sobrato Family Living Center, Bill Wilson Center and Silicon Valley Independent Living Center continue to thrive. In addition, the City has provided assistance to a number of local agencies that operate programs serving the homeless that are consistent with the, "Serve the Person" strategy, such as Next Door Solutions to Domestic Violence, Support Network for Battered Women, HomeFirst (formerly Emergency Housing Consortium), LifeMoves (formerly Innvision) and Project Sentinel.

Describe agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultation with housing, social service agencies and other entities.

1	Agency/Group/Organization	Bill Wilson Center		
	Agency/Group/Organization Type	Housing Services-Children Services-homeless		
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs		
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff is consulted on improvements to the City TBRA program.		
2	Agency/Group/Organization	County of Santa Clara Office of Supportive Housing		
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care Other government - County		
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Market Analysis Lead-based Paint Strategy		
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff met with the County COC on several occasions to discuss the City response to homelessness.		
	Agency/Group/Organization	Abode Services		
	Agency/Group/Organization Type	Services - Housing		
3	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children		
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff is consulted on improvements to the City TBRA program.		
	Agency/Group/Organization	Senior Adult Legal Services (SALA)		
	Agency/Group/Organization Type	Services-Elderly Persons		
4	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs		
	Briefly describe how the Agency/Group/ Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended public hearing #1 and commented on the need for their services.		
	Agency/Group/Organization	Next Door Solutions to Domestic Violence		
	Agency/Group/Organization Type	Services - Housing		
5	What section of the Plan was addressed by Consultation?	Homelessness		
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended public hearing #1 and commented on the need for their services.		

# Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?		
Continuum of Care	Continuum of Care Council	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to end homelessness including rental assistance, homeless prevention programs, case management, outreach activities and support of facilities.		
Housing Element	City of Santa Clara	The actions in the Housing Element are consistent with the Strategic Plan, most notably in the provision of adequate sites appropriate for a range of housing types and in promoting preservation and development of affordable housing including supportive housing for persons with disabilities.		
2015-2017 Council Goals and Strategic Objectives	City of Santa Clara City Council	The Council's goal to develop a plan to support minimum quality of life standards for residents and the development of an affordable housing plan with focus on the homeless and housing vulnerable is consistent with the Strategic Plan in the actions that describe development of affordable housing and revitalization of low income areas of the City.		
2012-2014 Comprehensive HIV Prevention & Care Plan  Community Plan to End Homelessness in Santa Clara County HIV Planning Council for Prevention and Care  Destination Home		This plan provides a roadmap for the Santa Clara County HIV Planning Council for Prevention and Care to provide a comprehensive and compassionate system of HIV prevention and care services for Santa Clara County. This effort aligns with the Strategic Plan's goal to provide basic needs to lower income households and special needs populations.		
		The Community Plan to End Homelessness in the County is a five-year plan to guide governmental, nonprofits, and other community members as they make decisions about funding, programs, priorities and needs. This effort aligns with the Strategic Plan's goal to support activities to end homelessness: rental assistance, homeless prevention programs, case management, outreach activities & support of facilities.		

Table 1 – Other local / regional / federal planning efforts

## **AP-12 Participation – 91.105, 91.200 (c)**

#### 1. Summarize citizen participation process and how it impacted goal setting

The City outreach efforts to obtain community input included two public hearings before City Council (one during the drafting phase of the AAP), noticing the AAP and hearings, and putting the draft AAP on the City website. The table below summarizes the results of the City efforts.

#### **Citizen Participation Outreach**

	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non- targeted/broad community	Public Hearing #1: City Council Meeting - March 23, 2021 during the drafting of the Plan.  Public Hearing #2: City Council Meeting - May 4, 2021 to present the final version of the Plan.	Public hearing #1: See AP-05, section 5 (Public Comment Summary).	n/a	

Table 2 – Citizen Participation Outreach

#### **AP-15 Expected Resources – 91.220 (c) (1,2)**

The following funding amounts for the City of Santa Clara are estimated amounts for the 2021 Program Year (PY21); Fiscal Year 2021-2022(FY21/22). Should the City receive more or less than what is estimated, the "Contingency Language" below explains how the City will adjust the proposed plan to match the actual allocation amounts

#### **FEDERAL FUNDING**

<u>CDBG Funds</u>: The total amount of CDBG resources expected to be available for FY21/22 is \$1,724,092. This total is made up of the annual CDBG entitlement from HUD, Prior Year Resources (i.e., funds that are being re-programmed and/or funds that were programmed but not spent), and Program Income (i.e., income generated from prior CDBG projects such as loan repayments). The breakdown CDBG funding is:

Annual Entitlement Funds \$1,059,092
 Estimated Prior Year Balance \$215,000
 Estimated FY21/22 Program Income \$450,000

<u>HOME Funds</u>: The total amount of HOME resources expected to be available for FY21/22 is \$1,539,511. This is made up of the annual HOME entitlement from HUD, Prior Year Resources (funds that are being re-programmed and/or funds that were programmed but not spent), and Program Income (income generated from prior HOME projects). The breakdown of the source of funds is:

Entitlement Funds \$433,011
 Estimated Prior Year Balance \$1,539,511
 Estimated FY19/20 Program Income \$ 15,000\*

\* HOME Program Income (2021). The City estimates it will receive \$150,000 in PI during the upcoming FY21/22. Ten percent; or \$15,000 will be programmed in this 2021-2022 Annual Action Plan to be used for administrative costs as allowed by HOME regulations. The other 90% (\$135,000) will be programmed next year in the 2022 Annual Action Plan. Any program income above these estimates will be allocated in the same manner; 10% for administration in FY 21/22, and the remaining 90% to be allocated in FY22/23.

		AF	P-15 Table –E	xpected Re	sources Prio	rity Table		
					nt Available Yea		Expected	
Program	Source of Funds	Uses of Funds	Annual Allocation	Program Income	Prior Year Resource	Total:	Amount Available Remainder of ConPlan	Narrative Description
			\$	\$	\$	\$	\$	
CDBG	Public- Federal	Acquisition Housing Rehab. Public Improvements Public Services Admin./Planning	\$1,059,092	\$450,000	\$215,000	\$1,724,092	\$4,200,000	CDBG funds may be used for: 1) land acquisition for affordable housing; 2) NCIP program; 3) public infrastructure improvements; 4) public services; 5) administration and planning.
HOME	Public- Federal	CHDO and regular HOME rental projects, such as property acquisition, new const., and/or rehabilitation.  Homeowner Rehabilitation  TBRA  Admin. and Planning for HOME programs and activities.	\$433,011	\$15,000	\$1,091,500	\$1,539,511	\$1,695,000	HOME funds may be used for: 1) TBRA; 2) NCIP; 3) Rental development; 4) Fair Housing Services; and/or 5) Admin. & Planning.  City expects approx. \$428,000 of PI from FY20/21 which is programmed as part of "Prior Year Resources". The City estimates approx. \$150,000 of PI in FY21/22. \$15,000 of which will be programmed and drawn in FY21/22 for admin. The remaining \$135,000 will be programmed in FY22/23.  If FY21/22 PI exceeds \$150,000, City will continue using 10% for admin. and the remaining will be programmed in FY22/23

## Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

#### **Entitlement Funds**

Federal funds will leverage local funds (i.e., General Funds, City Affordable Housing Funds, and City Housing Successor Funds) increase project efficiencies and benefit from economies of scale. The HOME match requirement will be met through the waiving of property taxes on past HOME-funded multi-family affordable developments. The local funds that will be used to fund certain activities are as follows:

		Ехре	cted Amour	nt Available Y	ear 2	Expected	
Program	Uses of Funds	Annual Allocatio n	Program Income	Prior Year Resource	Total:	Amount Available Remainder of ConPlan	Narrative Description
		\$	\$	\$	\$	\$	
General Fund	Public Services	\$22,197	0	0	\$95,000	\$285,000	DV Survivors (Next Door Solutions)
		\$67,803					Tenant-landlord dispute resolution
		\$5,000					United Way 211 referral services
City Affordable Housing Fund (CAHF)	Public Services	\$225,697	0	0	\$225,697	\$827,091	\$160,697 will supplement services in the expanded TBRA program.  \$65,000 to fund case management services for chronically homeless households, leveraging housing subsidies from the County Office
City Housing Successor Fund (CHSF)	Public Services	\$250,000	0	0	\$250,000	\$750,000	of Supportive Housing. \$110,000 to fund case management services for chronically homeless households, leveraging housing subsidies from the Office of Supportive Housing. \$140,000 to fund case management services for TBRA clients.

#### Other Federal Grant Programs

Additional federal programs that fund community development and affordable housing, and are provided by Santa Clara County Housing Authority and affordable housing developers include:

- Section 8 Housing Choice Voucher Program,
- Section 202,
- Section 811; and
- Affordable Housing Program (AHP) through the Federal Home LoanBank.

# If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City owns three properties that have potential for development of low income and special needs housing: 1) Bay Area Research and Extension Center (BAREC) senior housing site at 90 North Winchester Boulevard; 2) 2330 Monroe Street, and 3) Fire Station #6 at 3575 De La Cruz Boulevard.

BAREC: On January 29, 2019, Santa Clara's City Council approved all land use entitlements for the project and adopted a resolution approving and authorizing the City Manager to negotiate and execute a Disposition and Development Agreement with Core Affordable Housing LLC for the development of the Agrihood Project located at 90 North Winchester Boulevard/ 1834 Worthington Circle and further authorizing the City Manager to execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement).

2330 Monroe Street: On January 28, 2020, Santa Clara's City Council approved all land use entitlements for the project and adopted a resolution approving and authorizing the City Manager to negotiate and execute a Disposition and Development Agreement with Freebird Development LLC and further authorizing the City Manager to execute all other agreements (including a Ground Lease, Loan Agreements, Deeds of Trust, Promissory Notes, and Affordable Housing Agreement). The proposed development will have 65 mixed-income units with 11 set-aside for households with developmental disabilities. The project will be 100% affordable units.

3575 De La Cruz: The City Council has approved negotiations to enter into an Exclusive Negotiation Rights Agreement (ENA) with Habitat for Humanity East Bay/Silicon Valley. The proposed development will be 13 100% affordable, for-sale townhomes. In December 2020, the City Manager executed a 12-month extension of the ENA to account for project delays due to the COVID pandemic.

## AP-20 Annual Goals and Objectives – 91.220(c)(3)& (e)

			Α	P-20 -Annual (	Goals and Ob	jectives Summ	ary	
	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2021	2022	Affordable Housing	Citywide	Affordability: Affordable Housing	CDBG \$1,189,445 HOME \$1,397,208	Homeowner housing rehab and project delivery 45 households TBRA 45 households
							HOME \$61,805	CHDO Housing 1 Household
2	Homelessness	2021	2022	Homeless	Citywide	Availability/ Accessibility: Homelessness	GENERAL \$22,197 CAHF \$225,697 CHSF \$250,000	Homeless Prevention 63  Homeless Prevention 65
3	Public Services	2021	2022	Non- Homeless Special Needs	Citywide	Availability/ Accessibility: Public Services	CDBG \$232,829 GENERAL \$72,803	Public Service Activities Other than Low/Mod. Income Housing Benefit Public Service Activities for Low/Moderate- Income Housing Benefit 1409 & 595
4	Fair Housing	2021	2022	Non- Homeless Special Needs	Citywide	Availability/ Accessibility: Fair Housing	HOME: \$22,197	Public Service Activities Other than Low/Mod. Income Housing Benefit Public Service Activities for Low/Mod. Income Housing Benefit 30
5	Planning & Admin.	2021	2022	Planning & Admin.	Citywide	N/A	CDBG \$301,818 HOME \$58,301	N/A

## **Goal Descriptions**

		AP-20A –Goal Description
	Goal Name	Affordable Housing
1	Goal Description	Assist in the creation and preservation of affordable housing for low income and special needs households through continuation of the Neighborhood Conservation and Improvement Program, rental habilitation of units occupied by low income tenants, TBRA rental subsidies, and new construction.
	Goal Name	Homelessness
2	Goal Description	Support activities, consistent with Continuum of Care strategies, to prevent and end homelessness. This includes building affordable housing for people who are homeless or at risk of homelessness as well as the provision of supportservices.
	<b>Goal Name</b>	Public Services
3	Goal Description	Support activities that provide basic needs to lower income households and special needs populations. Services would be provided to low-income households, elderly individuals, homeless persons, people with disabilities, and victims of domestic violence.
	Goal Name	Fair Housing
4	Goal Description	Promote fair housing choice, through the following activities: fair housing education, fair housing testing, housing assistance hotline, and landlord-tenant mediation.
	<b>Goal Name</b>	Public Facilities
5	Goal Description	Improve accessibility for persons with physical disabilities by identifying and repairing intersections for accessibility, mostly through curb cuts. Also providing upgrades and improvements to non-profit facilities that serve low-income households.
	Goal Name	Planning & Administration
6	<b>Goal Description</b>	Provide management, planning and implementation of the City's CDBG & HOME programs as well as monitoring of public services and housing projects.

## **AP-35 Projects – 91.220(d)**

#### Introduction

The activities that the City will undertake in FY 2020-2021 using CDBG and HOME funds include: promoting affordable housing, homeowner housing rehabilitation, remove barriers to the handicapped, funding public services for low and moderate-income residents; and program administration, as shown below. All these activities meet one or more priority needs as identified through the citizen participation process.

#		Project Name	National Objective To Benefit	Code	# of Households or Persons	Funding
1		Center – Family Therapy/ School Grief Counseling	LMC	5D	140	\$35,000
2	Bill Wilson	Center – Family Advocacy Services	LMC	5A	107	\$35,000
3	The Health	Trust – Meals on Wheels	LMC	5A	20	\$27,825
4	Santa Clara	a Senior Nutrition Program	LMC	5A	300	\$24,000
5		ey Independent Living Center – Housing or Person w/Disabilities	LMC	5B	55	\$18,000
6	Project Ser	ntinel – Fair Housing Services	n/a	n/a	49	\$22,197
7	Live Oak A	dult Day Services – Senior Day Services	LMC	5A	11	\$15,000
8	Catholic Ch	narities – Long-Term Care Ombudsman	LMC	5A	380	\$10,000
9	Heart of The Valley – Senior Transportation Serv.		LMC	5A	220	\$15,000
10	Senior Adu	lt Legal Assistance (SALA)	LMC	5C	45	\$16,500
11	HOPE Servi Connection	ices – Employment, Media & Community ns	LMC	5B	11	\$36,504
12	Neighborh Loans & Gr	ood Conservation & Improv. Program (NCIP) – rants	LMH	14A	35	\$980,960
13	Neighborh (NCIP) – AE	ood Conservation and Improvement Program OC	LMH	14H	n/a	\$158,485
14	Rebuilding	Silicon Valley Together – Minor Repair	LMH	14A	10	\$50,000
15	TBRA – Abo	ode Services	n/a	n/a	n/a	\$797,208
16	TBRA – Bill Wilson Center		n/a	n/a	n/a	\$600,000
17	CDBG Adm	inistration	n/a	21A	n/a	\$301,818
18	HOME Adn	ninistration	n/a	n/a	n/a	\$58,301

## Describe the reasons for allocation priorities and any obstacles to addressing underserved needs Allocation of funds is based on needs and priorities identified in the 2020-25 ConPlan. The City prioritizes

allocations to projects that serve the lowest income households, from 0-80% of Area Median Income.

## AP-38 Project Summary

		AP-38 – Project Summary
	Project Name	Bill Wilson Center (BWC) – Family Therapy/School Outreach/Grief
		Counseling
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$35,000
1	Description	Three counseling programs: Family Therapy, School Outreach and Grief Counseling. The purpose of the program is to reduce high-risk behavior choices, family conflict; and an increase coping skills.
	Target Date	6/30/2022
	Estimate the number and type	<b>140 individuals</b> (providing approximately 140 counseling sessions & 530
	of families that will benefit	school outreach sessions)
	from the proposed activities	
	Location Description	Citywide

	Project Name	Bill Wilson Center – Family Advocacy Services (FAS)
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$35,000
2	Description	A school-based, homeless and homeless prevention family and youth intervention service aimed at helping families remain intact and decrease or prevent homelessness and poverty. FAS assists families to access various resources such as mental health services for youth.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	<b>107 individuals</b> (providing 44 case management services for parents, 48 students, and 15 kids under 5 years old)
	Location Description	Citywide

	Project Name	The Health Trust – Meals on Wheels (MOW)
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$27,825
3	Description	MOW provides low-income adults and homebound and elderly adults
3		valuable health and social services, enabling them to live independently.
	Target Date	6/30/2022
	Estimate the number and type	20 individuals (providing 2,073 meals and 1,179 Wellness Checks)
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	,	AP-38 – Project Summary (cont'd)
	Project Name	Santa Clara Senior Center - Senior Nutrition Program
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$24,000
4	Description	The senior nutrition program will serve an estimated 300 clients, and will serve approximately 15,000 meals.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	<b>300 individuals</b> (approximately 15,000 meals in total)
	Location Description	Senior Center, 1303 Fremont St., Santa Clara

	Project Name	Silicon Valley Independent Living Center – Housing Programs for Persons with Disabilities
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$18,000
5	Description	Provide wrap-around housing education and counseling, information and resources, peer support, and emergency preparedness training to resident who have a disability or chronic condition to help transition from homelessness, nursing homes, and health care facilities into permanent affordable, accessible, and integrated housing.
	Target Date	6/30/2022
	Estimate the number and type	55 individuals
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	Project Name	Project Sentinel
	Target Area	Citywide
	Goals Supported	Fair Housing Services
	Needs Addressed	Fair Housing Services
	Funding	HOME: \$22,197
6	Description	Providing case management services, risk assessment, safety planning, legal advocacy, assistance filing restraining orders, housing assessment, individual action plan development, support groups, and other services.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	49 individuals
	Location Description	Confidential

		AP-38 – Project Summary (cont'd)
	Project Name	Live Oak Adult Day Services
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000
7	Description	Provide specialized program of adult day care for frail, dependent seniors geared to maximize the social experience and mental stimulation of clients and improve/sustain their mental and physical functioning.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	11 individuals
	Location Description	1147 Minnesota Ave, San Jose and 20920 McClellan Road, Cupertino

	Project Name	Catholic Charities – Long-Term Care Ombudsman
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	Receive, identify, investigate and impartially resolve complaints made by,
8		or on behalf of, residents of local long-term care facilities. The city has 15
		licensed facilities where more than 550 residents reside.
	Target Date	6/30/2022
	Estimate the number and type	380 households
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	Project Name	Heart of the Valley – Senior Transportation
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000
9	Description	Provides escorted transportation, handyman services, visitation,
		shopping and errands, computer support, respite, and other assistance.
	Target Date	6/30/2022
	Estimate the number and type	220 individuals
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	AP-38 – Project Summary (cont'd)		
	Project Name	Senior Adult Legal Assistance (SALA) – Elders Legal Services	
	Target Area	Citywide	
	Goals Supported	Public Services	
	Needs Addressed	Public Services	
	Funding	CDBG: \$16,500	
	Description	Provide a full range of accessible and affordable (free) legal services to	
10		seniors (age 62+). Included is advising, counseling, facilitating public	
		benefits, health care, addressing and/or preventing elder abuse.	
	Target Date	6/30/2022	
	Estimate the number and type	45 individuals	
	of families that will benefit		
	from the proposed activities		
	Location Description	Citywide	

	Project Name	HOPE Services – Employment, Media & Community Connections
	Target Area	Citywide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$36,504
	Description	Provide employment training, classroom instruction, a media and
11		technology component, and paid work to adults with developmental
		disabilities to promote independence and self-esteem.
	Target Date	6/30/2022
	Estimate the number and type	11 individuals
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	Project Name	Neighborhood Conservation and Imp. Prog. (NCIP) – Loans & Grants
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$980,960
	Description	NCIP provides rehabilitation to owner-occupied single-family homes
12		whose incomes are at or below 80% of the AMI. This amount includes
		estimated program income that is anticipated throughout the PY.
	Target Date	6/30/2022
	Estimate the number and type	35 households
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	AP-38 – Project Summary (cont'd)		
	Project Name	NCIP – Project Delivery Costs	
	Target Area	Citywide	
	Goals Supported	Affordable Housing	
	Needs Addressed	Affordable Housing	
	Funding	CDBG: \$158,485	
13	Description	Project Delivery Costs consists of City staff costs to deliver the NCIP. Funds not used for will be used unprogrammed at the end of the fiscal year and used to fund next year's NCIP Loans & Grants.	
	Target Date	6/30/2022	
	Estimate the number and type of families that will benefit from the proposed activities	N/A	
	Location Description	Citywide	

	Project Name	Rebuilding Together Silicon Valley – Minor Repair
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$50,000
	Description	Provide minor home repairs for low-income homeowners occupying their
14		homes so as to maintain basic health and safety standards, and so they
		can remain in their homes independently.
	Target Date	6/30/2022
	Estimate the number and type	10 households
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	Project Name	2020 Abode Services – TBRA Administration
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homelessness
15	Funding	HOME: \$797,208 CAHF: \$132,697
	Description	The Tenant-Based Rental Assistance (TBRA) program will provide rental assistance for approximately 40 homeless households or those at risk of homelessness.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	23 households
	Location Description	Citywide

	AP-38 – Project Summary (cont'd)	
	Project Name	2020 Bill Wilson Center – TBRA Administration
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homelessness
	Funding	HOME: \$600,000
		CAHF: \$28,000
		CHSF: \$140,000
16	Description	The Tenant-Based Rental Assistance (TBRA) program will provide rental
		assistance for approximately 40 homeless households or those at risk of
		homelessness.
	Target Date	6/30/2022
	Estimate the number and type	22 households
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	Project Name	CDBG Administration & Planning
	Target Area	n/a
	Goals Supported	n/a
	Needs Addressed	n/a
	Funding	CDBG: \$301,818
17	Description	Administration and planning for all CDBG funded projects and activities.
	Target Date	6/30/2022
	Estimate the number and type	n/a
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

	Project Name	HOME Administration & Planning
	Target Area	n/a
	Goals Supported	n/a
	Needs Addressed	n/a
	Funding	HOME: \$58,301
19	Description	Administration and planning for all HOME funded projects and activities.
	Target Date	6/30/2022
	Estimate the number and type	n/a
	of families that will benefit	
	from the proposed activities	
	Location Description	Citywide

Note: The following activities/agencies will be funded with General Fund dollars if approved through the budget process:

\$67,803 – Project Sentinel: Tenant/Landlord Dispute Resolution

\$22,197 – Next Door Solutions: Services for Domestic Violence Survivors

## AP-50 Geographic Distribution - 91.220 (f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

Investments will be allocated citywide for affordable housing services, capital projects, fair housing services, and public services.

AP-50 –Geographic Distribution		
Target Area Percentage of funds		
Citywide	100%	

#### Rationale for the priorities for allocating investments geographically

The City does not have plans to prioritize investments geographically. HOME CHDO set-aside funds may be spent in a contiguous jurisdiction if a CHDO development cannot be identified within the City limits.

## AP-55 Affordable Housing - 91.220 (g)

#### Introduction

For the purpose of this section, the term "affordable housing" is defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

The City of Santa Clara has identified the production and maintenance of affordable housing as the primary objective for the expenditure of federal funds in the Consolidated Plan. While CDBG and HOME funds are limited, the City will continue to allocate funding to affordable housing projects, including owner-occupied rehabilitation. The City has non-federal funding sources that it will use toward the development of affordable housing during Fiscal Year 2020-2021.

	_,
AP-55A – One Year Goals for the Number of Households to be Supported (by Population Typ	be)
Homeless – Housing assistance for units <u>reserved</u> for homeless individuals and households.	45
Non-Homeless – Housing assistance for all units NOT reserved for homeless individuals and households.	45
Special-Needs – Housing assistance for units reserved for households that are not homeless but require	0
specialized housing or supportive services.	Ū
Total	90
Total	50
	,
AP-55B – One Year Goals for the Number of Households Supported Through (by Program Type	pe)
Rental Assistance – Housing assistance for programs such as tenant-based rental assistance	45
(TBRA) and one-time payments to prevent homelessness.	
The Production of New Units – New units, including the conversion of non-residential	0
properties.	Ū
• •	
Rehab of Existing Units – Rehabilitation of existing units, including reconstruction. If unit will be	45
acquired and rehabilitated, report the unit only once.	
Acquisition of Existing Units – Housing assistance for programs such as down payment	0
assistance. If the unit will be acquired and rehabilitated, report the unit only once.	
Total	90
TOTAL	90

## **AP-60 Public Housing – 91.220 (h)**

#### Introduction

The Santa Clara County Housing Authority (SCCHA) is the regional entity that manages and maintains housing units and administers Housing Choice Voucher programs across the County. SCCHA operates four public housing units located in City of Santa Clara. The housing authority is a HUD-designated Moving to Work (MTW) agency which allows it greater flexibility to design and implement more innovative approaches to providing housing assistance.

Over 10,000 housing vouchers are currently active county-wide. The types of voucher in use include project-based, tenant-based, veteran focused, and vouchers for persons with a disability. The majority of voucher holders have a tenant-based voucher which is a type of voucher that allows the holder to use the voucher at any housing unit where the landlord will accept the voucher. Data on the number of vouchers in use within the City is unavailable.

#### Actions planned during the next year to address the needs to public housing

The SCCHA has converted three of their original public housing projects to affordable housing stock, only one public housing project with four units remains in the City. The City will continue to work closely with the SCCHA to address any needs identified during the program year.

The most immediate need is finding housing units and owners that will accept vouchers. Stakeholder interviews also identified the need for assisting families moving into affordable units with basic necessities.

SCCHA re-proposed a landlord initiative activity begun in 2017 to attract new Housing Choice Voucher (HCV) owners and encourage existing HCV owners to re-lease existing HCV units to another HCV tenant to fill unit vacancies. SCCHA hopes these incentives continue attracting new, and retaining current, owners to the Section 8 program increasing the number of affordable rental units in the City.

SCCHA is proposing a new activity for approval by the Department of Housing and Urban Development (HUD) aimed at streamlining the conversion of non-Section 8 subsidized units into Project Based Voucher units upon expiration or owner opt-out from a HUD contract. Conversion of subsidized units into PBV units increases the housing choices for low-income families and preserves the long-term affordability of expiring subsidized properties

# Actions to encourage public housing residents to become more involved in management and participate in homeownership

SCCHA is proactive in incorporating resident input into the policy-making process. The SCCHA board includes two tenant commissioners that provide input from the tenant perspective.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

## AP-65 Homeless and Other Special Needs Activities – 91.220 (i)

#### Introduction

In the last County Point-in-Time Count in 2019, the count identified 9,706 homeless individuals, which was higher than any count over the last ten years. Of these individuals, 1,784 are sheltered and 7,922 are unsheltered. Individuals with the highest rates of being without shelter are the chronically homeless, homeless veterans, and unaccompanied youth. It is estimated that 25 percent or 2,470 are chronically homeless with 85 percent of those chronically homeless are unsheltered; 653 are veterans, with 68 percent unsheltered; 269 are families, with 26 percent unsheltered; and 1,876 are unaccompanied youth, with 95 percent unsheltered. It is also estimated that two percent of homeless individuals are living with HIV. Due to the COVID crisis, the Point-in-Time Count of 2021 was not conducted.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City renewed its agreement with the County of Santa Clara for FY21/22 to provide intensive case management to approximately 20 chronically homeless individuals identified by the police department. This program is funded with local funds. The County provides housing subsidies for the participants in this program while the City uses its Successor Housing Agency funds to provide the case management and services for the program.

#### Addressing the emergency shelter and transitional housing needs of homeless persons.

The City will fund agencies that serve homeless persons accessing emergency and transitional shelters. Much of the funding will come from CDBG for agencies providing public services such as case management. Agencies include NextDoor Solutions, Bill Wilson Center, and Abode Services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Particularly for chronically homeless, it is preferable for individuals to receive intensive case management rather than simple information and referral services. Case managers work to assist homeless individuals find housing, connect with resources, and receive services to maintain housing. The provision of case management is person-based rather than shelter-based with the goal of rapid re-housing. The five-year goals of the Community Plan to End Homelessness establish a target of creating 6,000 housing opportunities for persons who are homeless. An additional goal is for each of the 6,000 new tenants to have access to the services that will allow them to maintain that housing.

The City will continue using prior year HOME funds and 2020-2021 Entitlement funds for our TBRA program which gives security deposits and monthly subsidies to the homeless families and/or domestic violence survivors, or those families at risk of homelessness.

Countywide, there were 294 homeless families with children counted. Homeless families are typically underrepresented in the Homeless Survey. Oftentimes, homeless families are using shelters or transitional housing facilities, vehicles, and/or splitting up and couch surfing. This results in an underrepresented

count of homeless families during the census.

Along with the point-in-time count, 587 surveys were given to homeless households/individuals. The surveys were given primarily in unsheltered locales. The results showed "257 chronically homeless individuals, 49 homeless veterans, 19 individuals in homeless families, 42 unaccompanied children and transition-age youth."

The TBRA program is a short-term solution to homelessness (unlike permanent supported housing for the chronically homeless). The Homeless Survey has shown that families with children are not only a special needs population, but tend to be underrepresented in Homeless Surveys. The TBRA program will continue to focus on assisting the homeless and at-risk of homelessness population; however, preferences towards families with children, and individuals and/or families exiting housing exclusively designated for domestic violence survivors will be given.

Helping low-income individuals and families avoid becoming homeless, especially extremely lowincome individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City provides CDBG funding to the Bill Wilson Center for youth services, St. Justin for their food assistance program, and the YWCA for services to survivors of domestic violence.

<sup>2017</sup> Santa Clara County Homeless Census and Survey Report (page 33)

## AP-75 Barriers to Affordable Housing – 91.220 (j)

#### Introduction

The jurisdictions within the County face barriers to affordable housing that are common throughout the Bay Area. High on the list is the lack of developable land, which increases the cost of available lands and increases housing development costs. Local opposition is another common obstacle as many neighbors have strong reactions to infill and affordable housing developments. Opposition is often based on misconceptions, such as an anticipated increase in crime; erosion of property values; increase in parking and traffic congestion; and overwhelmed schools. However, to ensure a healthy economy, the region must focus on strategies and investment that provide housing for much of the workforce in the region – sales clerks and secretaries, firefighters and police, teachers and health service workers – whose incomes significantly limit their housing choices.

The City has identified multiple constraints or barriers to the affordable housing and residential investment in its 2015-2023 Housing Element Update, including:

- Land use controls limit the allowed density of housing production;
- Parking requirements increase the cost of housing.

Generally, the City faces the same affordable housing barriers as the rest of the Bay Area, including:

- High cost of development constrains the development of affordable housing units in favor of higher-end units;
- Lack of developable land prevents housing development and increases the price of land; and
- Local opposition prevents affordable housing from being built in high-resource areas.

Additionally, the Assessment of Fair Housing identified the following contributing factors to fair housing issues, including affordable housing, through analysis of data and community engagement feedback:

- Displacement of residents due to economic pressures
- Land use and zoning laws
- Source of income discrimination
- Community opposition
- Availability of affordable units in a range of sizes
- Availability, type, frequency, and reliability of publictransportation
- Lack of access to opportunity due to high housing costs
- Lack of affordable, accessible housing in a range of unit sizes
- Lack of affordable housing for individuals who need supportive services
- Lack of assistance for housing accessibility modifications
- Lack of resources for fair housing agencies and organizations
- Location and type of affordable housing
- Loss of affordable housing
- Private discrimination

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. The City identified multiple barriers to affordable housing, including income and wages that are not consistent with the rising cost of housing, a competitive rental and home market, and diminishing public funds.

The Housing Element includes the following actions to remove or ameliorate barriers: Work with nonprofits to acquire and rehabilitate distressed multi-family housing and convert it to low income housing, update the City zoning ordinance to comply with state laws on reasonable accommodations, emergency shelters, transitional and supportive housing and density bonuses, accommodation of the Regional Housing Needs Assessment for the 2015 Housing Element to maintain an inventory of housing sites appropriate for a range of income levels and for supportive housing for persons with physical and developmental disabilities, analysis of impact fees, promote construction of accessary units and low income housing types such as Single Room Occupancy units, continue to require developers of 10 or more homeowner units to provide Below Market Rate units, consider establishing an affordable housing mitigation fee for large office and industrial developments, consider a local source of affordable housing funds.

## **AP-80 Other Actions – 91.220 (k)**

#### Introduction

This section discusses efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

#### Actions planned to address obstacles to meeting underserved needs

One of the major obstacles to meeting the needs of the underserved is the limited amount of funding available to fund public services. The City contributes general funds to fund the tenant/landlord mediation program and the United Way 211 information line.

#### Actions planned to foster and maintain affordable housing

The Neighborhood Conservation & Improvement Program (NCIP) is administered by the Housing & Community Services Division of the Community Development Department. The program addresses building/housing code deficiencies, abatement of hazardous conditions, repair/rehabilitation of deteriorated conditions, and accessibility for persons with disabilities, all to improve the habitability, use and occupancy of owner-occupied housing. Financial assistance is provided in the form of loans and grants. Terms are flexible and below market, depending on the homeowner household income.

City staff conducts a housing inspection to determine repair needs, prepares work specifications, solicits construction contractors to perform the work, and conducts progress inspections. Since 1976, the NCIP Program has assisted more than 1,800 homeowners. For FY21/22, the City has budgeted over \$1,139,445 in CDBG funds for NCIP (this includes activity delivery costs).

In the FY21/22, the City will grant \$50,000 to Rebuilding Silicon Valley Together to provide similar services as the NCIP program. The program will be limited to small/urgent needs, and any large projects will be referred to the NCIP program.

A Memorandum of Understanding, approved by the City Council and RDA Board on November 14, 2006, directed that all RDA funds appropriated for the NCIP Program "will be committed permanently" to the NCIP Affordable Housing Rehabilitation Fund (AHRF). Any program income accruing from the expenditure of Successor Housing Agency (SHA) funds for NCIP activities would also be deposited in the AHRF. That program income will not be subject to federal restrictions or requirements. It will primarily be used for the NCIP Program, but may be used for other activities that benefit low and moderate-income persons as long as those activities address one or more of the housing and community goals set forth in the Consolidated Plan.

The City has a Below Market Purchase Program (BMP). This program requires developers to set aside 15% of newly constructed units for housing affordable to moderate income homebuyers. The Program is administered by HouseKeys. The Program created an additional source of revenue to augment future housing and community objectives — the City Affordable Housing Fund (CAHF). After five years, a BMP housing unit can convert from a restricted sales price to a market price. If a BMP unit is sold after the initial 5-year period, the City recaptures the value of the affordable purchase price discount. Proceeds are deposited in the CAHF. Use of CAHF funds is not subject to federal or state restrictions. The CAHF funds will be used for activities that benefit low and moderate-income persons and address one or more of the housing and community goals set forth in the ConPlan and its Housing Element.

#### Actions planned to reduce lead-based paint hazards

The City undertakes HUD-funded projects in accordance with the Lead-Based Paint Regulations published in 2000. These regulations most commonly affect residential structures rehabilitated through NCIP. When identified, lead paint will be controlled or abated and disposed of properly to eliminate or reduce the hazard of environmental or human contamination. The City has adopted a written plan to implement the regulations in its NCIP Program and other housing rehabilitation activities.

#### Actions planned to reduce the number of poverty-level families

The Section 3 Affirmative Action Plan was last updated on July 1, 2011. The purpose of the plan is to assure that new jobs created by the use of federal entitlement funds provide opportunity for the recruitment, training and employment of low income persons residing in the City of Santa Clara. To this end, the stated purpose of the plan is to "provide lower income residents within the project area [City of Santa Clara] the opportunity for employment and training and for the awarding of contracts to businesses located or owned in substantial part by persons residing in the project area." This action plan is required of all contracts for non-exempt projects funded by HUD. Projects with less than \$200,000 in CDBG/HOME funds are exempt from Section 3 requirements.

On March 24, 2017 the Santa Clara City Council unanimously passed the first worker retention ordinance in Silicon Valley. This ordinance will provide much-needed job security to some of the most vulnerable workers. This law protects food and building service workers from mass layoffs when companies switch contractors. It requires that if a company with an office or venue in Santa Clara hires a new contractor or brings services in-house, the workers who currently work at that location must be kept on for a 90-day transition period.

The City of Santa Clara is a participating member of the North County Consortium of Neighborhood Self Sufficiency Centers whose mission is to support the long-term sustainability and self-sufficiency of CalWORKs families. The consortium is made up of over 30 businesses, agencies and schools that have a record of successful work with CalWORKs clients.

The Santa Clara Unified School District (SCUSD) Adult Education Center has a CalWORKs Site Representative who acts as a liaison for participating CalWORKs students and Santa Clara County Social Services Agency. Some of these responsibilities include ensuring that all participants on campus are remaining in compliance with federal regulations, developing a welfare to work plan, reporting monthly attendance to the County for each participant, and reporting progress reports on a quarterly basis for each participant CalWORKs student to the County. In addition to the Site Representative, the Adult Education Center has a Career Advisor for CalWORKs students to help them in job placement, resume development, and interviewing skills.

#### Actions planned to develop institutional structure

The City will continue its participation in the CDBG Coordinators Committee, which increasingly has become a public forum for discussion and active planning of common strategies to address the housing and community needs in Santa Clara County.

# Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue its efforts to encourage consortium-building among housing developers, public service providers, and governmental and non-governmental entities. The City has achieved proven results in using federal funds to leverage private funds. The City participates in the quarterly meetings of the Supportive Housing Roundtable, which includes government agencies, housing developers, service providers, legal services and private funders.

#### Discussion

In 1983, the City of Santa Clara joined with several other cities to create the North Valley Job Training Consortium (NOVA) in response to the federal Workforce Investment Act. The consortium is a private/public partnership made up of representatives of local government, business and industry, labor, education and training systems, employment services, and community support organizations. Currently, the cities of Santa Clara, Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, and Sunnyvale and San Mateo County are participating members. The NOVA Workforce Board was established to guide the agency in its mission to deliver employment and training services that enhance the ability to live and work in Silicon Valley. Many of the services and programs provided by NOVA target disadvantaged youth and adult populations, who may have limited education and/or barriers to employment. NOVA is a partner in the CONNECT! Job Seeker Center, a comprehensive resource center open to all job seekers, which offers computer access, a resource library, resume assistance and job search workshops.

The Housing Authority was approved as a Moving to Work (MTW) Agency in January of 2008. That program allows the HACSC additional administrative flexibility between programs. The three major goals for the MTW program are to increase cost effectiveness, to promote self-sufficiency, and to expand housing options for program participants.

## AP-90 Program Specific Requirements – 91.220 (I) (1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I) (1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1.	The total amount of program income that will have been received before the start of	450,000
	the next program year and that has not yet been reprogrammed	
2.	The amount of proceeds from section 108 loan guarantees that will be used during the	0
	year to address the priority needs and specific objectives identified in the strategic plan.	
3.	The amount of surplus funds from urban renewal settlements.	0
4.	The amount of any grant funds returned to the line of credit for which the	0
	planned use has not been included in a prior statement or plan.	
5.	The amount of income from float-funded activities	0
Tota	al Program Income	450,000

#### **Other CDBG Requirements**

The amount of urgent need activities.
 The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

#### HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I) (2)

# A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

1. The City does not use HOME funds beyond those identified in Section 92.205. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Homeowner Equity – for purposes of this policy, it is defined as the sum of the down-payment, principal paid, and homeowner improvements.

HOME Equity – for purposes of this policy, it is defined as the amount of HOME investment, adjusted as follows: (1) The HOME investment amount would be reduced if, at the time of the homeowner purchase, the market price is less than the cost of construction, by the amount of that difference; and (2) Beginning after six years of residency by the original buyer, the City would reduce its share of excess proceeds by a maximum of 10% for each additional full year the original buyer resides in the home. After the completion of 15 years of residency by the original buyer, the City would have no interest in recapturing any portion of its original HOME investment.

In the event of a sale of a HOME-assisted house during the 15-year HOME affordability period, sales proceeds would be distributed in the following order of priority:

- a. Closing costs.
- b. Primary mortgage loan (City or private lender).
- c. Other loans superior to the HOME investment lien (if any have been approved by the City).

The remaining funds are considered Shared Net Proceeds under the HOME regulations and would be distributed in the following order of priority:

- d. Homeowner Equity, or the amount of Shared Net Proceeds, whichever is less.
- e. Homeowner Shared Net Proceeds. This amount will be the greater of: (1) Homeowner Equity that was paid as described above; or (2) proportionately of the Shared Net Proceeds, according to the formula Homeowner Equity, divided by the sum of Homeowner Equity plus HOME Equity.
- f. HOME investment. The remainder of the Shared Net Proceeds. If the remaining Shared Net Proceeds are insufficient to repay the full amount of the HOME investment, the City would forgive any of the HOME investment that could not be repaid from the remaining Shared Net Proceeds.
- 2. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

The City secures its HOME funds by recording Deeds of Trust on the title of the property that received the funding. The period of affordability would be a minimum of 15 years.

3. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not have any plans to use HOME funds to refinance existing debt on multi-family.

4. HOME funds may be allocated to affordable housing capital projects in contiguous jurisdictions.

#### Discussion

The following guidelines will apply to the TBRA program:

The program will serve homeless or at-risk of becoming homeless households, with preference given to families with children. The household income must be at, or below 60% AMI as published by HUD. Households must reside in or have proof of a last permanent address in the City of Santa Clara, or who are currently working or have a bonafide job offer in the City of Santa Clara, or be homeless in the City of Santa Clara, or have children attending a school in the Santa Clara Unified School District.

Participants go through the Coordinated Assessment system and be placed in the Community Queue (a separate, confidential process is available within the system for domestic violence survivors). A Vulnerability Index-Service Prioritization Decision Assistance Tool 2.0 (VI-SPDAT) will assess the vulnerability and placement of the participant in the Queue. Further, the program-specific filters (e.g., families with children) will result in referrals to the TBRA program from the Queue.

While it would be ideal for participants to locate housing within the City limits, the program will allow participants to find housing located anywhere within the County of Santa Clara.

#### 95% After Rehab Valuation

The City of Santa Clara may use HOME funds for acquisition purposes. Per CFR 24 92.254 (a)(iii), the City has chosen to determine separate limits for existing housing than the given median purchase price issued by HUD. City staff researched the Multiple Listings Service (MLS) to determine the number of single-family and multi-family home sales. There were less than 250 sales per months; thus, per 24.92.254 (a)(iii), we were required to compile 3 months of sales figures. The following details the home sales in Santa Clara over the most recent three (3) months for single-family homes and multi-family homes at the time of publication. The numbers below are subject to change prior to submission of the AAP to HUD.

#### CITY OF SANTA CLARA FISCAL YEAR 2021/2022 ALLOCATIONS Annual Action Plan Funding Breakdown

TOTAL EXPECTED RESOURCES	Estimate	FY 21-22 Prior Estimated stimated Year CDBG 21- ntitlement Balance HOME 20-		FY20-21 Total Expected
Community Development Block Grant (CDBG)	\$1,059,09	92 \$215,000	\$450,000	\$1,724,092
Home Investment Partnership Program (HOME)	\$ 433,03	\$1,091,500	\$15,000	\$ 1,539,511
City Affordable Housing Fund (CAHF)	\$225,69	97 n/a	n/a	\$225,697
City Housing Successor Fund (CHSF)	\$250,00	00 n/a	n/a	\$250,000
General Funds	\$95,00	00 n/a	n/a	\$95,000
TOTAL AMOUNT OF EXPECTED RESOURCES AVAILABLE				

#	Program		Allowable	Staff
#	Administration		Admin	Recomm.
1A	CDBG Administration (from allocation)		max 20%	\$211,818
1B	CDBG Administration (from PI)		max 20%	\$90,000
2A	HOME Administration (from allocation)		max 10%	\$43,301
2B	HOME Administration - 10% of 2020/2021 estimated PI of	\$130,000	max 10%	\$13,000

CDBG Funds Available				Est. Funds
for Public Service (PS) Requests				Available
CDBG Entitlement Funds Available for PS		max 15%		\$158,863
FY20/21 Anticipated Program Income for PS	\$509,278	max 15%		\$76,391
CDBG Funds Available for Public Services			max 15%	\$235,254

	#	Agencies Funded	CDBG Funds				HOME Funds	CAHF Funds	CHSF Funds	eneral unds
	1	Bill Wilson Center - Counseling & Family Therapy	\$	35,000						
	2	Bill Wilson Center - Family Advocacy Services	\$	35,000						
	3	The Health Trust - Meals on Wheels	\$	27,825						
	4	Santa Clara Senior Center - Senior Nutrition Program	\$	24,000						
	5	Silicon Valley Independent Living Center (SVILC)	\$	18,000						
ies	6	Next Door Solutions - Support Services for Victims of DV						\$ 22,197		
Public Service Activities	7	Live Oak Adult - Day Services	\$	15,000						
ce Ac	8	Catholic Charities Ombudsman - Ombudsman Prog.	\$	10,000						
servi	9	Heart of the Valley - Support & Transportation Services	\$	15,000						
blic 9	10	Senior Adult Legal Assistance (SALA) - Legal Assistance	\$	16,500						
Pu	11	HOPE Services - Educational Serivces	\$	36,504						
	12	County - Homeless Prevention Program (HPP)				\$50,000				
	13	County - Intensive Case Management (ICM)				\$15,000	\$ 110,000			
	14	United Way Bay Area - 211 Services						\$ 5,000		
	15	Project Sentinel - Fair Housing Services			\$22,197					
	16	Project Sentinel - Landlord/Tenant Mediation						\$ 67,803		
	17	NCIP - Loans & Grants	\$	980,960						
Cap. Imp.	18	NCIP Activty Delivery Costs	\$	158,485						
Cap.	19	Rebuilding Together - Minor Repair Program		\$50,000						
	20	LifeMoves - Capital Improvement		\$0						
sng	21	Bill Wilson Center - TBRA Administration & Case Mgt.			\$600,000	\$28,000	\$ 140,000			
Aff. Housng	22	Abode - TBRA Administration & Case Mgt.			\$797,208	\$132,697				
Aff.	23	Community Housing Development Org. (CHDO) Set-aside			\$61,805					
ADMIN.	24	CDBG Administration	\$	301,818						
ADN	25	HOME Administration			\$58,301					

#	Budget	TOTAL	CDBG	HOME	CAHF	CHSF	General
#	Summary	FUNDING	funds	funds	Funds	Funds	Funds
Α	Public Service Activiites	\$525,026	\$232,829	\$22,197	\$65,000	\$110,000	\$95,000
В	Capital Improvement Projects	\$1,189,445	\$1,189,445	\$0	\$0	\$0	\$0
С	Affordable Housing Activities	\$1,759,710	\$0	\$1,459,013	\$160,697	\$140,000	\$0
D	Program Administration	\$360,119	\$301,818	\$58,301	\$0	\$0	\$0
	TOTALS	\$3,834,300	\$1,724,092	\$1,539,511	\$225,697	\$250,000	\$95,000



## City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

## Agenda Report

21-586 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Action on a Written Petition (Council Policy 030) Submitted by Councilmember Hardy Requesting a Discussion on Council Policy 047 (Admonition and Censure)

#### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

#### BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

#### DISCUSSION

The City Clerk's Office has received a Written Petition for Council consideration from Councilmember Hardy dated April 8, 2021 (Attachment 2) for censure of Councilmember Kathy Watanabe.

Council Policy 047 (Attachment 3) provides the process for seeking admonition or censure the Mayor and City Council. The Council may request a formal censure action be placed on a Council agenda. The City Clerk shall provide notice of the possible censure to the Councilmember who is the subject of the action. The notice shall contain the specific charges on which the proposed censure is based and the date and time that the matter will be heard. Upon hearing the testimony, the Council may take action by resolution setting forth its findings and stating the terms of the censure.

The requested action is only to place the item on a future agenda for discussion by the full Council, at which time the requirements for Council Policy 047 can be addressed by Councilmember Hardy.

#### FISCAL IMPACT

There is no fiscal impact other than administrative staff time.

#### 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>.

21-586 Agenda Date: 5/4/2021

## <u>ALTERNATIVES</u>

- 1. Direct staff to agendize.
- 2. Note and file this report and take no further action.
- 3. Any other alternative as approved by Council.

## **RECOMMENDATION**

Staff has no recommendation and is seeking Council direction.

Reviewed by: Nora Pimentel, Assistant City Clerk Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

- 1. Council Policy 030 Adding an Item on the Agenda
- 2. Written Petition dated April 8, 2021 from Councilmember Hardy
- 3. Council Policy 047 Admonition and Censure Policy

#### **RESOLUTION NO. 20-8895**

A RESOLUTION OF THE CITY OF SANTA CLARA. CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809. AMEND COUNCIL POLICY 030 ENTITLED "ADDING AN ITEM ON THE AGENDA." AND APPROVE THE COUNCIL ITEM REQUEST FORM

#### BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council's use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

## NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

- 1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
- 2. That amended Council Policy 030 entitled "Adding an Item on the Agenda" with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27<sup>TH</sup> DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe,

and Mayor Gillmor

NOES:

COUNCILORS:

None

ABSENT:

COUNCILORS:

None

ABSTAINED:

COUNCILORS:

None

ATTEST:

NORA PIMENTEL, MMC ASSISTANT CITY CLERK CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Council Policy 030 entitled "Adding an Item on the Agenda"



## ADDING AN ITEM ON THE AGENDA

#### **PURPOSE**

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

#### POLICY

## Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

#### Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

## Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



## ADDING AN ITEM ON THE AGENDA

#### Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the "Written Petition" section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the "Public Presentations" section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

## PROCEDURE FOR WRITTEN PETITIONS

- All requests to address the City Council shall be submitted in writing.
  Written Petition forms are available for the petitioner's convenience
  on the City's website and in the City Manager's Office, City Clerk's
  Office, and the Mayor and Council Offices. Alternatively, an email
  may be submitted to clerk@santaclaraca.gov.
- 2. Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
- 3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.



## ADDING AN ITEM ON THE AGENDA

PROCEDURE FOR WRITTEN REQUESTS FROM CITY COUNCIL

- Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
- 2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
- 3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



## COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

Requesting Member of City	Council
Contact E-mail	
Contact Phone	
Today's Date	
WRITTEN REQUEST	
l, be placed on the City of San	, hereby request that the following item ita Clara Council and Authorities Concurrent meeting agenda:

Reference: Council Policy 030 – Adding an Item on the Agenda

Resolution No. 20-8895

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

Requesting Member of City Council Karen Hardy
contact E-mail Khardy@ Santaclara ka. goV
Contact Phone 408 - 952 - 9413
Today's Date April 8, 202
WRITTEN REQUEST
be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:
Consure of councilmember
-Kathy Watanabe

Reference: Council Policy 030 – Adding an Item on the Agenda

Resolution No. 20-8895

CONTACT INFORMATION



#### ADMONITION AND CENSURE POLICY

**PURPOSE** 

This policy applies only to the Mayor and City Council members for improper conduct that may result in admonition or censure.

**POLICY** 

It is the policy of the City Council that all of its members shall abide by federal and state law, City ordinances, and City policies, including the Code of Ethics and Values. Violations of such law or policy tends to injure the good name of the City and to undermine the effectiveness of the City Council as a whole.

Depending on the circumstances of alleged violations of law or policy, the Council may initiate an investigation of the allegations prior to the filing of a request for any of the actions described in this policy.

Nothing in this policy shall preclude individual Council Members from making public statements regarding such alleged conduct.

At any point during any of the processes described in this policy, the Council may refer the matter, as appropriate, to the Santa Clara County District Attorney for investigation. Following such a referral, the Council may proceed with any actions it chooses to undertake under the provisions of this policy. While the Council has broad discretion in deciding actions it may choose to take in response to violations of law or policy, this policy provides definitions and procedures related to two types of action: admonition and censure.

#### Admonition

An admonition may typically be directed to all members of the City Council, reminding them that a particular type of behavior is in violation of law or City policy, and that, if it occurs or is found to have occurred, could make a member subject to censure. An admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. An admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not necessary require an investigation or separate hearings to determine whether the allegation is true. An admonition may also be treated as taking action to criticize a council member's conduct. The right to criticize is protected by the First Amendment, and may be done individually, or as a whole by motion.

#### Censure

Censure is an official reprimand or condemnation made by City Council in response to specified conduct by one of its own member. Censure is disciplinary in nature, and requires the formal adoption of a resolution setting forth the council member's alleged violations of law and/or

# **ADMONITION AND CENSURE POLICY (cont.)**

policies. Censure may require an investigation, and must protect the due process rights of the council member. Censure carries no fine or suspension of the rights of the council member as an elected official but a censure is a punitive action that serves as a punishment for wrongdoing.

#### **PROCEDURE**

#### **Informal Admonition**

An individual Council Member can make an admonition at any Council meeting during the Public Presentations or Reports of Members and Special Committees portion of the meeting.

#### Censure

The Council may request a formal censure action be placed on a Council agenda. The City Clerk shall provide notice of the possible censure to the Councilmember who is the subject of the action. The notice shall contain the specific charges on which the proposed censure is based and the date and time that the matter will be heard. Upon hearing the testimony, the Council may take action by resolution setting forth its findings and stating the terms of the censure.

Reference:

City Council-approved policy dated 5/15/2018



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

# Agenda Report

21-630 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Action on a Written Petition (Council Policy 030) submitted by Gabriela Gupta Requesting the Censure of Councilmember Watanabe and Admonishment of Mayor Gillmor - Council Policy 047

#### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

#### <u>BACKGROUND</u>

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

Also attached for reference is Council Policy 047 - Admonition and Censure Policy (Attachment 2).

#### DISCUSSION

The City Clerk's Office has received a Written Petition for Council consideration from Gabriela Gupta dated April 16, 2021 (Attachment 3) requesting the censure of Councilmember Watanabe and admonishment of Mayor Gillmor.

#### FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

#### ENVIRONMENTAL REVIEW

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

#### PUBLIC CONTACT

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

21-630 Agenda Date: 5/4/2021

#### **ALTERNATIVES**

- 1. Set a future Council meeting date to take action on the Written Petition received.
- 2. Take no action.
- 3. Any other City Council Action, as determined by the City Council.

#### **RECOMMENDATION**

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk Approved by: Deanna J. Santana, City Manager

#### **ATTACHMENTS**

- 1. Policy and Procedure 030 Adding an Item on the Agenda
- 2. Policy and Procedure 047 Admonition and Censure Policy
- 3. Written Petition dated April 16, 2021 from Gabriela Gupta

#### **RESOLUTION NO. 20-8895**

A RESOLUTION OF THE CITY OF SANTA CLARA. CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809. AMEND COUNCIL POLICY 030 ENTITLED "ADDING AN ITEM ON THE AGENDA." AND APPROVE THE COUNCIL ITEM REQUEST FORM

#### BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council's use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

# NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

- 1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
- 2. That amended Council Policy 030 entitled "Adding an Item on the Agenda" with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

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3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27<sup>TH</sup> DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe,

and Mayor Gillmor

NOES:

COUNCILORS:

None

ABSENT:

COUNCILORS:

None

ABSTAINED:

COUNCILORS:

None

ATTEST:

NORA PIMENTEL, MMC ASSISTANT CITY CLERK CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Council Policy 030 entitled "Adding an Item on the Agenda"



#### ADDING AN ITEM ON THE AGENDA

#### **PURPOSE**

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

#### POLICY

#### Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

#### Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

#### Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



#### ADDING AN ITEM ON THE AGENDA

#### Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the "Written Petition" section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the "Public Presentations" section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

### PROCEDURE FOR WRITTEN PETITIONS

- All requests to address the City Council shall be submitted in writing.
  Written Petition forms are available for the petitioner's convenience
  on the City's website and in the City Manager's Office, City Clerk's
  Office, and the Mayor and Council Offices. Alternatively, an email
  may be submitted to clerk@santaclaraca.gov.
- 2. Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
- 3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.



#### ADDING AN ITEM ON THE AGENDA

PROCEDURE FOR WRITTEN REQUESTS FROM CITY COUNCIL

- Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
- 2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
- 3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



#### COUNCIL ITEM REQUEST FORM

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

Requesting Member of City	Council
Contact E-mail	
Contact Phone	
Today's Date	
WRITTEN REQUEST	
l, be placed on the City of San	, hereby request that the following item ita Clara Council and Authorities Concurrent meeting agenda:

Reference: Council Policy 030 – Adding an Item on the Agenda

Resolution No. 20-8895



#### ADMONITION AND CENSURE POLICY

**PURPOSE** 

This policy applies only to the Mayor and City Council members for improper conduct that may result in admonition or censure.

**POLICY** 

It is the policy of the City Council that all of its members shall abide by federal and state law, City ordinances, and City policies, including the Code of Ethics and Values. Violations of such law or policy tends to injure the good name of the City and to undermine the effectiveness of the City Council as a whole.

Depending on the circumstances of alleged violations of law or policy, the Council may initiate an investigation of the allegations prior to the filing of a request for any of the actions described in this policy.

Nothing in this policy shall preclude individual Council Members from making public statements regarding such alleged conduct.

At any point during any of the processes described in this policy, the Council may refer the matter, as appropriate, to the Santa Clara County District Attorney for investigation. Following such a referral, the Council may proceed with any actions it chooses to undertake under the provisions of this policy. While the Council has broad discretion in deciding actions it may choose to take in response to violations of law or policy, this policy provides definitions and procedures related to two types of action: admonition and censure.

#### Admonition

An admonition may typically be directed to all members of the City Council, reminding them that a particular type of behavior is in violation of law or City policy, and that, if it occurs or is found to have occurred, could make a member subject to censure. An admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. An admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not necessary require an investigation or separate hearings to determine whether the allegation is true. An admonition may also be treated as taking action to criticize a council member's conduct. The right to criticize is protected by the First Amendment, and may be done individually, or as a whole by motion.

#### Censure

Censure is an official reprimand or condemnation made by City Council in response to specified conduct by one of its own member. Censure is disciplinary in nature, and requires the formal adoption of a resolution setting forth the council member's alleged violations of law and/or

# **ADMONITION AND CENSURE POLICY (cont.)**

policies. Censure may require an investigation, and must protect the due process rights of the council member. Censure carries no fine or suspension of the rights of the council member as an elected official but a censure is a punitive action that serves as a punishment for wrongdoing.

#### **PROCEDURE**

#### **Informal Admonition**

An individual Council Member can make an admonition at any Council meeting during the Public Presentations or Reports of Members and Special Committees portion of the meeting.

#### Censure

The Council may request a formal censure action be placed on a Council agenda. The City Clerk shall provide notice of the possible censure to the Councilmember who is the subject of the action. The notice shall contain the specific charges on which the proposed censure is based and the date and time that the matter will be heard. Upon hearing the testimony, the Council may take action by resolution setting forth its findings and stating the terms of the censure.

Reference:

City Council-approved policy dated 5/15/2018



# CITY COUNCIL WRITTEN PETITION

	rovide the information requested below. \ 500 Warburton Avenue, Santa Clara, CA 95	1400001
		Date:4/16/2021
ţ		, am hereby requesting to be placed on the Santa
Clara City	y Council Agenda for the following purpose:	
- Cen	sure of Councilmember Kathy Watanabe	
- Adn	nonishment of Mayor Lisa Gillmor	
I understa wishes to		ting in the event there are any questions the Council
Signed:		
NAME: _	Gabriela Garzón Gupta	
	CONTROL LE DE MODO	
ADDRES	S: 991 W Hedding St. #202 Street	_
San Jose	95126	
City	Zip Code	
TELEPHO	ONE:* 408-287-9710	
advent of	Optional	
DATE:	4/16/2021	

\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

Mayor Gillmor and Santa Clara City Councilmembers Santa Clara City Hall 1500 Warburton Avenue Santa Clara, CA 95050

#### Re: Stop AAPI Hate Rally Incident

Dear Mayor Gillmor and members of Santa Clara City Council,

Thank you for considering the letter that was sent earlier. As community members, we would like to again express our deep concern over the incident that happened at the Stop AAPI Hate Rally on Wednesday, March 31. The denial of Kevin Park to speak at the rally was troubling to watch. As a public facing council, the residents look to City leadership to set a tone- and the tone that was set was one that is not inclusive or collaborative. Santa Clara is a majority-minority city, and when an Asian American is denied to speak at a rally that is advocating for Asian Americans, we must speak up and ensure that this type of behavior is not repeated.

As community members, we demand that true accountability takes place. The apologies issued by Councilmember Watanabe and Mayor Gillmor indicate a shallow understanding of what the incident means for our community. Mayor Gillmor has defended the behavior and stated that there "were faults on both sides." She attempted to turn the tables by asking Councilmember Park if he "would have done anything differently." Councilmember Watanabe issued an apology at the Council and Authorities Concurrent Meeting on April 6 that implies that we are hyperfocusing on the "controversy about Councilmember Park not speaking", instead of focusing on how "our community came together to support AAPI residents."

The type of dynamics that are on display with these types of words signal to us that some of our City leaders do not understand the true harm they cause when they interact and treat their colleagues in this manner. To imply that we are "dividing" ourselves, as Mayor Gillmor has stated in the April 6 meeting, by calling attention to the incident is insulting. We are not taking away from the original mission to support the AAPI community. Rather, we are only furthering the original mission. Supporting AAPI residents means calling out hate crimes, but also examining how interactions can either create a sense of inclusion or a sense of alienation.

For us, this incident is personal. Too many times have we been subject to the same type of interaction where we are dismissed or told we are taking away focus from the real issue. We would like to demand a formal censure that denounces Councilmember Watanabe's actions, as well as an admonishment of how Mayor Gillmor handled the incident. It would have been a sign of true understanding for our leaders to truly apologize and make amends by committing to collaborate with AAPI leaders on future events and motions pertaining to events

aimed at "supporting the AAPI community." We look forward to seeing this item on the April 20 Council and Authorities Concurrent meeting.

### Respectfully submitted,

- 1. Victoria Q. Smith, Santa Clara resident
- 2. Herminio Hernando, Santa Clara resident
- 3. Minh Steven Dovan, Santa Clara Resident, Legal Counsel for Viet-American Community of N. California
- 4. Wesley K. Mukoyama, Santa Clara Resident
- 5. Jeannie Mahan, Santa Clara Resident
- 6. Patricia Mahan, Santa Clara Resident, former Santa Clara Mayor
- 7. Mike Kaku, Santa Clara Resident
- 8. La Donna Yumori-Kaku, Santa Clara Resident
- 9. Shirley Odou, Santa Clara Resident



# City of Santa Clara

1500 Warburton Avenue Santa Clara, CA 95050 santaclaraca.gov @SantaClaraCity

# Agenda Report

21-639 Agenda Date: 5/4/2021

#### REPORT TO COUNCIL

#### SUBJECT

Update on City Council and Stadium Authority Staff Referrals

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.



# CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS FOR FOLLOW-UP/ACTION Updated 4/27/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	4/20/21	Council Meeting	Parking Maintenance District No. 122 – Franklin Square – return with information regarding the Maintenance District and possibly absolving it	Public Works/ City Attorney	5/4/21	
2.	4/6/21	Council Meeting	Regarding the 2021 Annual Street Maintenance and Rehabilitation Project – return with a communication plan on the pavement timelines and status	Public Works	TBD	
3.	3/10/21	Council Meeting	Action on Tasman East Specific Plan – continue item and return with a full presentation on Tasman East Specific Plan	Community Development	June 2021	
4.	3/10/21	Council Meeting	Referred to Governance Committee – return to Council with a Council Policy regarding eligibility list for Boards and Commissions	City Manager	5/4/21	
5.	3/10/21	Council Meeting	Council to submit work schedules to Assistant City Manager Nader; staff to prepare a report regarding options for Council meeting start time	City Manager	6/7/21	
6.	2/23/21	Council Meeting	Return with information in 6 months on a cost analysis on City's undertaking of responsibility of sewer laterals on and options for potential grant program and/or insurance policies	Water & Sewer	August 2021	
7.	1/26/21	Council Meeting	Regarding a written petition on Franklin mall Maintenance District Number 22 – staff to agendize this item for a future Council meeting after receiving a response back from the FPPC	Public Works/ City Attorney	TBD	4/20/21
8.	1/12/21	Council Meeting	Provide a Study Session on pros/cons lifecycle cost/benefits of artificial surfacing including turf (staff will return to Council with an Information Memo)	Parks & Rec	Summer 2021	
9.	1/12/21	Council Meeting	Defer approval of the 1205 Coleman Gateway neighborhood park design to work with the developer within current project approvals to receive additional community input including the Old Quad on park design	Parks & Rec	TBD	
10.	10/13/20	Stadium Authority	Stadium Bills and Claims – Return on a future agenda with an informational report on the on the Stadium Authority's responsibility of unfunded liability	Finance	June 2021	
11.	10/13/20	Council Meeting	Community Benefits Policy – Return to the Governance Committee with potential models of a Community Benefits Policy with feedback from various Community groups (i.e. CatalyzeSV) and best practices from other Cities	Community Development	TBD	
12.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	5/19/21	
13.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors. At the 9/25/20 Council meeting, Council asked staff to review enforcement of vendors outside of Levi's Stadium	Police	Summer 2021	
14.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	



# CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS FOR FOLLOW-UP/ACTION Updated 4/27/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
15.	4/30/19	Council Meeting	Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads	49ers Stadium Manager	TBD	
16.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	Spring 2021	
17.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD	
18.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Summer 2021	



# COMPLETED 2021 CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS



FOR FOLLOW-UP/ACTION
Updated 4/1/21

	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
1.	1/26/21	Council Meeting	Annual Investment Policy Statement – continue this item and return to Council with an analysis on investments, including sustainability investments	Finance	3/23/21	3/23/21	Reported at Council Meeting
2.	1/12/21	Council Meeting	Provide quarterly information reports on progress of Task Force on Diversity, Equity and Inclusion	City Manager	3/23/21	3/23/21	Reported at Council Meeting
3.	1/26/21	Council Meeting	Regarding a written petition on Loyalton Ranch Property – staff to agendize this item for a Council meeting in March	SVP	3/23/21	3/16/21	Reported at Council Meeting
4.	1/28/20	Council Meeting	VTA Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)	City Manager/ Public Works	TBD	3/10/21	VTA staff may request to present this at a future Council meeting but that time frame is unknown, therefore this item has been removed from the open referral list
5.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	TBD	3/10/21	Staff communicates regarding age- friendly activities on an ongoing basis; therefore, this item has been removed from the open referral list
6.	7/9/19	Council Meeting	Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting date so they may update Council on their fundraising efforts.	Parks & Rec	TBD	3/10/21	Lawn Bowl Clubhouse is in the Central Park Master Plan; project prioritization will depend on funding and completion of



# COMPLETED 2021

# CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS FOR FOLLOW-UP/ACTION

Updated 4/1/21



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
							other higher-priority projects, therefore this item has been removed from the open referral list
7.	7/14/20	Council Meeting	Garbage Rates – explore long-term rate assistance programs for solid waste	Public Works	3/9/21	3/9/21	Reported at Council Meeting
8.	1/26/21	Council Meeting	Council Committee Assignments – Council established an ad hoc committee comprised of Mayor Gillmor, Councilmember Park and Councilmember Jain to review committee assignments and return to Council with a revised plan (current committee assignments will remain in place until a new appointment list is approved by Council	Council Ad Hoc Committee	TBD	2/23/21	Reported at Council Meeting
9.	10/13/20	Council Meeting	Noise Monitoring at Levi's Stadium – Return to Council with a revised scope of work that includes a monthly consultant report with data related to all noise, including airplane noise by Levi's Stadium. Report should include data on peak noise, how many days we exceed the noise ordinance, etc. and notify Council regarding excessive noise complaints.	Community Development	2/23/21	2/23/21	Reported at Council Meeting
10.	1/12/21	Council Meeting	Staff to provide opinions from Chamber, DMO, TID and others on the need for of the services provided in the agreement and having the infrastructure in place. What would it cost to do it themselves and how would they envision this moving forward if City did not approve the agreement.	City Manager	2/9/21	2/9/21	Reported at Council Meeting
11.	1/12/21	Council Meeting	Provide Incremental Milestone Completion Reports from JLL regarding project milestones from previous agreements	City Manager	2/9/21	2/9/21	Reported at Council Meeting
12.	1/12/21	Council Meeting	Provide Council with previously completed TAP audit of Convention Center Visitors Bureau	City Manager	2/9/21	2/9/21	Reported at Council Meeting
13.	1/26/21	Council Meeting	Conflict of Interest Code – continue this item to 2/9/21 to provide Stadium Management Company attorney the opportunity to provide the City/Stadium Authority information on why the Stadium Management Company individuals listed in the staff report should not be included in the Conflict of Interest Code	City Manager/ City Attorney	2/9/21	2/9/21	Reported at Council Meeting



### **COMPLETED 2021**

# CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS FOR FOLLOW-UP/ACTION





	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed	Resolution
14.	1/12/21	Council Meeting	Staff to return with an Information Memo regarding the legal process of increasing utility rates	SVP	TBD	2/4/21	Memo to Council emailed to Council from City Manager on 2/4/21
15.	12/16/20	Council Meeting	Regarding a written petition from Sam Liu concerning a 10' CMU wall with project at 3200 Scott Blvd., staff to return on 1/26/21 with possible options for Council consideration	Community Development	1/26/21	1/26/21	Reported at Council Meeting
16.	1/12/21	Council Meeting	Communicate to the State Historic Preservation Office the City Council's conditional support for the nomination of the Pomeroy Green Townhouses contingent upon completion of the following conditions: signed petition from a majority of Pomeroy Green Co-op members; provision of resolution of support from the Co-op board; completion of an analysis by a qualified historian, preferably local; City Attorney review and comments on the application; notification of all shareholders and owners of neighboring homes within a 200 foot radius including information on the process to object to the nomination	Community Development	TBD	1/22/21	Staff sent letter to SHPO on 1/22/21; on 3/29/21 received confirmation the property is now listed on National and CA Historic Registers
17.	8/25/20	Council Meeting	Staff to return on 12/15/20 regarding a written petition from Joseph Ducato requesting changes to the sewer ordinance whereby the City reassumes responsibility for maintenance and or/replacement of the sewer laterals located in the public right-of-way. (The Report to Council for this item was scheduled to be presented to Council on 12/15/20, however, due to a very heavy agenda it was moved to 1/12/21.)	Water & Sewer	1/12/21	1/12/21	Reported at Council Meeting



# City of Santa Clara

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# Agenda Report

21-554 Agenda Date: 9/9/9999

#### REPORT TO COUNCIL

#### SUBJECT

Tentative Meeting Agenda Calendar (TMAC)

#### COUNCIL PILLAR

**Enhance Community Engagement and Transparency** 

#### BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.

# **City of Santa Clara**

# **Tentative Meeting Agenda Calendar**

#### Tuesday, May 18, 2021 Special Council Closed Session Meeting

**21-496** Agenda Items Pending – To Be Scheduled if needed

#### Monday, May 24, 2021 Special Council Meeting

Boards and Commission Interviews:

- Board of Library Trustees ONE (1) vacancy for a term ending 6/30/25
- Cultural Commission ONE (1) vacancy for a partial term ending 6/30/24
- Historical and Landmarks Commission ONE (1) vacancy for a term ending 6/30/25
- Parks and Recreation Commission ONE (1) vacancy for a term ending 6/30/25
- Planning Commission ONE (1) vacancy for a partial term ending 6/30/23
- Senior Advisory Commission ONE (1) vacancy for a term ending 6/30/25

#### Tuesday, May 25, 2021 Council and Authorities Concurrent Meeting

#### **Special Order of Business**

**21-646** Verbal Report from City Manager regarding COVID-19 Pandemic

#### **Public Hearing/General Business**

21-1163	<b>Public Hearing</b> : Adoption of a Resolution setting Rates for Overall Solid Waste Services and Annual Clean-up Campaign in the Exclusive Franchise Area
21-155	<b>Public Hearing:</b> Adoption of a Resolution of Formation of the Santa Clara Tourism Improvement District under the Property and Business Improvement District Law of 1994
21-760	<b>Public Hearing</b> : Action on a Resolution Establishing the Average Per-Acre Land Values and Updating the Park in Lieu Fee Schedule for New Residential Development FY 2021-22
21-647	Action on a Written Petition Submitted by Councilmember Becker Requesting a Public Apology to the Residents of Santa Clara on the CVRA Lawsuit
21-657	Action on Early Grading Agreement with Related Santa Clara

#### Thursday, May 27, 2021 Special Council and Authorities Concurrent Meeting

21-524 Study Session to Review Proposed FY2021/22 and FY 2022/23 Biennial Operating Budget and CIP Changes

# <u>Tuesday, June 8, 2021 Council and Authorities Concurrent and Stadium Authority</u> <u>Meeting</u>

#### **Public Hearing/General Business**

- 21-525 Study Session to Review Proposed FY2021/22 and FY 2022/23 Biennial Operating Budget and CIP Changes
- 21-598 Action on a Rezone from Planned Development to Planned Development of a Property Located at 2905 Stender Way to Allow Development of Four-story Date Center Building (CoreSite SV9)

#### Tuesday, June 15, 2021 Special Council Closed Session Meeting

**21-496** Agenda Items Pending – To Be Scheduled if needed

# Tuesday, June 22, 2021 Council and Authorities Concurrent Meeting

### **Special Order of Business**

21-172 Task Force on Diversity, Equity and Inclusion Update

#### **Public Hearing/General Business**

- **21-146 Public Hearing:** Action to Adopt Resolution Approving the 2020 Urban Water Management Plan Update (2020 UWMP) and Water Shortage Contingency Plan (WSCP)
- **21-150 Public Hearing**: Action on Resolutions Approving Water, Sewer and Recycled Water Rates to be Effective July 1, 2021
- **Public Hearing:** Action on the Adoption of the Fiscal Year 2021/22 Municipal Fee Schedule
- **21-496 Public Hearing**: FY2021/22 and FY 2022/23 Biennial Operating Budget and CIP Adoption
- **Public Hearing:** Action to Adopt Resolution Approving the 2020 Urban Water Management Plan Update (2020 UWMP) and Water Shortage Contingency Plan (WSCP)

#### Tuesday, June 29, 2021 Special Council Closed Session Meeting

#### **Public Hearing/General Business**

21-496 Agenda Items Pending – To Be Scheduled if needed

#### Tuesday, July 6, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

21-197 Silicon Valley Power Quarterly Update

#### Early July - Priority Setting Session Check-In (Before Council Recess)

#### Tuesday, July 13, 2021 Council and Authorities Concurrent Meeting

21-208 Action on the Introduction of a Resolution to Modify the Files Management Manual for the City of Santa Clara

#### **COUNCIL RECESS JULY 14 - AUGUST 16**

# <u>Thursday, July 15, 2021 Joint Planning Commission/Downtown Task Force and City Council Study Session</u>

#### Tuesday, August 17, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

#### Tuesday, August 24, 2021 Stadium Authority Meeting

#### **Closed Session**

21-496 Agenda Items Pending – To Be Scheduled

#### **Public Hearing/General Business**

21-496 Agenda Items Pending – To Be Scheduled

#### Tuesday, August 31, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

21-376 Review of Alternatives to Assist Sanitary Sewer Customers with the Cost of Sewer Lateral Maintenance and Repair, with Cost and Funding Sources Identified

#### Tuesday, September 14, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

#### Tuesday, August 21, 2021 Stadium Authority Meeting

#### **Closed Session**

**21-496** Agenda Items Pending – To Be Scheduled

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

#### Tuesday, September 28, 2021 Council and Authorities Concurrent Meeting

#### **Special Order of Business**

21-173 Task Force on Diversity, Equity, and Inclusion Update

#### **Public Hearing/General Business**

21-198 Silicon Valley Power Quarterly Strategic Plan Update

#### Tuesday, October 5, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

#### Tuesday, October 19, 2021 Stadium Authority Meeting

#### **Closed Session**

21-496 Agenda Items Pending – To Be Scheduled

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

#### Tuesday, October 26, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

#### Tuesday, November 9, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

### <u>Tuesday, November 16, 2021 Joint Council and Authorities Concurrent and Stadium</u> <u>Authority Meeting</u>

#### **Public Hearing/General Business**

21-496 Agenda Items Pending – To Be Scheduled

#### Tuesday, December 7, 2021 Council and Authorities Concurrent Meeting

#### **Public Hearing/General Business**

21-197 Silicon Valley Power Quarterly Update

# <u>Tuesday, December 14, 2021 Joint Council and Authorities Concurrent and Stadium</u> <u>Authority Meeting</u>

#### **Public Hearing/General Business**

**21-496** Agenda Items Pending – To Be Scheduled

#### AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE

21-1318 Action on Amendment No. 1 to the Agreement for Services with NewGen Strategies and Solutions LLC to Perform a Cost of Service Analysis and Rate Study for Silicon Valley Power

# <u>Tuesday, December 14, 2021 Joint Council and Authorities Concurrent and Stadium</u> <u>Authority Meeting</u>

# **Public Hearing/General Business**

21-496 Agenda Items Pending – To Be Scheduled

### AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE

21-1318 Action on Amendment No. 1 to the Agreement for Services with NewGen Strategies and Solutions LLC to Perform a Cost of Service Analysis and Rate Study for Silicon Valley Power